

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, May 25, 2021 at 6:00 PM

Agenda

WORK SESSION

CALL TO ORDER

Agenda for the Regular Meeting of the 5/25/21.

Recommended Action: Motion to approve the agenda as presented.

Minutes of the regular City Council Meeting 5/11/2021

Recommended Action: Move to approve the minutes of the 5/11/2021 Regular Council Meeting as presented.

CONSENT CALENDAR

1. Consent Calendar consisting of May 12, 2021 through May 25, 2021:

Payroll EFT's in the amount of \$18,358.86.

Claims Checks #29894 through #29919 and EFT's in the amount of \$487,923.26

for a grand total of \$506,282.12

Liquor Cannabis License: Brothers Pizza and Brew, Mill Lane Winery.

Recommended Action: Move to approve the consent calendar as presented.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

2. Review WWTP Contract Disp of Wastes

Recommended Action: Approve WWTP Disp of Wastes Contract.

3. Review final Interlocal Agreement for Thurston County Solid Waste Management.

Recommended Action: Approve Interlocal Agreement for Thurston County Solid Waste Management.

NEW BUSINESS

4. The legal paid holiday of “Juneteenth” was signed by the Governor. Interpretation of state legal holidays is that they may be modified by ordinance, resolution, personnel policies, or a CBA. Since Juneteenth is an official state holiday we will want to update the appropriate document to include the new holiday, exclude it, or allow employees an alternate paid holiday. The "updated" date should reflect it came after the new holiday became law.

Recommended Action: Approve making Juneteenth a paid Holiday.

RESOLUTIONS

ORDINANCES

REPORTS

5. 1) Chamber of Commerce
2) Economic Development Council (EDC)
3) Experience Olympia & Beyond (VCB)
4) Fire District #12
5) Library
6) Museum
7) Tenino Community Service Center
6. 1) ARCH Commission
2) Civil Service Commission
3) Façade Improvement Grant Review Committee
4) Finance Committee
5) Planning Commission
6) Public Safety Committee
7. 1) Chief of Police
2) Director of Public Works
3) City Planner/Building Official
4) City Attorney
5) Clerk/Treasurer

- 6) Mayor
- 8. 1) Bucoda/Tenino Healthy Action Team (BTHAT)
 - 2) Community Investment Partnership (CIP)
 - 3) Solid Waste Advisory Board
 - 4) South Thurston Economic Development Initiative (STEDI)
 - 5) TCOMM/911
 - 6) Tenino School Board
 - 7) Thurston Regional Planning Council (TRPC)
 - 8) Transportation Policy Board

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

1. Consent Calendar consisting of May 12, 2021 through May 25, 2021:

Payroll EFT's in the amount of \$18,358.86.

Claims Checks #29894 through #29919 and EFT's in the amount of \$487,923.26

for a grand total of \$506,282.12

Liquor Cannabis License: Brothers Pizza and Brew, Mill Lane Winery.

Recommended Action: Move to approve the consent calendar as presented.

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 05/06/2021
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20210831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. BPB LLC	BROTHERS PIZZA AND BREW 324 SUSSEX AVE W TENINO WA 98589 9343	426060	BEER/WINE REST - BEER BEER/WINE REST - BEER
2. FERRIS, DEANA J FERRIS, DAN W	MILL LANE WINERY 16607 BUCODA HWY SE TENINO WA 98589 9537	409799	DOMESTIC WINERY < 250,000 LITERS

RECEIVED

MAY 13 2021

CITY OF TENINO

2.

File Attachments for Item:

2. Review WWTP Contract Disp of Wastes

Recommended Action: Approve WWTP Disp of Wastes Contract.

CITY OF TENINO

DISPOSAL OF SEPTIC WASTES

Issued to [fill in name of hauler]

Hereinafter referred as the HAULER, by the City of Tenino Public Works (City). City agrees to provide treatment facilities at the Wastewater Treatment Plant, for processing septic tank wastes for the fees described in accordance with the conditions of this permit.

Section 1.0- Septic Waste Hauler/City of Tenino Representatives.

The City of Tenino Public Works Director, or his duly authorized representative, will direct all on-site activities of the HAULER related to utilization of the WWTP site. The City of Tenino representative for contract administration and renewal purposes shall be the Clerk Treasurer. The City of Tenino representative for receiving and inspecting of wastes shall be the Public Works Director, or his duly authorized representative.

Section 2.0- Terms of Permit

1. Terms of Permit. This permit shall become effective when signed by both parties. This permit shall expire one year from its effective date, unless revoked by City of Tenino Public Works Director, or Clerk Treasurer, with or without cause, at the City's sole discretion.
2. Permit Application. The HAULER is responsible for the permit application and renewal. To ensure continuous services, the HAULER should apply for permit renewal at least 30 days prior to the expiration date. The City will not provide notice of the expiration of a permit. Permit application and renewal are to be processed in person at the WWTP.
3. Fees. All fees shall be paid in full and must be kept current to continue to gain access to WWTP
 - a. Invoices for usage fees will be issued twice monthly and based on the prior period's activity. Invoices are due and payable as described in paragraph 5. If a Hauler fails to make payment by the due date, they shall be subject to a 20% late fee and immediate inactivation of their access to the WWTP Septic Wastes dumping privilege. Upon a second inactivation due to non-payment, the permit of the subject Hauler will be revoked. Payment is not considered received unless physically received by the City.

- b. Surcharge for the grease sample results exceeding 200mg/L will be charges at three times the current approved usage rate. The grease dumping limit is subject to change.
 - c. Expenses related to the cleanup due to hauler not complying with the written WWTP operational policies and procedures will be based on the City of Tenino actual cost and included in the invoice sent to Hauler.
4. Treatment Costs. The cost for the services rendered to the Hauler for treating septic wastes handled during normal business hours as specified in Section 3.0 under this permit shall be charged according to the City of Tenino Schedules of Wastewater Fees and Charges. Charges will be based on the volumes of the truck tank size. If a tank is partially full, the driver may show proof by submitting a certified weight ticket, otherwise the charge will be for a full tank.
 5. Invoices will be issued on the 1st and 16th of each month. Invoices are due and payable on the 15th for the charges accrued from the 16th through the last day of the month for a previous month. The charges accrued from the 1st day of the month through the 15th day of the month are due on the last day of that month. If the City of Tenino offices are closed on the due date the invoices will be due the following business day, if a Hauler fails to make a payment by the due date, they shall be subject to a 20% late fee and inactivation of their gate access to the WWTP. Hauler may pay ahead so as to help avoid late payment. Upon a second inactivation due to a non-payment the Haulers permit will be revoked. The City reserves the right to re-issue a revoked permit at its discretion and subject to any conditions it believes is in the best interest of the City.
 6. Definition of Acceptable Wastes. The Conditions and requirements of this permit are for the disposal of septage from legally transported domestic sanitary septic tanks. This permit prohibits the discharge of waste generated from commercial, industrial, or grease trap sources into the City of Tenino WWTP dumping station. Loads received at the WWTP dumping station with test results exceeding 200mg/L of grease of grease-based material are not permitted and will be subject to a surcharge of three times the standard fee rate. Within the permit period any Hauler with more than one load exceeding the maximum grease limits is subject to suspension or revocation of their permit.

Section 3.0 Treatment and Disposal Operations

1. Disposal Site. The disposal site authorized under this permit is the City WWTP.
2. Odor Control. The Hauler shall be responsible for controlling their material odors while in the vicinity of the WWTP.
3. Equipment. Keeping the City equipment for waste discharge clean and usable is the responsibility of the Hauler. The Hauler should notify the City immediately if any of the equipment is not functioning.
4. NO Hauler-owned equipment, including hoses, shall remain on the Plant site without permission from Public Works Director.
5. Time of Operations. Septic hauling waste will be received Monday thru Friday (winter hours 7:30 to 4:30) Summer hours 7:00 to 3:30. Hours of operation are subject to change. Emergency service shall be defined as all other times not specified. The City of Tenino should be provided a 48-hour notice in advance, if feasible.

- 6. Cleanup. The Hauler is responsible for cleaning the disposal area immediately after each use. Repeat non-conformity will require reimbursement of the City of Tenino for related cleaning and will subject the Haulers permit termination.
- 7. Responsibilities. The Hauler assumes complete responsibility for his employees while at the WWTP and will be solely responsible for any accidents for spillage that may occur during transporting and disposal operation at the WWTP. The Hauler understands that as a condition of its permit the Hauler will clean up accident and spillage occurrences immediately. City of Tenino WWTP must be immediately contacted if the spill exceeds 20 gallons of septic material.
- 8. Required Insurance: Hauler shall provide a Certificate of Insurance, with the City named as an additional insured, evidencing:
 Commercial General Liability insurance written on an occurrence basis with limits no less than \$500,000 combined single limit per occurrence and \$1,00,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include, but not be limited to, blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground if applicable; and employer’s liability.
 Automobile Liability insurance written on an occurrence basis with minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commented [RH1]: I would prefer \$1 mil/\$2mil coverage but not sure if haulers typically carry this.

- 9. Indemnification/Hold Harmless. Hauler shall defend, indemnify and hold the City, its council members, agents, officers, volunteers, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. **Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.114, then in the event of concurrent negligence the Hauler’s indemnity obligation shall be proportional. It is further specifically and expressly understood that the indemnification provided herein constitutes the Hauler’s waive of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification provision. This waiver has been mutually negotiated by the parties.**

Section 4.0- Reporting

The Hauler shall submit a completed Receiving ticket with each septage waste discharger event. It shall be signed by contracting authority from source of waste authorizing collection of waste (owner of septic tank or duly authorized representative of owner) and disposal operator (truck driver). The Hauler may assume full liability for wastes received and disposed at the WWTP and sign as the generator, if desired to facilitate handling operations. In this case, the Hauler must submit a signed statement in writing declaring the wanted to be septage from domestic sanitary septic tank, citing the specific source, and acknowledging full responsibility for the product.

Section 5.0- Right to Refuse Service

City of Tenino reserves the right to refuse service in its sole discretion for any reason determined to be in the City's best interest including, but not limited to, the following:

- 1. Scheduled or unscheduled maintenance due to operation treatment issues.
- 2. Receipt of any waste that has industrial related odors, appears not to be from domestic systems and /or appears to contain oil and grease or other constituents that may pose a threat to the treatment system.
- 3. Failure to pay for services City of Tenino has provided or non-compliance with written operational policies and procedures of the WWTP.
- 4. Failure to properly clean up and accidents or spills.
- 5. Failure to submit a completed Receiving Ticket with each septage waste discharge event.

CERTIFICATION

I affirm that I have examined and understand the information contained in this permit.

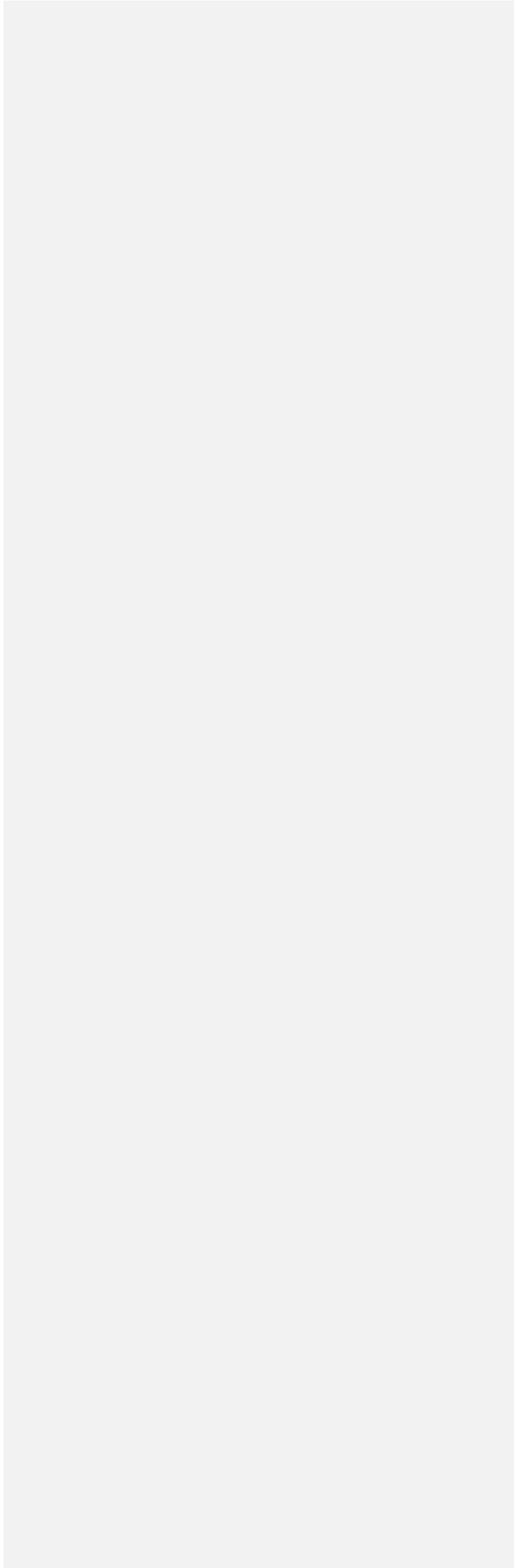
Name of Hauler (Company) Permit #

Address

City State Zip

Name of Authorized Representative Date

Title



File Attachments for Item:

3. Review final Interlocal Agreement for Thurston County Solid Waste Management.

Recommended Action: Approve Interlocal Agreement for Thurston County Solid Waste Management.

INTERLOCAL AGREEMENT FOR THURSTON COUNTY
SOLID WASTE MANAGEMENT, AND SOLID WASTE MANAGEMENT PLAN AND
HAZARDOUS WASTE PLAN UPDATES
BETWEEN THURSTON COUNTY AND CITY OF TENINO

WHEREAS, RCW 35.21.152 recognizes the City’s authority over solid waste handling, including the authority to designate disposal sites for solid waste collected within its boundaries. RCW 35.21.152 also authorizes the City to enter contracts with the County for purposes of solid waste handling; and

WHEREAS, The County owns, operates and manages solid waste handling programs and system (collectively “System”) under Chapter 36.58 RCW. RCW 36.58.040 recognizes the County’s authority over solid waste handling, including the authority to designate disposal sites for solid waste collected within its boundaries. RCW 36.58.040 also authorizes the County to enter contracts with the City for purposes of solid waste handling; and

WHEREAS, The Solid Waste Management Act, Chapter 70A.205 RCW, and the Hazardous Waste Management Act, Chapter 70A.300 RCW, provides for cooperative planning among cities and counties. The County and City have participated in the past in the development and implementation of the 2013 Thurston County Comprehensive Solid Waste Management Plan and the integrated County Hazardous Waste Plan (collectively, the “Plan”); and

WHEREAS, It is to the mutual advantage of the County and the City and their citizens to contract to provide for continued, integrated solid waste and hazardous waste management planning and solid waste programs, including the designation of solid waste handling systems and facilities;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed:

1. AGREEMENT. THIS INTERLOCAL AGREEMENT FOR THURSTON COUNTY SOLID WASTE MANAGEMENT, AND SOLID WASTE MANAGEMENT PLAN AND HAZARDOUS WASTE PLAN UPDATES (“Agreement”) is made and entered into by and between Thurston County, a political subdivision of the State of Washington (“County”) and the City of Tenino, a Washington municipal corporation (“City”). The County and City are each a “Party” and collectively the “Parties” to this Agreement. The Parties agree as follows. The above-recitals and findings are hereby incorporated in this Agreement by this reference.

2. PURPOSE. The purpose of this Agreement is to authorize the County under chapters 70A.205 and 70A.300 RCW to prepare and adopt updates to the Plan with the participation of the City, and for the County to provide certain solid waste management planning and handling services.

3. FINANCING, FUNDS AND BUDGET.

3.1 The costs of Plan administration and implementation shall be through the County Solid Waste Fund (“Fund”). The Fund is established by the County and maintained through user *Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates*

fees, grants, gifts, loans and other lawful funding sources as outlined in the Plan. The Fund is dependent on the support of the City through this Agreement. The County shall maintain the Fund as a dedicated fund within the County budget. All revenues and expenditures in connection with the Plan subject to this Agreement shall be budgeted and accounted for through this Fund.

3.2 The County may from time-to-time adopt by motion, resolution or ordinance, such rates and charges necessary to recover all costs of the County's solid waste planning, management and handling activities, including for solid waste processing and disposal, defense and payment of claims, capital improvements, landfill closure and post closure costs, waste reduction, recycling and public education relating to solid waste handling, waste reduction and recycling.

4. SOLID WASTE AND HAZARDOUS WASTE MANAGEMENT PLAN ADMINISTRATION.

4.1 The County shall provide solid waste planning and management services for solid waste generated within the City. The County shall plan for hazardous waste planning and management within the City. The County shall serve as the planning authority for the Plan, except for such planning that is the responsibility of federal or state governments. The City shall participate in the Plan, as may be updated from time-to-time. Under RCW 70A.205.040(3) and RCW 70A.300.350, the City authorizes the County to include in the Plan provisions for the management of solid waste and hazardous waste generated within the City.

4.2 After adoption of the Plan by the County following the process under Chapters 70A.205 and 70A.300 RCW, and by the City pursuant to this Agreement, the County shall administer the Plan and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plan, for the City and the residents within the City boundaries. County management shall be conducted in conformance with all state and federal laws and regulations. Notwithstanding the foregoing, the County has no responsibility for the regulation or management of solid waste collection within the City corporate limits, or for hazardous waste handling or disposal. The County may maintain a program for collection and disposal of hazardous household substances.

5. EDUCATION. The County shall provide support and technical assistance to the City for educational resources and materials related to waste reduction and recycling strategies.

6. SOLID WASTE DISPOSAL. The County shall continue to provide for the efficient disposal of solid waste generated within the unincorporated areas of the County and the City, consistent with the Plan. The County shall be the operating authority for processing, transfer and disposal of solid waste generated within the unincorporated areas of the County and the City. The County shall not be responsible for solid waste that has been eliminated through recycling activities consistent with the Plan and lawfully permitted.

7. FLOW CONTROL. The City shall by ordinance designate the County system for the disposal of all solid waste generated and/or collected within the City. The City authorizes the County to designate disposal sites for the disposal of solid waste. No solid waste generated or collected within the City shall be diverted from the County's designated disposal site(s)

Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

without the County's prior approval. PROVIDED, HOWEVER, the City may continue to deliver or direct all residential, multi-family, mixed-use, and commercially generated recyclable and compostable materials to any permitted or permit exempt material recovery or composting facility that is operating consistent with all applicable laws. The designation of the County for solid waste disposal shall not otherwise affect the City's control over solid waste collection.

8. ENFORCEMENT. The County shall have primary responsibility for enforcement of laws and regulations requiring solid waste disposal at sites designated by the County. The City shall cooperate with County in enforcement efforts, and by ordinance shall provide that it is a violation of City law to dispose of waste outside of the System without County approval. When legally feasible, the County shall bring enforcement actions to relating to solid waste handling under this Agreement Sections 7 and 8. However, when the County lacks legal authority to bring an enforcement action, the County may request in writing that the City bring such an enforcement action. The County shall provide all such information as may be necessary to support the action. The City shall comply with such a request or otherwise take action to ensure that all solid waste generated and/or collected within the City is disposed at the County designated disposal site(s). The County shall pay all reasonable attorney fees and costs incurred by the City in taking such enforcement actions.

9. ACCOUNTING. The County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of the City shall have the right to inspect the accounting concerning the County solid and hazardous waste management programs at any reasonable time.

10. PROPERTY. Title to all property acquired with funds from the Fund shall vest in the County. In the event of sale of any property acquired using the Fund, the proceeds from the sale shall be deposited in the Fund or as otherwise required or permitted by law, regulation, grant or contract.

11. INSURANCE AND INDEMNIFICATION.

11.1 Consistent with its management responsibilities under this Agreement, the County shall maintain public liability insurance with limits in accordance with standard practice for its solid waste system, programs and operations.

11.2 The County hereby indemnifies and holds harmless the City and shall defend the City against any claims for personal injury or property damage arising out of the County's management and operations of the solid waste system, including those set out in the Plan. The County's indemnification, hold harmless, or defense obligations under this Section do not apply to any claims arising out of the actions of the City or any activities under a City's control.

12. GENERAL.

12.1 No Third Party Beneficiaries. This Agreement shall not benefit any person who is not a Party, and there are no third party beneficiaries of this Agreement.

12.2 Governing Law; Venue. This Agreement is governed by the laws of the State of Washington. The venue for any action arising out of or relating to this Agreement shall be the Superior Court of Washington for Thurston County.

12.3 Effect on Preceding Contract. This Agreement, upon its execution by the Parties, supersedes any prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan and Hazardous Waste Management Plan, or related agreement.

12.4 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. Any written or verbal agreements that are not set out in this agreement are expressly excluded.

12.5 No Separate Legal Entity Created; No Property to Be Jointly Held. No separate legal entity is created by this Agreement. In carrying out this Agreement, the Parties will not jointly acquire, hold, or dispose of real or personal property. Any real or personal property used by a Party in carrying out this Agreement remains the property of that Party.

12.6 Recording. Prior to its entry into force, the County shall file this Agreement with the Thurston County Auditor's Office.

13. DEFINITIONS.

13.1 “County drop box facilities” means the Rainier Drop-Box Facility located at 13010 Rainier Acres Road, Rainier, Washington, the Rochester Drop-Box Facility located at 16500 Sargent Road, Rochester, Washington, and such other drop box facilities designated from time to time by the County or in the SWMP as facilities for the placement of a detachable container to receive solid waste from off site, including the area adjacent for necessary entrance and exit roads, unloading and turn around areas.

13.2 “County transfer stations” means the Thurston County Waste and Recovery Center transfer station located at 2420 Hogum Bay Road Northeast, Lacey, Washington, and such other transfer station facilities designated from time to time by the County or in the SWMP as facilities for receipt of solid waste from off-site from persons or route collection vehicles for consolidation into transfer vehicles, vessels or containers for transport to a solid waste handling facility.

13.3 “Department” means the Thurston County Department of Public Works, or such other department or division of County government as may be designated from time-to-time.

13.4 “Director” means the Director of the Department, or designee.

13.5 “Ecology” means the Washington Department of Ecology.

13.6 “Hazardous Waste Management” means the management and handling of certain material under Chapter 70A.300 RCW. “Hazardous waste” means the following, as set forth in RCW 70A.300.010, as now or hereafter amended:

Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

13.6.1 "Hazardous household substances" means those substances identified by Ecology as hazardous household substances in the guidelines developed by Ecology.

13.6.2 "Hazardous substances" or "hazardous materials" means those substances or materials identified as such under regulations adopted pursuant to the federal hazardous materials transportation act, the toxic substances control act, the resource recovery and conservation act, the comprehensive environmental response compensation and liability act, the federal insecticide, fungicide, and rodenticide act, the occupational safety and health act hazardous communications standards, and the state hazardous waste act.

13.6.3 "Moderate risk waste" means (a) any waste that exhibits any of the properties of dangerous waste but is exempt from regulation under chapter 70A.300 RCW solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes that are generated from the disposal of substances identified by Ecology as hazardous household substances.

13.7 "Inert waste" means the following solid waste if it has not been tainted, through exposure from chemical, physical, biological or radiological substances, such that it presents a threat to human health or the environment greater than that inherent to the material: cured concrete, asphaltic materials, brick and masonry, ceramic materials produced from fired clay or porcelain, glass and stainless steel and aluminum, or as otherwise authorized for disposal at an inert waste facility as described in WAC 173-350-410.

13.8 "Participating City" means any city or the City that authorizes the County to prepare its solid waste management plan for inclusion in the SWMP, including any city that may in the future participate in preparing a joint plan for solid waste management, and any city or town that participates in the system.

13.9 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation or any other entity whatsoever, including any affiliate that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such person.

13.10 "Solid waste" or "wastes" means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to MSW, garbage, rubbish, ashes, commercial waste, industrial wastes, demolition and construction wastes, inert wastes, abandoned vehicles or parts thereof, recyclable materials, and unrecovered residues from reclamation operations. See WAC 173-350-021 to determine if material is a solid waste.

~~13.11 "Solid waste" or "wastes" means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, construction and demolition wastes, land clearing wastes, inert wastes, abandoned vehicles or parts thereof, contaminated soils, contaminated dredged materials, recyclable materials, and unrecovered residues from reclamation operations.~~

13.1211 “Solid waste handling” means the storage, collection, transportation, treatment, utilization, processing and final disposal of solid waste. See WAC 173-350-100 for expanded definition.

13.1312 “System” means the comprehensive County-wide system or systems of solid waste handling, and any successor solid waste system or systems, established under chapter 36.58 RCW and other state laws, which includes without limitation the operation and maintenance of the system disposal sites under this chapter, the regulation of solid waste handling facilities under Title 15 TCC, the SWMP and the rules and regulations of the Board of Health, and the designation of system disposal sites for, and the method or methods of transfer and disposal of, all solid waste generated and collected in the system areas, as established, designated, identified or otherwise provided by the County.

13.1413 “System areas” means all unincorporated areas of the County, all incorporated areas of the participating cities and towns and, subject to separate agreement with the County, the areas of any other local government entities.

13.1514 “System disposal sites” means the County transfer stations, the County drop box facilities and such other sites designated from time to time by the County or the SWMP as disposal sites of the system.

13.1615 “Thurston County Code” or “TCC” is the codification of County ordinances.

14. EFFECTIVE DATE; TERM; TERMINATION; EXECUTION.

14.1 This Agreement shall be in force and remain in effect from the date of the last signature from each of the City and County (“Effective Date”). The Agreement term is to the earlier of twenty (20) years from the Effective Date or the Agreement’s amendment or replacement by a new agreement.

14.2 This Agreement may be terminated other than under Agreement Section 14.1, as follows:

14.2.1 By City. After City adoption and Ecology approval of a City Comprehensive Solid Waste Management Plan that provides for management of solid waste outside of the County system, the City may terminate this Agreement following twenty-four (24) months’ notice in writing to County.

14.2.2 By County. After 2026, upon County adoption and Ecology approval of a County Comprehensive Solid Waste Management Plan that does not provide for management of solid waste originating within the City, the County may terminate this Agreement following twenty-four (24) months’ notice in writing to City.

14.2.3 By Both Parties. This Agreement may be terminated at any time upon mutual agreement of the Parties.

14.3 This Agreement has been executed by each Party on the date set forth below.

Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

~~This Agreement shall be in force and remain in effect from the date of the last signature from each of the City and County (“Effective Date”). The Agreement term is to the earlier of twenty (20) years from the Effective Date or the Agreement’s amendment or replacement by a new agreement. This Agreement has been executed by each Party on the date set forth below.~~

THURSTON COUNTY

CITY OF TENINO

Tye Menser

Wayne Fournier

Chairman, Board of County
Commissioners

Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Amy Davis

City Clerk

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JON TUNHEIM

PROSECUTING ATTORNEY

Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

By: _____

Rick Peters

Deputy Prosecuting Attorney

City Attorney

File Attachments for Item:

4. The legal paid holiday of “Juneteenth” was signed by the Governor. Interpretation of state legal holidays is that they may be modified by ordinance, resolution, personnel policies, or a CBA. Since Juneteenth is an official state holiday we will want to update the appropriate document to include the new holiday, exclude it, or allow employees an alternate paid holiday. The "updated" date should reflect it came after the new holiday became law.

Recommended Action: Approve making Juneteenth a paid Holiday.

CERTIFICATION OF ENROLLMENT
SUBSTITUTE HOUSE BILL 1016

67th Legislature
2021 Regular Session

Passed by the House February 25, 2021
Yeas 89 Nays 9

**Speaker of the House of
Representatives**

Passed by the Senate April 9, 2021
Yeas 47 Nays 1

President of the Senate
Approved

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1016** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

1 the end of this atrocity should be acknowledged and celebrated by all
2 Washingtonians.

3 The legislature intends to designate Juneteenth as a state legal
4 holiday to celebrate the end of chattel slavery. The legislature
5 encourages that this be a day to engage in fellowship with Black/
6 African Americans; revisit our solidarity and commitment to
7 antiracism; educate ourselves about slave history; and continue
8 having conversations that uplift every Washingtonian.

9 **Sec. 2.** RCW 1.16.050 and 2020 c 74 s 2 are each amended to read
10 as follows:

11 (1) The following are state legal holidays:

12 (a) Sunday;

13 (b) The first day of January, commonly called New Year's Day;

14 (c) The third Monday of January, celebrated as the anniversary of
15 the birth of Martin Luther King, Jr.;

16 (d) The third Monday of February, to be known as Presidents' Day
17 and celebrated as the anniversary of the births of Abraham Lincoln
18 and George Washington;

19 (e) The last Monday of May, commonly known as Memorial Day;

20 (f) The nineteenth day of June, recognized as Juneteenth, a day
21 of remembrance for the day the African slaves learned of their
22 freedom;

23 (g) The fourth day of July, the anniversary of the Declaration of
24 Independence;

25 ~~((g))~~ (h) The first Monday in September, to be known as Labor
26 Day;

27 ~~((h))~~ (i) The eleventh day of November, to be known as
28 Veterans' Day;

29 ~~((i))~~ (j) The fourth Thursday in November, to be known as
30 Thanksgiving Day;

31 ~~((j))~~ (k) The Friday immediately following the fourth Thursday
32 in November, to be known as Native American Heritage Day; and

33 ~~((k))~~ (l) The twenty-fifth day of December, commonly called
34 Christmas Day.

35 (2) Employees of the state and its political subdivisions, except
36 employees of school districts and except those nonclassified
37 employees of institutions of higher education who hold appointments
38 or are employed under contracts to perform services for periods of
39 less than twelve consecutive months, are entitled to one paid holiday

1 (a) Other than Sunday, falls upon a Sunday, the following Monday
2 is the legal holiday; or

3 (b) Falls upon a Saturday, the preceding Friday is the legal
4 holiday.

5 (6) Nothing in this section may be construed to have the effect
6 of adding or deleting the number of paid holidays provided for in an
7 agreement between employees and employers of political subdivisions
8 of the state or as established by ordinance or resolution of the
9 local government legislative authority.

10 (7) The legislature declares that the following days are
11 recognized as provided in this subsection, but may not be considered
12 legal holidays for any purpose:

13 (a) The thirteenth day of January, recognized as Korean-American
14 day;

15 (b) The twelfth day of October, recognized as Columbus day;

16 (c) The ninth day of April, recognized as former prisoner of war
17 recognition day;

18 (d) The twenty-sixth day of January, recognized as Washington
19 army and air national guard day;

20 (e) The seventh day of August, recognized as purple heart
21 recipient recognition day;

22 (f) The second Sunday in October, recognized as Washington state
23 children's day;

24 (g) The sixteenth day of April, recognized as Mother Joseph day;

25 (h) The fourth day of September, recognized as Marcus Whitman
26 day;

27 (i) The seventh day of December, recognized as Pearl Harbor
28 remembrance day;

29 (j) The twenty-seventh day of July, recognized as national Korean
30 war veterans armistice day;

31 (k) The nineteenth day of February, recognized as civil liberties
32 day of remembrance;

33 (l) ~~((The nineteenth day of June, recognized as Juneteenth, a day
34 of remembrance for the day the slaves learned of their freedom;~~

35 ~~(-m))~~ The thirtieth day of March, recognized as welcome home
36 Vietnam veterans day;

37 ~~((-n))~~ (m) The eleventh day of January, recognized as human
38 trafficking awareness day;

39 ~~((-o))~~ (n) The thirty-first day of March, recognized as Cesar
40 Chavez day;

File Attachments for Item:

- 7. 1) Chief of Police**
- 2) Director of Public Works**
- 3) City Planner/Building Official**
- 4) City Attorney**
- 5) Clerk/Treasurer**
- 6) Mayor**

2020 Water Produced VS Sold

	Produced	Sold	Difference
Jan	4,037,657	3,838,945	-198,712
Feb	3,925,171	2,324,537	-1,600,634
Mar	4,368,384	4,192,981	-175,403
Apr	3,924,082	4,165,439	+241,357
May	3,849,143	3,515,652	-333,491
Jun	5,138,622	3,583,653	-1,554,968
Jul	7,465,916	4,315,257	-3,150,659
Aug	8,944,716	6,975,683	-1,969,033
Sep	6,515,063	8,390,241	+1,875,178
Oct	4,276,763	5,800,231	+1,523,468
Nov	3,797,425	4,003,221	+205,796
Dec	3,675,879	3,390,579	-285,300
Total	59,918,821 Gallons	54,496,419 Gallons	

Water Loss 2020 5,422,405 Gallons

Water Loss 2019 9,336,762 Gallons

Difference between 2019 to 2020 water loss 3,914,357 Gallons

2020 VS 2019 Water Usage

2020	VS	2019	Difference
Jan 3,838,945		3,901,892	-62,947
Feb 2,324,537		3,570,623	-1,246,086
Mar 4,192,981		3,785,845	+407,136
Apr 3,924,082		3,600,154	+323,928
May 3,849,143		6,213,741	-2,364,598
Jun 5,138,622		8,340,001	-3,201,379
Jul 4,315,257		7,791,972	-3,476,715
Aug 6,975,683		7,694,076	-718,391
Sep 8,390,241		5,413,449	+2,976,792
Oct 5,800,231		4,014,114	+1,786,117
Nov 4,003,221		3,453,619	+549,602
Dec 3,390,579		4,180,589	-790,010
Total 54,496,419 Gallons		61,400,108 Gallons	6,311,193 Gallons

2019	2018
61,400,108	66,819,497

2017	2016
90,613,270	72,272,369

2020 Water Produced

	Well #1	Well #2	Total	AGPD
Jan	2,131,437	1,906, 220	4,037,657	130,247
Feb	1,942,901	1,982,270	3,925,171	140,185
Mar	2,262,089	2,106,295	4,368,384	140,916
Apr	2,042,582	1,881,500	3,924,082	130,803
May	2,096,542	1,752,601	3,849,143	124,166
Jun	2,830,923	2,307,699	5,138,622	171,287
Jul	4,249,782	3,216,134	7,465,916	240,836
Aug	5,041,504	3,903,212	8,944,716	288,539
Sep	3,177,028	3,338,035	6,515,063	217,169
Oct	3,604,365	626,398	4,276,763	137,960
Nov	3,170,781	626,644	3,797,425	126,580
Dec	1,984,629	1,691,230	3,675,879	118,577
Total	34,534,563 Gallons	25,384,238 Gallons	59,918,821 Gallons	164,161 Gallons

59,918,821 Gallons produced in 2020

61,400,108 Gallons produced in 2019

1,481,287 Gallons decrease in 2020

5,419,389 Gallons decrease in 2019

2020 Water Loss

Leaks	1,000,000	
Broken/slow meters	1,000,000	
Line Flushing	500,000	
Vactor Truck	75,000	
Contractor use	150,000	
Calcite tanks flushing	100,000	
Sewer Line Flushing	75,000	
Res, Cleaning	100,000	
	Total	3,000,000 Gallons
	Produced water vs sold Difference	5,422,405 Gallons
	Accounted for water	-3,000,000 Gallons
	Total	2,422,405 Gallons

2,422,405 Divided by 59,918,821 = .040 x 100 = 4%

4% Water loss in 2020

10% is acceptable

2020 Water Rights

1 acre foot = 43,560 cubic feet

43,560 x 7.48 = 325,829 gallons

The City of Tenino has 270 acre feet per year 87,973,830 gallons per year

87,973,830 gallons per year – 59,918,821 gallons produced in 2020 =28,055,009 gallons

28,055,009 gallons divided by 325,829 = 86 acre feet

28,055,009 divided by 73,000 = 384 ERU'S

2019 364 ERU'S

2018 290 ERU'S

1 ERU = 200 GPD (gallons per day) x 365=73,000 Gallons

Previous Million Gallons per year

2009	76,105,300
2010	66,811,700
2011	66,353,600
2012	63,308,600
2013	58,627,559
2014	59,790,239
2015	69,557,698
2016	72,272,369
2017	90,613,270
2018	66,819,497
2019	61,400,108
2020	59,918,821