

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, September 27, 2022 at 7:00 PM

Agenda

WORK SESSION

- [1.](#) Airport Proposal Discussion

CALL TO ORDER

AGENDA APPROVAL

2. Agenda for the Regular Meeting of the 9/27/22.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

- [3.](#) Meeting Minutes for 9/13/2022

Recommended Action: Motion to approve 9/13/2022 meeting minutes as presented

CONSENT CALENDAR

- [4.](#) Consent Calendar consisting of September 14, 2022 through September 27, 2022:

Payroll EFT's in the amount of \$85,015.64

Claims Checks #30885 through #30910 and EFT's in the amount of \$35,667.22

for a grand total of \$120,682.86

Liquor Cannabis License: None

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

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

- [5.](#) Bucoda ILA for Code enforcement.

Recommended Action: Discussion only

- [6.](#) Trail Paving Bid

Recommended Action: Review, Discuss and approve attached bid.

NEW BUSINESS

- [7.](#) Council Member Elain Klamn sharing information on Tenino becoming a Purple Heart City.

Recommended Action: Discussion only

RESOLUTIONS

ORDINANCES

REPORTS

8. 1) Chamber of Commerce
2) Economic Development Council (EDC)
3) South Thurston Economic Development Initiative (STEDI)
4) ARCH Commission
5) Experience Olympia & Beyond (VCB)
6) Fire District #12
7) Library
8) Museum
9) Tenino Community Service Center
9. 1) Civil Service Commission
2) Façade Improvement Grant Review Committee
3) Finance Committee
4) Planning Commission
5) Public Safety Committee
10. 1) Chief of Police
2) Director of Public Works
3) City Planner
4) Code Enforcement/Building Inspector
5) PARC Specialist

6) City Attorney

7) Clerk/Treasurer

8) Mayor

11. 1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

1.

File Attachments for Item:

1. Airport Proposal Discussion

Thurston and Pierce counties become focus of search for new 2-runway airport site

BY SHEA JOHNSON

UPDATED SEPTEMBER 26, 2022 10:20 AM

Read more at:

<https://www.theolympian.com/news/state/washington/article266300561.html#storylink=cpy>

CORRECTION: The three areas being considered for an airport are 6 miles in diameter. A previous version erroneously used the term radius. One site southeast of East Olympia in Thurston County and two rural expanses of land in Pierce County are among three so-called “greenfield” sites still under consideration for a new airport after a state commission on Friday narrowed the options it will consider. The state Legislature has tasked the Commercial Aviation Coordinating Commission with recommending a site where flight operations can be established to accommodate growing passenger and cargo traffic in the region.

The commission, which was tasked by state lawmakers in 2019 with identifying a potential home for a new airport to be constructed by 2040, voted to analyze the viability of developing land in central Thurston County, as well as “Pierce County East” and “Pierce County Central” sites. The three sites were among a list of 10 greenfield locations — which means they are undeveloped land — that were being considered for the undertaking. Seattle-Tacoma International Airport is now expected to be able to support estimated passenger and cargo volume growth in the future.

On Friday, the three sites were chosen for further study to determine whether they would be appropriate fits for a two-runway airport, which would be roughly 3,100 acres, according to an August site selection study by state consultant Kimley-Horn. A primary 11,000-foot-long runway would be capable of serving domestic commercial passenger and cargo airplanes. The coordinating commission also homed in on exploring adding capacity at Paine Field in Snohomish County. The airport was one of six existing airports being considered for a potential expansion. The decision by the coordinating commission Friday essentially reduces more than a dozen options for a possible new or expanded airport in the region to four, with the 15-member body of state, industry and community representatives expected to make a final recommendation in June.

“Thurston County Central” is a six-mile diameter area southeast of East Olympia, according to the consultant’s site selection study. “Pierce County East” is the name given to a six-mile diameter area south of Graham, inclusive of state Route 161. “Pierce County Central” refers to a six-mile diameter of land located south of South Creek in an area inclusive of where state Routes 702 and 7 converge.

COUNTY LAWMAKER OPPOSED The prospect that a major airport could be built in Pierce County has worried state and county representatives who raised concerns about necessary infrastructure upgrades, noise, environmental impacts and disrupting the rural character south of Tacoma. County Council member Amy Cruver, whose district encompasses the two areas under study and who opposes

construction of a new airport there, said the decision Friday did not catch her by surprise. “I was like, ‘OK, now what’s next?’ I wasn’t shocked. I maybe prepared for that ahead of time, figuring that’s my luck,” she said. “It’s huge, and it’s anti-everything that everybody has worked for. It’s very disheartening.”

Cruver said there were sure to be repercussions in nearby communities, including her own, and that she was still researching what the county must do to prevent it from coming to fruition. “Not only is it a concern for my constituents, I’ve got skin in the game, too,” she said. “That’s what’s going to be in my nightmares for the next month, trying to figure out how to get information to and from my constituents.” During a public meeting last month, Rob Hodgman, senior aviation planner for the state Department of Transportation, which provides staff support and technical assistance to the coordinating commission, said that local government officials would have decision-making authority.

“Ultimately, the buck stops with them,” he said. OFFICIALS LIKE PIERCE COUNTY AIRPORT’S CAPACITY On Friday, Hodgman said in a phone interview that the “Pierce County East” and “Pierce County Central” sites were deemed attractive due to the potential number of passengers they could accommodate: 20 million and 19 million annually, respectively. Neither, he added, were close to existing airports. By 2050, the region is projected to see 27 million more annual passenger boardings than it can accommodate and twice the amount of current cargo demand, according to a May 2021 study by the Puget Sound Regional Council. “With Pierce County, we really don’t have an airport like Paine Field that can take on that need,” he said.

Both sites being analyzed also present obstacles, including proximity to military training routes, a relatively far distance from Interstate 5 and an even further distance from downtown Seattle for cargo carriers. Existing floodplains and anticipated costs, which the coordinating commission has yet to officially estimate, are also hurdles, according to the state consultant’s analysis. The site in Thurston County that is still on the table would be able to accommodate significantly fewer passengers — about 8 million annually — and is roughly 10 miles east of Olympia Regional Airport, according to Hodgman. The potential that two airports could exist near each other is not unprecedented, he noted, citing Sea-Tac and Boeing Field, and Paine Field and Arlington Municipal Airport, as examples. “The challenge we have, that the public really needs to understand, is that the situation at Sea-Tac, and perhaps at Paine Field, can get really challenging for people trying to travel,” Hodgman said, referring to heavy, growing traffic. “By 2050, imagine what that’s like.” The coordinating commission believes that a two-runway airport could meet the anticipated traffic demand in three decades (one- and three-runway options were previously being considered), he said. It was possible that expanding Paine Field would be their preferred or secondary recommendation come June, as they seek to solve for growth in passenger, cargo and other aviation-related activities. The recommendation approved Friday also called for the commission to assist “other airports interested in pursuing regional commercial service.” Hodgman acknowledged that the commission has consistently heard public opposition to a new airport, but he said that it was an inevitable need, pointing to the possibilities of price increases, flight limitations and general gridlock, with a do-nothing approach. “So if we can’t stop it, what can we do to make it as sustainable as we possibly can?” he said, adding that he was speaking personally. This story was originally published September 24, 2022 12:01 PM.

Figure 13: Thurston County Central Representative Location



Source: Kimley-Horn

File Attachments for Item:

3. Meeting Minutes for 9/13/2022

Recommended Action: Motion to approve 9/13/2022 meeting minutes as presented

City Council Meeting Tuesday, September 13, 2022

Minutes

WORK SESSION

1. Gov. Jay Inslee today announced the upcoming rescission of all remaining COVID-19 emergency proclamations and state of emergency by Oct. 31. Nearly three-quarters of the governor's 85 COVID-19 emergency orders have already been lifted, and an additional 13 health care related orders will end Oct. 27. The remaining 10 orders to be lifted on Oct. 31, including the underlying state of emergency.

Mayor Fournier advised everyone of the Governor's October 31st rescission of the COVID-19 emergency proclamations.

CALL TO ORDER

Mayor Fournier convened the regular council meeting at 7:29 pm

PRESENT

Councilmember Linda Gotovac
Councilmember Elaine Klamn
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson

AGENDA APPROVAL

2. Agenda for the Regular Meeting of the 9/13/22.

Recommended Action: Motion to approve the agenda as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

APPROVAL OF MINUTES

3. Meeting Minutes for 8/23/2022

Recommended Action: Motion to approve 8/23/2022 meeting minutes as presented

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

CONSENT CALENDAR

4. Consent Calendar consisting of August 24, 2022 through September 13, 2022:

Payroll EFT's in the amount of \$65,812.61

Claims Checks #30844 through #30884 and EFT's in the amount of \$411,636.98

for a grand total of \$477,449.59

Liquor Cannabis License: None

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

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

5. National Voter Registration Day Proclamation presentation from Auditor Hall.

Recommended Action: Motion to approve Proclamation making Sept 13, 2022 National Voter Registration day.

Auditor Mary Hall gave a little history on voter registration day. Mayor Fournier then read the proclamation into the record.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

OLD BUSINESS

6. City Hall Completion and Final pay Estimate

Recommended Action: Review and approve City Hall Reno completion and final pay estimate.

Mayor Fournier gave an update on the final pay estimate and Interim C/T Scharber answered any questions by Council.

Councilmember O'Callahan voiced his displeasure of the overages charged by the construction company as he feels they should have to "eat" the extra costs.

Motion made by Councilmember Gotovac, Seconded by Councilmember Davidson to approve the pay.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson. Motion carries 5/0.

NEW BUSINESS

None

RESOLUTIONS

None

ORDINANCES

None

REPORTS

7. 1) Chamber of Commerce

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

4) ARCH Commission

5) Experience Olympia & Beyond (VCB)

6) Fire District #12

7) Library

8) Museum

9) Tenino Community Service Center

1) **Chamber of Commerce:** George Sharp gave an update on the Chamber's activities.

7) **Library:** Linda gave an update on the Library programs and activities.

8) Museum: Jessica reported on the Railroad Days happening on the Saturday and gave a breakdown of the times and events. She also reported they museum received a donation from the schools of a 1924 piano.

8. 1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee

4) Planning Commission

5) Public Safety Committee

2) Façade Improvement Grant Review Committee: Linda reported that no receipts have been turned in as of today the businesses have until November to complete their projects.

9. 1) Chief of Police

2) Director of Public Works

3) City Planner

4) Code Enforcement/Building Inspector

5) PARC Specialist

6) City Attorney

7) Clerk/Treasurer

8) Mayor

2) Director of Public Works: Mayor Fournier reported that public works has been busy with the trail around the perimeter of the park and should be finished shortly. The new playground toys should be delivered by the end of the month. They removed approximately 1 million gallons of sludge from the WWTP pond. They hope to have this done every 3-4 years to keep up on it and keep the costs down. The Ritter St project to begin 9/26/22. The Quarry House work has resumed.

5) PARC Specialist: Jessica reported at noon on 9/17 they will open the time capsule from 1982 and will invite people to add to the next capsule.

7) Clerk/Treasurer: Interim C/T Scharber reported she filed the excise taxes and has been reviewing the budget.

8) Mayor: The Mayor reported he has been going over the budget and has been meeting with staff. He also has been attending meetings of the Port commissions regarding South County representation.

10. 1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Legislature

1) Bucoda/Tenino Healthy Action Team (BTHAT): Councilmember Lawton reported they should start up with their meetings again most likely Monday the 19th.

2) Solid Waste Advisory Board: Councilmember Klamn reported the next meeting is the end of the month. They are discussing the RR strike.

4) Tenino School Board: Councilmember Davidson reported school just started but things are kind of crazy right now. They have more kids this year especially in the 6th grade. The band did very well at the Husky Stadium. The 6th graders left for Cispis this morning and will return on Friday. Saturday the football Varsity team will be playing at Luman Field along with the band and cheerleaders.

5) Thurston Regional Planning Council (TRPC): Councilmember O'Callahan will send after meeting minutes to council when he receives them.

7) Legislature: Councilmember Gotovac stated they will start the second Monday in January. This is a good time to start putting a wish list in for grant funds.

PUBLIC COMMENTS 2

George Sharp speaking on behalf of the Chamber of Commerce stated they have donated new flags to be flown through the downtown. The Chamber also donated \$444.00 to the museum for Railroad Days and would like to present the check to Jessica Reeves-Rush.

ANNOUNCEMENTS

Councilmember's Gotovac and O'Callahan as well as George Sharp attended the Young at Heart Theater which was very good.

3.

ADJOURNMENT

Mayor Fournier adjourned the meeting at 7:53 pm.

File Attachments for Item:

4. Consent Calendar consisting of September 14, 2022 through September 27, 2022:

Payroll EFT's in the amount of \$85,015.64

Claims Checks #30885 through #30910 and EFT's in the amount of \$35,667.22 for a grand total of \$120,682.86

Liquor Cannabis License: None

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

Consent Calendar consisting of September 14, 2022, through September 27, 2022:

Payroll EFT's in the amount of \$85,015.64

- **Claims Checks #30885 through #30910 and EFT's in the amount of \$35,667.22**

for a grand total of \$120,682.86.

Liquor and/or Cannabis License requests:

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2651	09/20/2022	Payroll	5	EFT	Robert A Auderer	2,311.38	
2652	09/20/2022	Payroll	5	EFT	Veronica A Barnes	1,793.22	
2653	09/20/2022	Payroll	5	EFT	Troy LK Cannon	2,647.10	
2654	09/20/2022	Payroll	5	EFT	Judith Cryderman	1,060.70	
2655	09/20/2022	Payroll	5	EFT	Rene Durand	1,750.88	
2656	09/20/2022	Payroll	5	EFT	Brent L Gibbs	1,901.70	
2657	09/20/2022	Payroll	5	EFT	Drew Johnson	2,331.49	
2658	09/20/2022	Payroll	5	EFT	Aaron Lee	1,633.39	
2659	09/20/2022	Payroll	5	EFT	Alec C McClelland	1,753.46	
2660	09/20/2022	Payroll	5	EFT	Cole Plaja	843.92	
2661	09/20/2022	Payroll	5	EFT	Jason M Plaja	2,466.51	
2662	09/20/2022	Payroll	5	EFT	Derrick Prosser	2,064.39	
2663	09/20/2022	Payroll	5	EFT	Jessica Reeves-Rush	456.32	
2664	09/20/2022	Payroll	5	EFT	Maria Rodriguez	1,657.24	
2665	09/20/2022	Payroll	5	EFT	Jennifer N Scharber	2,062.70	
2671	09/20/2022	Payroll	5	EFT	Timberland Bank	8,632.82	941 Deposit for Pay Cycle(s) 09/20/2022 - 09/20/2022
2672	09/20/2022	Payroll	5	EFT	WA State Dept of Retirement Systems	300.00	Pay Cycle(s) 09/20/2022 To 09/20/2022 - Deffered Comp
2718	09/27/2022	Claims	5	30885	ALS Group USA, Corp	8,248.50	
2719	09/27/2022	Claims	5	30886	Advanced Electrical Technologies	3,797.79	
2720	09/27/2022	Claims	5	30887	Aramark	194.46	
2721	09/27/2022	Claims	5	30888	Correct Equipment	10,674.35	
2722	09/27/2022	Claims	5	30889	Cummins Sales & Service	2,751.25	
2723	09/27/2022	Claims	5	30890	DPI Legal & Classified Publishing	98.12	
2724	09/27/2022	Claims	5	30891	Gibbs & Olson Inc	17,701.53	
2725	09/27/2022	Claims	5	30892	H D Fowler Co	1,792.65	
2726	09/27/2022	Claims	5	30893	Interstate Batteries of Olympia	436.56	
2727	09/27/2022	Claims	5	30894	LB#1086 Lakeside Industries	300.15	
2728	09/27/2022	Claims	5	30895	Aaron Lee	48.77	
2729	09/27/2022	Claims	5	30896	Miles Sand And Gravel Company	4,155.70	
2730	09/27/2022	Claims	5	30897	Mountain Mist Water	43.78	
2731	09/27/2022	Claims	5	30898	Northstar Chemical, Inc	1,844.20	
2732	09/27/2022	Claims	5	30899	Puget Sound Energy	3,241.40	
2733	09/27/2022	Claims	5	30900	Jessica Reeves-Rush	100.68	Class, Approved By Mayor; Travel To Port Orchard To Look At Trains For Mayor
2734	09/27/2022	Claims	5	30901	Right Systems Inc	7,193.20	
2735	09/27/2022	Claims	5	30902	SCJ Alliance	11,225.00	
2736	09/27/2022	Claims	5	30903	Tenino Marketfresh	72.51	
2737	09/27/2022	Claims	5	30904	Thomas L. Meyer	2,250.00	
2738	09/27/2022	Claims	5	30905	Thurston Co Public Health & Social Serv	60.00	
2739	09/27/2022	Claims	5	30906	Voyager Fleet System	3,354.31	
2740	09/27/2022	Claims	5	30907	WA State Auditor	2,379.89	
2741	09/27/2022	Claims	5	30908	Wells Fargo Vendor Fin Serv	502.21	
2742	09/27/2022	Claims	5	30909	Wilcox & Flegel	2,386.43	
2743	09/27/2022	Claims	5	30910	Wilson Parts Corporation	162.20	
						51,900.89	001 General Government Fund #001
						243.16	002 Quarry Pool Fund #002
						19,282.98	101 City Street Fund #101
						4,155.70	310 Municipal Capital Imp Fund 310
						7,722.49	401 Water Fund
						37,377.64	410 Sewer Fund

CHECK REGISTER

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					120,682.86	Claims: 85,015.64 Payroll: 35,667.22

WE, the members of the City Council of the City of Tenino, Thurston County, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the Tenino City Council.

DATED this _____ day of _____ 2022.

Clerk/Treasurer

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

5.

File Attachments for Item:

5. Bucoda ILA for Code enforcement.

Recommended Action: Discussion only

**INTERLOCAL AGREEMENT FOR SERVICES RELATING TO CODE
ENFORCEMENT BETWEEN THE TOWN OF BUCODA AND THE CITY OF TENINO**

THIS INTERLOCAL AGREEMENT dated this 13 day of ~~September~~ September, 2022, is made between the TOWN OF BUCODA, a Washington Municipal Corporation (hereinafter referred to as "Bucoda") whose address is 101A East 7th Street, Bucoda, WA, 98530, and the CITY OF TENINO, a Washington Municipal Corporation (hereinafter referred to as "Tenino") whose address is 149 Hodgden St. South, Tenino, WA 98589.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that benefits each party to an agreement; and

WHEREAS, pursuant to RCW 39.34.080 each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, the jurisdictional boundaries of Tenino and Bucoda are located in close proximity; and

WHEREAS, Tenino has in its employ a certified Code Enforcement Officer and is willing to contract with Bucoda to provide such services; and

WHEREAS, Bucoda desires to contract with Tenino to obtain the services of a Code Enforcement Officer; and

WHEREAS, such a contract between Tenino and Bucoda would mutually benefit the respective municipalities.

NOW, THEREFORE, in consideration of the mutual benefits to be received, and in consideration of the following terms and conditions, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which Tenino will provide code enforcement services to Bucoda and to utilize the provisions of state law to enable the Parties to take advantage of economies of scale in sharing resources by Tenino offering code enforcement services to Bucoda.

2. **SCOPE OF SERVICES.** Tenino promises to:

Provide the services of a Code Enforcement Officer (hereinafter referred to as ("Enforcement Officer")). Tenino shall be responsible for ensuring the Enforcement Officer performs the following duties for Bucoda: Enforce the provisions of Ordinance Nos. 39, 79, 90, 111b, 136, 207, 234, 285, 287, 288, 330, 364, 484, 508, 515, 519, 522, 654 of the Town of Bucoda and such other and further enforcement of the ordinances of the City or

State or Federal laws and regulations that the City is obligated to enforce including by way of illustration and not limitation, the inspection of alleged or possible nuisances, the issuance of notices, the issuance of administrative findings and decisions, the imposition of penalties or other enforcement actions, the preparation of evidence for administrative and legal proceedings and such other duties as may be requested by Bucoda Officials in connection with the enforcement of its ordinances and regulations and the maintenance of good order in the City.

3. **REQUEST FOR SERVICES.** Bucoda shall submit a written request to Tenino for performance of Code Enforcement Service, including any and all needs, specifications, or standards that must be considered. Such written request must be made by Bucoda’s Mayor or authorized designee. For the purposes of this section, the Parties agree that a written request may be submitted by Bucoda to a Tenino via email. Tenino shall respond to such written request within 3 business days. In the case of an emergency, Bucoda may telephone Tenino with a request for a code enforcement issue. Such phone call shall be followed with an email from either Party confirming the phone call and the issue.
4. **CONSIDERATION.** In consideration of the services to be provided by Tenino herein, Bucoda promises to pay Tenino: Fifty and 0/100 Dollars (\$50.00) per hour of labor provided by Tenino employees pursuant to this Agreement. Tenino shall send invoices monthly showing the total number of labor hours expended by Tenino employees and the services provided for the benefit of Bucoda under this Agreement. Bucoda shall promptly tender payment to Tenino monthly in accordance with Bucoda’s normal accounting and payment process. The invoices shall include the address or other identifier of the code violation.
5. **TERM OF AGREEMENT.** Unless terminated by the Parties pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect until _____, 20___. This Agreement may be extended by written agreement of the Parties subject to the approval of such extension by each Party’s legislative body.
6. **TERMINATION.** Tenino or Bucoda may terminate this Agreement at any time, for any reason, without cause, by tendering at least thirty (30) days’ written notice of the same. For the purpose of this section, “Tender” shall be complete by personally delivering notice to the other party at the address set forth above, or by placing notice in the mail. Tender of notice by mail shall be deemed complete on the third (3rd) day after the notice is placed in the US Mail. Tenino may immediately terminate this Agreement in the event of a bona fide emergency. This Agreement shall automatically terminate without notice in the event of disincorporation of either Bucoda or Tenino, or either party’s failure or refusal to cure a breach (as defined below) upon thirty (30) days written notice.
7. **BREACH.** If either Bucoda or Tenino fail to keep or perform any of the terms and conditions herein contained, it shall constitute a breach hereof. The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed

to be a waiver or relinquishment of any such, or any other terms and conditions, but the same shall be remain in full force and effect.

- A. If Bucoda materially breaches this Agreement by failing to pay amounts due after receipt of a thirty (30) day written notice to cure, Tenino may terminate this Agreement.
- B. If Tenino materially breaches this Agreement and fails to cure any material breach after receipt of a thirty (30) day written notice to cure, Bucoda may terminate this Agreement. Bucoda may thereafter contract with a third party for similar services and Tenino shall be liable for to Bucoda for the amount of consideration paid by Bucoda to the third party in excess of the consideration contracted for herein for up to 30 days from the date of termination. The purpose of this section, a “material breach” is defined as a breach that is serious enough in degree that such breach substantially defeats the purpose of the agreement.

8. **PERSONNEL.** Bucoda and Tenino agree that:

- A. Control of the Operator and of other personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be governed entirely by the Mayor of the City of Tenino who shall be the Administrator.
- B. All persons rendering service hereunder shall be considered employees of the City of Tenino.
- C. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of Tenino.
- D. In the implementation of this Agreement, Tenino will be responsible for its acts and for the acts of its agents and employees, and Tenino shall defend, hold harmless, and indemnify Bucoda from and against all claims, suits, or other actions to the extent of Tenino’s negligence arising as a result of its performance under this agreement. Bucoda will not be responsible for the actions of Tenino’s personnel.
- E. The Mayor of Bucoda, or such other designated person, may have direct contact with the Enforcement Officer regarding services, but may not supervise or otherwise direct the work of the Enforcement Officer.
- F. Tenino may at its discretion prioritize and schedule work of the Enforcement Officer to meet the obligations to Tenino and to Bucoda under this Agreement.

9. **INDEMNITY.** Bucoda will be responsible for its acts and for the acts of its agents and employees. Provided, Bucoda shall not be liable for compensation or indemnity to any Tenino employee for injury or sickness arising out of his or her employment with Tenino, or by reasons of the performance of any of the services provided herein. Tenino defends, indemnifies, and hold harmless Bucoda against any loss or expense by reason of injury or sickness compensation arising out of employment of any Tenino personnel. Provided further, Tenino hereby agrees to defend, indemnify, and hold harmless Bucoda against any

loss or liability to the extent resulting from any act or omission or failure to act by Tenino personnel.


- 10. **RECORDING.** Pursuant to Chapter 39.34 RCW, Bucoda shall cause this Agreement to be recorded with the Thurston County Auditor's Office, or, alternatively, listed by subject on a Bucoda's web site or other electronically retrievable public source after all parties have fully executed.
- 11. **NO SEPARATE LEGAL ENTITY CREATED.** This Agreement creates no Joint Board and no separate legal entity.
- 12. **DISPUTE RESOLUTION.** In the event of a dispute between the Parties with respect to this Agreement, the Parties shall first seek resolution through mediation on terms and conditions agreed to in writing or, in the event the Parties do not reach such agreement, through the Dispute Resolution Center of Thurston County. Each Party will bear its own costs and fees for mediation, including one half of the mediation service provider cost. Mediation shall be required prior to any suit being filed by a Party arising out of this Agreement.
- 13. **NOTICE.** Unless otherwise stated herein, any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

TOWN OF BUCODA

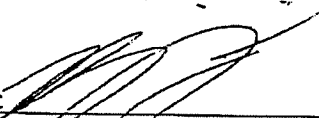
CITY OF TENINO

DATED: 13 Sept 2022

DATED: _____


Steve Purcell, Mayor

Wayne Fournier, Mayor

Attest: 
Bailey Finley, Clerk/Treasurer

Attest: _____
Kayleen Canup, Clerk/Treasurer

Approved as to form:

Approved as to form:

Marissa Y. Jay, Town Attorney

Richard L Hughes, City Attorney

TOWN OF BUCODA, WASHINGTON
RESOLUTION NO. 2022- 04

A RESOLUTION OF THE TOWN OF BUCODA, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF TENINO FOR CODE ENFORCEMENT SERVICES.

RECITALS:

WHEREAS, the Town of Bucoda, Washington (the "Town") is a Town under the laws of the State of Washington; and

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that benefits each party to an agreement; and

WHEREAS, pursuant to RCW 39.34.080 Bucoda and Tenino are authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, the jurisdictional boundaries of Tenino and Bucoda are located in close proximity; and

WHEREAS, Tenino has in its employ a certified Code Enforcement Officer and is willing to contract with Bucoda to provide such services; and

WHEREAS, Bucoda desires to contract with Tenino to obtain the services of a Code Enforcement Officer; and

WHEREAS, such a contract between Tenino and Bucoda would mutually benefit the respective municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF BUCODA, WASHINGTON:

Section 1. Mayor Authorization. The Mayor is authorized to execute an Interlocal Agreement with the City of Tenino for code enforcement services, substantially in the form as Attachment A.

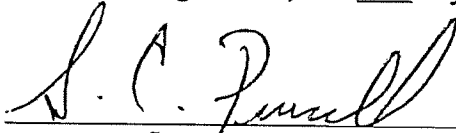
Section 2. Publication. Upon execution of the Interlocal Agreement by both Parties, the Town Clerk/Treasurer is directed to either publish the fully executed Interlocal Agreement on the Town of Bucoda's website or to record such Interlocal Agreement with the Thurston County Auditor.

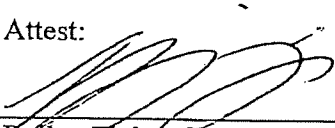
Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.


Section 4. Effective Date. This Resolution shall take effect immediately.

Section 5. Corrections. The Town Clerk and the codifiers of this Resolution are authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the Town of Bucoda, Washington, and **APPROVED** by the Mayor of the Town of Bucoda at a regularly scheduled open public meeting thereof, this 10th day of May, 2022.


Steve Purcell, Mayor

Attest:

Bailey Finley, Town Clerk

Approved as to form:

Marissa Y. Jay, WSBA # 55593
Town Attorney

Approved Reading: 9/13/ 2022
Publication Date: /2022
Effective Date: 9/13 2022

5.

ATTACHMENT A

6.

File Attachments for Item:

6. Trail Paving Bid

Recommended Action: Review, Discuss and approve attached bid.



Centralia Division
lakesideindustries.com
P.O. Box 636 / Centralia, WA 98531
ph: 360.736.2847 / fax: 360.736.0648
Washington Contractor License No. LAKESI*274JD
Oregon Contractor License No. CCB 108542
Equal Opportunity Employer

PROPOSAL CONTRACT AGREEMENT

Table with contract details including To: City Of Tenino, Address: 149 Hodgden St. S, Project Name: T90 Park Trail And Pump Track, Bid Number, Bid Date, and Attachments.

Table with 2 columns: Item Description and Total Price. Item: Pave Park Trail At 2" Class A Mod 1/2" HMA Approximately 2,382 LF @ 8.5' Wide. Total Price: \$70,800.00

Total Bid Price: \$70,800.00

Notes:

- Grade must be ready to accept 2" of asphalt ROAD BED MUST BE A MINIMUM of 10' wide.
Price Based on 1 Mobilizations. Additional Mobilizations are \$3,500.00 Each.
Price Excludes: Layout, Survey, or Engineering; Erosion Control; Utility Location and/or Adjustment; Utility Patching; Traffic Control; Premium Pay for Night, Holiday, or Weekend Work; Herbicide; Prime Coat; Rock or Grading; Insurance Premium over Standard Insurance; Base Repair; Temp Ramp Placement/Removal; Grinding; MTD/V; Cleaning Between Lifts; Tax; Permits; Bond; Testing; Sawcutting; Curbing; Concrete Protection; Crack Sealing; Seal Coat; Striping.
Subgrades must be firm and unyielding.
Performance Bond not included in bid price. If required please add 1% to total cost of bid.
Bid based on approved contract; This proposal & Lakeside Provisions to be a part of all contract documents.
Lakeside Industries is not responsible for designed cross slopes of less than 1% that hold water after paving is complete.
Price based on current petroleum cost. Price escalation to be linked to the WSDOT/ODOT asphalt binder index.
Lakeside Industries Inc. proposed prices herein assume that Lakeside Industries Inc.'s work hereunder will be substantially complete on or before: October 10, 2022.
By accepting this bid Cody is allowed to fish bass at the quarry when ever he wants.
Unless Contracting Party has signed and returned this Agreement with in thirty (30) days of the date first stated above, LAKESIDE INDUSTRIES' proposal shall be null and void.
CONTRACTING PARTY'S SIGNATURE ON ONE COPY RETURNED TO LAKESIDE INDUSTRIES INC. WILL RENDER THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. CONTRACTING PARTY'S SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF LAKESIDE INDUSTRIES INC. NOTICE TO CUSTOMER' STATEMENT ATTACHED HERETO.
Working Hours to be Monday through Friday 7:00am - 6:00pm.

Payment Terms:

Payment is due within 10 days of receipt of invoice.

Table with 2 columns: ACCEPTED and CONFIRMED. Includes fields for Buyer, Signature, Date of Acceptance, Authorized Signature, and Estimator (Cody Johnson).

General Provisions

1. DEFINITIONS. As used herein, (i) "Contractor" shall mean Lakeside Industries, Inc. or any division thereof; (ii) "Contracting Party" shall mean the person or entity purchasing materials and/or services as set forth on the front page hereof and pursuant to these General Provisions; and (iii) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party's acceptance of those terms and conditions set forth on the front page hereof and these General Provisions and/or materials and/or services provided to Contracting Party by Contractor.

2. ACCEPTANCE. Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) calendar days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Contractor hereby objects to any conflicting, additional and/or different terms contained in any proposal or other writing issued by Contracting Party for purposes of accepting the proposal set forth herein and the same shall not become a part of this Agreement unless agreed upon in writing by Contractor and Contracting Party.

3. COST ESCALATION FOR ASPHALT. Contractor's proposal herein is based upon local vendor posted prices for liquid asphalt as of the date of Contractor's proposal. In the event the actual prices exceed such posted prices, the Contract Price shall be equitably adjusted by change order to reflect such increase. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

4. CREDIT VERIFICATION. This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal (without any legal recourse by Contracting Party) should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate. Contractor shall have the continuing right to approve of Contracting Party's credit and may at any time demand advance payment, satisfactory security or a guarantee of prompt payment. If Contracting Party is either unable or unwilling to give the payment, security or guarantee demanded, Contractor may terminate this Agreement, refuse to deliver any goods and/or perform work and Contracting Party shall become liable to Contractor for all unpaid costs.

5. TERMS OF PAYMENT. Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of 1-1/2% per month (18.00% per annum) or the highest rate allowed by law, with such changes occurring from the first date the invoice became due until the date payment is ultimately received by Contractor.

6. ELECTRONIC PAYMENTS. Upon execution of the Agreement, Contractor may elect to be paid by electronic payment methods and shall provide Owner with written payment instructions and all necessary forms required by Owner to make payments to Contractor by electronic payment transfer (the "Payment Information"). Contractor shall submit the initial Payment Information to Owner by certified mail or by hand delivery only and Owner will provide written acknowledgement of the receipt of the same. Thereafter, if Owner receives any request to change such Payment Information (regardless of whether the request is made in person, telephonically, or in writing of any kind), Owner agrees that it will not modify or make a change to this Payment Information without oral confirmation by a telephone call initiated by the Owner to Contractor, followed by written confirmation, from Contractor's Chief Financial Officer or Controller (one or both shall be designated by the original payment instructions). Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as required under the terms of this Agreement, and any payment amounts that are misdirected by Owner continue to be due to Contractor in accordance with the terms of this Agreement and without delay. Owner shall be solely responsible for pursuing any insurance recovery or other legal remedy for the loss; however, Contractor shall cooperate to the extent necessary to provide relevant information regarding the loss to Owner or insurers or legal authorities.

7. SCHEDULE. This Agreement is subject to Contractor's review and approval of Contracting Party's schedule. Contracting Party shall coordinate other contractors' and subcontractors' work to prevent any delay or interference with Contractor's work.

8. CHANGES. Contracting Party, without invalidating the Agreement, may order changes in the scope of the work provided for by this Agreement, with the cost of the work and the time to complete such work being adjusted accordingly. Such changes in the work shall be authorized only by written change order and mutually agreed to and signed by Contracting Party and Contractor.

9. PROPERTY LINES. Contracting Party warrants that Contracting Party knows the actual location of all legal property lines and that Contracting Party, prior to commencement of work hereunder, shall place stakes clearly identifying such property lines.

10. PERMITS. Any permits that must be secured prior to commencement of the work hereunder shall be secured and paid for by Contracting Party.

11. DELAYS. (a) Events beyond the Control of the Contractor / Force Majeure: For delays not caused by any fault of the Contractor, its Subcontractors, their agents and assigns, the Contract Time to achieve Substantial Completion may be extended by a change order issued within twenty-one (21) days of the event in causing delay and accordance with the notice requirements for claims. In such event, the Contract Time may be extended for reasonable time, but in no case less than a day for a day extension of the Critical Path at the time of the event, as well as additional reasonable time due to remobilization, documented inefficiency, supply chain and materials delays, or other time related impacts. Events beyond the reasonable control of Contractor that adversely affects Contractor's obligations include but are not limited to, labor disputes, fire, abnormal adverse weather conditions, force majeure, unusual delay in transportation, fuel, material, or labor shortages or unavailability, action or inaction of public authorities not arising out of the fault of Contractor, casualties or any other causes beyond Contractor's reasonable control, acts of God, weather, natural disasters, epidemics, quarantine restrictions, acts of state or federal government that result in actual limitations to the progress of the Work, also including but not limited to incidence of disease or other illness that reaches outbreak, epidemic, endemic, and/or pandemic proportions or otherwise affects the area in which the project is located and/or the Contractor's labor and/or supply chain, unusual delay in deliveries or other causes which may cause or justify delay. In the event of such delay or delays, the Contractor is entitled to compensation for all actual, direct costs incurred, demonstrable inefficiency or other realized impacts, plus reasonable overhead and fee on the direct costs that arise from or are relate to such delays.

(b) Contracting Party Caused Delays: If Contractor is delayed at any time in the commencement or progress of the Work by any act or neglect of Contracting Party, or by any employee or agent of Contracting Party, or by any separate contractor or supplier employed by Contracting Party, or by changes ordered in the Work by Contracting Party, then the Contract Time shall be extended by change order for a period of time reasonably necessary to alleviate the effect of such events on Contractor. Such Delays shall be compensable to Contractor and such equitable adjustment of the Contract Price and Fee and shall be made by change order. Contractor reserves the right to terminate this Agreement in accordance with termination for convenience principals if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

(c) Suspension: Contractor may, at Contractor's election, terminate the Contract, subject to the notice below, if the Work is stopped or suspended for a period of thirty (30) consecutive calendar days, if such suspension is imposed through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work for the Contractor. The Contractor may also terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Contracting Party, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less. If the conditions for suspension, delays, or interruptions of the Work pursuant to this section occur, the Contractor may, upon seven (7) days' notice to the Contracting Party, and provided such reason continues to exist at the close of business at the end of such seven (7) day period, terminate the Contract and recover payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

12. HAZARDOUS SUBSTANCES. Contracting Party agrees to indemnify, defend and hold harmless Contractor and its employees and subcontractors from liability related to the existence of hazardous substances at the project site, unless such liability results directly from hazardous substances brought on to the project site by Contractor or its subcontractors or arises out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor encounters a substance on the project site which Contractor believes is a hazardous substance, Contractor shall immediately notify Contracting Party and shall cease work in whole or in part and any delays (and costs arising therefrom) shall be Contracting Party's responsibility.

13. TERMINATION FOR CAUSE. Contractor has the right to terminate this Agreement if Contracting Party fails to comply with any of the other provisions herein; provided, further, Contractor may terminate this Agreement in the event of the happening of any of the following: (a) Contracting Party fails to timely pay Contractor pursuant to the terms herein; (b) insolvency of Contracting Party or

Contractor; (c) any act of bankruptcy by Contracting Party under any provision of the Federal Bankruptcy Act or filing by Contracting Party of a voluntary petition under any law providing for relief from the claims of creditors; (d) the filing of an involuntary petition to have Contracting Party adjudicated as bankrupt under the Federal Bankruptcy Act or for reorganization of Contracting Party under that Act or under any law providing for relief from the claims of creditors which is not vacated within thirty (30) days from the date of such filing; (e) the appointment of a receiver or trustee for Contracting Party or Contractor which is not vacated within thirty (30) days from the date of such appointment; (f) the execution by Contracting Party or Contractor of an assignment for the benefit of creditors; or (g) any other event occurring which under the applicable law would entitle Contractor to cancel and terminate this Agreement. Such termination shall not prejudice any claims that either party may have against the other.

14. INDEMNITY. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Contracting Party from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Contracting Party shall indemnify, defend, and hold harmless Contractor from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, to the extent caused by negligent acts or omissions of Contracting Party, or anyone directly or indirectly employed by it or anyone for whose acts it may be liable.

15. WARRANTIES. Contractor warrants and guarantees all work and/or materials provided under this Agreement shall be of good quality and workmanship, free from faults and defects and in conformance with this Agreement. Contractor further agrees, at Contractor's sole option, to make good, at its own expense, any defect in materials or workmanship which may appear within one (1) year of Contractor's substantial completion of its work hereunder. EXCEPT AS OTHERWISE PROVIDED HEREIN, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND NONE SHALL BE IMPLIED BY LAW. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, vandalism or normal wear and tear under normal usage. Contracting Party agrees that oral agreements, statements and representations made by Contractor, its employees or its agents shall not constitute a warranty of any kind.

16. TIME LIMITATION ON CLAIMS. Any action arising out of Contracting Party's purchase of materials or Contractor's provision of services to Contracting Party, including any action arising under this Agreement, must be commenced within one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained, and shall be barred, which is not commenced within such one-year period.

17. LIMITATION OF LIABILITY. Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages, special, direct, incidental or consequential, sustained by Contracting Party or others arising of Contractor's performance of this Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or any third party for more than the amount of Contractor's proposal. Contractor shall not have any liability to Contracting Party for lost profits, consequential, special, indirect or incidental damages based upon a claim of any type or nature.

Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes and/or conduits and cables not visible from the surface of the ground nor for any damage to approaches (including sidewalks) from the street to the property line; (ii) damage to the completed pavement surface due to the action of petroleum product spillage; (iii) subgrade failure or utility ditch failure; or (iv) growth of horsetail weed, morning glory, deep-rooted ferns or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in this Agreement shall be applied at the rate specified by the manufacturer thereof.

18. DISPUTE RESOLUTION/ATTORNEYS' FEES. Contracting Party and Contractor agree that all claims, collections, disputes, or other controversies arising under this Agreement or related hereto, shall be settled by and subject to litigation, or at the sole choice of the Contractor, binding arbitration with a single arbitrator pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall be commenced by the Contractor delivering a written demand for arbitration to the AAA, and a copy of such demand shall be delivered to the Contracting Party. Contracting Party and Contractor agree that the location of any such arbitration proceeding shall be at the Seattle, Washington AAA office. Any arbitration award by the arbitrator who shall be an attorney with significant construction law experience, shall be final and binding on the parties and subject to confirmation and reduction to judgment pursuant to RCW 7.04 in the King County Superior Court. In any such litigation, the proper venue and jurisdiction shall be the Superior Court of King County located in Seattle, Washington. In any litigation or arbitration, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and consultant costs, including on appeal.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20. SEVERABILITY. In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining paragraphs, parts, terms and conditions of this Agreement shall not be affected and shall remain in full force and effect.

21. VOLUNTARY CONTRACT. Each of the parties to this Agreement has carefully read and fully understands the terms and conditions hereof, has had full opportunity to consult with legal counsel regarding its meaning and effect, and is entering into this Agreement freely and voluntarily, through a representative who is fully authorized and empowered to sign on its behalf.

22. INSURANCE. Contractor shall maintain at all times during the course of this agreement, insurance covering claims from third parties due to bodily injury including death, and property damage resulting from Contractor's performance of operations under this agreement. The minimum amount of insurance to be maintained shall be \$1,000,000 each occurrence and aggregate (including completed operations) of general liability coverage.

Contractor reserves the right to review and approve the Insurance Programs, insurance coverages, and insuring agreements prior to contract acceptance.

23. DIFFERING SITE CONDITION. To the extent the Contractor encounters subsurface or concealed conditions which differ materially from that actually known by Contractor or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Agreement, then the Contractor shall, within a reasonable time, give notice thereof to the Contracting Party. The Contracting Party shall promptly investigate such conditions. If the Contracting Party agrees that such conditions differ materially and cause an increase in cost or time, Contracting Party shall adjust the Contract time accordingly and compensate Contractor for the increase in the Cost of the Work.

24. FORCE MAJEURE. In addition to the terms set out in Paragraph 11, above, Contractor shall not be liable for any damages resulting from any delays or failure to perform arising from any cause not reasonably within Contractor's control; strikes; shortage of labor, transportation, raw materials or energy sources; fire; earthquake; flood; war; terrorist attack; or acts of God or any other cause referenced in Paragraph 11(b) of this Contract.

25. ENTIRE AGREEMENT. Contracting Party and Contractor intend that the proposal and those terms and conditions on the front page hereof and these General Provisions shall constitute the final, complete and exclusive Agreement between the parties. This Agreement supersedes all other prior or contemporaneous agreements, investigations, representations, understandings and promises, oral and/or written, by or between the parties with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings and promises, oral and/or written, made by Contractor. No course of dealings between the parties shall be relevant or admissible to explain, supplement or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.

State of Washington

NOTICE TO CUSTOMER(RCW 18.27.114)

Lakeside Industries, Inc. is registered with the State of Washington, Registration No. LAKESI*274JD, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against Lakeside Industries for breach of contract including negligent or improper work in the conduct of Lakeside Industries' business. The expiration date of Lakeside Industries' registration is July 31st.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by Lakeside Industries. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of Lakeside Industries, Inc. or its subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST LAKESIDE INDUSTRIES, INC. TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

Lakeside Industries, Inc. is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Contracting Party Name:

File Attachments for Item:

7. Council Member Elain Klamn sharing information on Tenino becoming a Purple Heart City.

Recommended Action: Discussion only

[Revised 01 January 2021]

Military Order of the Purple Heart Purple Heart Trail Considerations Recommended Procedures

General Information:

The Purple Heart Trail program began in 1992 at Mt. Vernon, Virginia. The goal was to make the public aware of the Purple Heart Medal and what the medal represented. Roads, bridges, highways, and trails were designated as a part of the Purple Heart Trail. The Purple Heart Trail grew so did the request from businesses, colleges, universities, cities, towns, sports teams, airports, buildings, and many others.

The Purple Heart designation is an “Outward expression of an internal desire to recognize and Honor recipients of the Purple Heart”. The Purple Heart is presented to men and women of all military services that have been injured or killed in action against an enemy of the United States.

The Process to become a Purple Heart Designated Location:

Each State has a Department Commander and several Chapters, the process begins when a Department or Chapter Commander is notified that a location is interested in being designated a Purple Heart entity. It is recommended that a meeting be arranged to talk about options, dates of presentation and other items that will enhance the experience of Purple Heart recipients, their families, and members of the community.

Options for types of activities that Purple Heart locations can provide:

1. Many Cities, Towns, and Counties have canvassed their citizens through news releases and notifications to churches and businesses to find Purple Heart recipients. Family members and Gold Star Families will have pictures and stories of their loved ones that have received the Purple Heart. The idea is to collect the information, stories and pictures and develop a booklet that others can see and read about the men and women of their community. Once the information is collected and published a date is set for a “Meet and Greet” where the families and recipients of the Purple Heart can have a cup of coffee and a cookie to talk about their family member. At this point the leadership of the community reads a Proclamation and is presented with a Plaque designating the City, Town, or County as a Purple Heart City, and placed on the Purple Heart Trail website.
2. Provide Purple Heart recipients with tax relief, reduced fees at parks, zoos, parking facilities and public events. Set aside August 7th each year as National Purple Heart Day, place signs that indicate that this location is a Purple Heart entity.

3. Businesses, Universities, Colleges, and other Learning Institutions will provide a Veterans Oasis or study area. Provide a reception to honor Purple Heart recipients and other veteran as students or business employees.
4. Sports teams, Stadiums and Medical Facilities draw from a large area and may not be able to have contact information to canvas individuals that use their facilities. These Facilities can still be a Purple Heart entity and will create an event that will lift our Purple Heart families and recipients with things like a Purple Heart game or Day.
5. Options to provide Purple Heart Recipients, and their families the honor they deserve is not limited to any one option. There are many stories that have never been told, some families receive the Purple Heart in the mail, and they need to be able to tell the story about their love ones.

Daniel M. Eddinger
Major, USA, (Ret)
National Coordinator
Purple Heart Trail
commander.mophct@gmail.com
828 707-5131