

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, March 25, 2025 at 6:30 PM

Agenda

WORK SESSION

1. Work Session Items and Agenda for 4/8/2025
2. Judy Cryderman, Community donation

Judy Cryderman wishes to donate to the Dog Shelter build

CALL TO ORDER

3. Flag Salute

AGENDA APPROVAL

4. Agenda Approval

Recommended Action: Motion to approve the 3/25/2025 agenda as presented.

APPROVAL OF MINUTES

5. Approval of Minutes

Recommended Action: Motion to approve the 3/11/2025 minutes as presented.

CONSENT CALENDAR

6. Consent Calendar for March 12, 2025 through March 25, 2025 consisting of Payroll EFT's in the amount of \$37,338.49 and Claims Checks #330074 through #33101 and EFT's in the amount of \$87,145.08 for a Grand Total of \$124,483.57.

Liquor License Renewals: None

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

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

7. Planning Commission Appointment

Recommended Action: Move to approve the appointment of William Bennett II to position 3.

8. Carol Solar-request to remove late fee

Recommended Action: Move to remove or deny the late fee due to hardships.

9. AUTHORIZATION FOR ENGINEERING SERVICES NO. 2025-001 CITY OF TENINO, WASHINGTON
BASEBALL FIELD DRAINAGE DESIGN SERVICES

Recommended Action: Move to approve the authorization for engineering svcs 2025-001.

10. Late fee request to waive H. Jepsen

Recommended Action: Motion to remove or deny the late fee imposed.

11. RCO Grant Agreement:

Recommended Action: Motion to approve Mayor Watterson to sign the RCO agreement.

12. City Park Trail Maintenance Agreement:

Recommended Action: Motion to approve Mayor Watterson to sign the City Park Trail Maintenance Agreement.

13. Tenino Farmers Market request. Use and block off Olympia Street and waive the Special Events Fee.

Recommended Action: Move to approve the use of Olympia St and waiver or deny the Special Events Fee.

RESOLUTIONS

14. Resolution 2025-03 Amending the Fee Schedule

Recommended Action: Move to approve Resolution 2025-03, amending the Fee Schedule as presented.

ORDINANCES

REPORTS

15. 12. Outside Agency

- 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) South Thurston Economic Development Initiative (STEDI)
- 4) ARCH Commission 5) Experience Olympia & Beyond (VCB)
- 5) Timberland Regional Library

13. Committees/Commissions

- 1) Civil Service Commission
- 2) Finance Committee
- 3) Planning Commission
- 4) Public Safety Committee
- 5) Public Works Committee

14. Staff

- 1) Chief of Police
- 2) Director of Public Works
- 3) Code Enforcement/Building Inspector
- 4) PARC Specialist
- 5) Clerk/Treasurer
- 6) Mayor

15. Liaisons

- 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) Thurston County Commissioner's Office
- 8) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

5. Approval of Minutes

Recommended Action: Motion to approve the 3/11/2025 minutes as presented.

**City Council Meeting
Tuesday, March 11, 2025**

Minutes

WORK SESSION

Mayor Watterson convened the work session at 6:30 pm with

PRESENT

Councilmember Elaine Klamn
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Jeff Eisel

ABSENT

Councilmember Linda Gotovac

1. Discussion of double penalties

Discussion ensued with the City on Mr. Champagnes' building permit penalty fees. Mr. Champagne stated he spoke with Plan Rev Tech LG Nelson who stated he would take off the penalties on the permit. Mayor Watterson continued this discussion until the City received a letter from LG Nelson stating the same.

2. Discussion

Continued

3. Work Session items and agenda for 3/25/2025

Mayor Watterson asked Council to please let him know as soon as possible so we can include it on the agenda.

CALL TO ORDER

Mayor Watterson convened the work session at 7:30 pm with

PRESENT

Councilmember Elaine Klamn
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Jeff Eisel

ABSENT

Councilmember Linda Gotovac

4. Flag Salute

AGENDA APPROVAL

5. Agenda Approval

Recommended Action: Motion to approve the 3/11/2025 agenda as presented.

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

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 4/0.

APPROVAL OF MINUTES

6. Recommended Action: Motion to approve the 2/25/2025 minutes as presented.

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

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 4/0.

CONSENT CALENDAR

7. Approval for Liquor License

Approved with consent calendar votes

8. Consent Calendar for February 26, 2025 through March 11, 2025 consisting of Payroll EFT's in the amount of \$63,111.90 and Claims Checks #33042 through #33073 and EFT's in the amount of 73,636.68 for a Grand Total of \$136,748.58.

Liquor License Renewals for Tenino Farmers Market, Tenino Market Fresh, Tenino IGA Market Fresh.

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

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

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 4/0.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

None

NEW BUSINESS

9. Ticknor School Reroof agreement

Recommended Motion: Move to approve the reroof agreement.

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

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 4/0.

10. Creative District Sign Agreement

Recommended Action: Move to approve the Creative District Sign Agreement

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

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 4/0.

11. HEAR Grant Agreement

Recommended Action: Move to approve the HEAR Grant Agreement

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

Voting Yea: Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 4/0.

RESOLUTIONS

None

ORDINANCES

None

REPORTS

12. Outside Agency

- 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) Timberland Regional Library

None

13. Committees/Commissions

- 1) Civil Service Commission
- 2) Façade Improvement Grant Review Committee
- 3) Finance Committee
- 4) Planning Commission
- 5) Public Safety Committee
- 6) Public Works Committee

1) Civil Service Commission: Mayor Watterson reminded everyone the boundaries have been amended in that a person can live outside the City limits but inside the Tenino School District to be able to apply for the commission.

- 14. 5) Clerk/Treasurer:** Mayor Watterson reported Springbrook software is still working on our bank reconciliations and we are waiting on a final number for the 2024 year end.

6) Mayor: Mayor Watterson reminded everyone of the ribbon cutting for Simply Organic on Thursday 3/13 at 5:00 pm. He attended the ground breaking ceremony for the VFW Wall on 3/8/2025. He has looked into a grant that will cover a study to continue the walking/biking trail to the Ag Park as well as a State toll credit that would cover our match. On 3/21/2026 there is a segment on HGTV House Hunter's that features purchasing property in Tenino. The EV grant for the charging stations as the Ag Park will have enough funds to also install charging stations in the parking lot behind the Mini Mall, Quarry House parking lot and at the City Park. The City Attorney Dille is reviewing the draft pertaining to the rent for the Food Bank as well as a conditional use permit for the warehouse. He is working on getting a packet together that City staff can hand out to new Builders as well as a packet for new renters or home owners regarding the sewer.

- 15. 1) Bucoda/Tenino Healthy Action Team (BTHAT):** Councilmember Eisel reported they held a community event pertaining to Addiction Prevention with a great turnout. On 4/7/2025 at the next event it is conversation covering Love, Learn, Do. 4/26/2025 will be the next pill take back being held at the Tenino Police Dept.

2) Solid Waste Advisory Board: Councilmember Klamn reported they are working on a rate study. In May they will be holding a compost give away. They are also going to be doing the Fix It program again this year.

4) Tenino School Board: Councilmember Lawton reported the kids are starting Baseball with the first game being held in Yelm. Councilmember Eisel reported he took a tour of the middle school. During the board meeting his wife stated they really are pressing the fact to parents and students to talk with the principal and teachers for any type of issue.

5) Thurston Regional Planning Council (TRPC): Discussion mainly revolved the Rural buses and why smaller jurisdictions did not have Intercity Transit busses.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

None

ADJOURNMENT

Mayor Watterson adjourned the meeting at 8:00 pm.

File Attachments for Item:

6. Consent Calendar for March 12, 2025 through March 25, 2025 consisting of Payroll EFT's in the amount of \$37,338.49 and Claims Checks #330074 through #33101 and EFT's in the amount of \$87,145.08 for a Grand Total of \$124,483.57.

Liquor License Renewals: None

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

**Consent Calendar for March 12, 2025 through
March 25, 2025 consisting of:**

- **Payroll EFT's in the amount of \$37,338.49**
- **Claims Checks #330074 through #33101 and
EFT's in the amount of \$87,145.08.**

for a grand total of \$124,483.57

a) Liquor & Cannabis License:

CHECK REGISTER

City Of Tenino

Time: 14:27:15 Date: 03/25/2025

03/12/2025 To: 03/25/2025

Page: 1

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|------------------------------------|------------|---------|--------|-------|--|-----------|--|
| 840 | 03/20/2025 | Payroll | 5 | EFT | Robert A Auderer | 2,801.74 | |
| 841 | 03/20/2025 | Payroll | 5 | EFT | Veronica A Barnes | 2,453.59 | |
| 842 | 03/20/2025 | Payroll | 5 | EFT | Miles Cannon | 2,019.47 | |
| 843 | 03/20/2025 | Payroll | 5 | EFT | Troy LK Cannon | 2,972.80 | |
| 844 | 03/20/2025 | Payroll | 5 | EFT | Brent L Gibbs | 2,153.30 | |
| 845 | 03/20/2025 | Payroll | 5 | EFT | Aaron Lee | 3,343.63 | |
| 846 | 03/20/2025 | Payroll | 5 | EFT | Alec C McClelland | 3,443.09 | |
| 847 | 03/20/2025 | Payroll | 5 | EFT | Cole Plaja | 2,408.56 | |
| 848 | 03/20/2025 | Payroll | 5 | EFT | Jason M Plaja | 2,037.16 | |
| 849 | 03/20/2025 | Payroll | 5 | EFT | Jessica Reeves-Rush | 1,154.09 | |
| 850 | 03/20/2025 | Payroll | 5 | EFT | Maria Rodriguez | 2,364.94 | |
| 884 | 03/19/2025 | Payroll | 5 | EFT | Timberland Bank | 9,896.12 | 941 Deposit for Pay Cycle(s) 03/20/2025 - 03/20/2025 |
| 886 | 03/19/2025 | Payroll | 5 | EFT | WA State Dept of Retirement Systems | 290.00 | Pay Cycle(s) 03/20/2025 To 03/20/2025 - Deffered Comp |
| 807 | 03/12/2025 | Claims | 5 | 33074 | Far Far Away Properties | 240.00 | 209450.00 - 1099 OLD HWY 99 S |
| 815 | 03/13/2025 | Claims | 5 | 33075 | Ever's Secure Roofing LLC | 5,415.00 | Ticknor school |
| 933 | 03/25/2025 | Claims | 5 | 33076 | 911 Supply - Keizer | 98.22 | |
| 934 | 03/25/2025 | Claims | 5 | 33077 | ALS Group USA, Corp | 3,433.00 | |
| 935 | 03/25/2025 | Claims | 5 | 33078 | BCSLLC | 2,078.78 | |
| 936 | 03/25/2025 | Claims | 5 | 33079 | Baxter's Carpet Cleaning | 150.00 | |
| 937 | 03/25/2025 | Claims | 5 | 33080 | Vicki M Booth | 150.00 | |
| 938 | 03/25/2025 | Claims | 5 | 33081 | Capitol Investment Group LLP | 155.89 | 111500.10 - 119 MCCLELLAN ST S |
| 939 | 03/25/2025 | Claims | 5 | 33082 | Cintas Corporation | 136.46 | |
| 940 | 03/25/2025 | Claims | 5 | 33083 | Ever's Secure Roofing LLC | 5,415.00 | Final payment |
| 941 | 03/25/2025 | Claims | 5 | 33084 | Gibbs & Olson Inc | 24,743.00 | |
| 942 | 03/25/2025 | Claims | 5 | 33085 | J & I Power Equip | 84.31 | |
| 943 | 03/25/2025 | Claims | 5 | 33086 | Brandon Kollars | 170.30 | 602100.00 - 335 BRIAR LANE S |
| 944 | 03/25/2025 | Claims | 5 | 33087 | Thomas L Meyer | 2,250.00 | |
| 945 | 03/25/2025 | Claims | 5 | 33088 | Pitney Bowes Global Financial Svcs | 2,074.53 | |
| 946 | 03/25/2025 | Claims | 5 | 33089 | Puget Sound Energy | 7,739.64 | |
| 947 | 03/25/2025 | Claims | 5 | 33090 | Rosen Supply Lacey | 796.40 | |
| 948 | 03/25/2025 | Claims | 5 | 33091 | Springbrook Holding Co LLC | 12,100.00 | |
| 949 | 03/25/2025 | Claims | 5 | 33092 | T-Mobile | 955.77 | Dec-Jan, Jan-Feb, Feb-Mar cell phones |
| 950 | 03/25/2025 | Claims | 5 | 33093 | TRPC | 23.47 | |
| 951 | 03/25/2025 | Claims | 5 | 33094 | That Hose Guy | 83.69 | |
| 952 | 03/25/2025 | Claims | 5 | 33095 | Thurston Co Public Health & Social Serv | 128.00 | |
| 953 | 03/25/2025 | Claims | 5 | 33096 | Thurston Co Sheriff | 6,250.00 | |
| 954 | 03/25/2025 | Claims | 5 | 33097 | WA State Auditor | 3,999.15 | |
| 955 | 03/25/2025 | Claims | 5 | 33098 | WA State DOR | 6,558.14 | |
| 956 | 03/25/2025 | Claims | 5 | 33099 | WA State Dept Of Ecology | 1,370.37 | |
| 957 | 03/25/2025 | Claims | 5 | 33100 | Wells Fargo Vendor Fin Serv | 486.12 | |
| 958 | 03/25/2025 | Claims | 5 | 33101 | Wilson Parts Corporation | 59.84 | |
| 001 General Government Fund #001 | | | | | | 54,634.23 | |
| 002 Quarry Pool Fund #002 | | | | | | 305.95 | |
| 101 City Street Fund #101 | | | | | | 12,449.38 | |
| 310 Municipal Capital Imp Fund 310 | | | | | | 22,936.61 | |
| 401 Water Fund | | | | | | 7,103.04 | |
| 402 Water Capital Imp Fund | | | | | | -3.80 | |
| 410 Sewer Fund | | | | | | 17,170.66 | |
| 421 Sewer Capital Improvement Fund | | | | | | 9,887.50 | |

CHECK REGISTER

City Of Tenino

Time: 14:27:15 Date: 03/25/2025

03/12/2025 To: 03/25/2025

Page: 2

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|--|------|------|--------|-------|----------|------------|---|
| * Transaction Has Mixed Revenue And Expense Accounts | | | | | | 124,483.57 | Claims: 87,145.08 Payroll: 37,338.49 |

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 _____ 2024.

 Clerk/Treasurer

 Mayor

 Councilmember

 Councilmember

 Councilmember

 Councilmember

 Councilmember

File Attachments for Item:

7. Planning Commission Appointment

Recommended Action: Move to approve the appointment of William Bennett II to position 3.



City of Tenino Planning Commission Vacancy Application

149 Hodgden St. S
PO Box 4019
Tenino, WA 98589
(360) 264-2368
Fax (360) 264-5772

Name as registered: William Bennett

Physical Address: 7010 Churchill Rd SE, Tenino WA, 98589

Mailing Address: Same

Home Phone: N/A Cell Phone: 360-556-1637

Email Address: W.L.Bennett.II@gmail.com

Years as Tenino Resident: 3 Preferred form of contact: e-mail or text

What experience do you have working with boards, commissions, work groups:
Various internal work groups at various jobs throughout career.

Why would you like to serve on the Tenino Planning Commission:
To improve safety, accessibility, traffic flow in Tenino. To learn about local issues in planning

What is one issue you see in Tenino or with its planning:
Traffic and pedestrian safety at the interseciton of Old Hwy 99 and 507. Pedestrian safety throughout downtown area.

Please list your work experience:
See attached resume. Most recently Senior Appraiser at Thurston County Assessor's Office.

List any volunteer or elected experience:

Please attach your resume to this application.

Please list three (3) references:

Name: Will Rutherford Contact number: 360-701-8797

Email: _____

Adress: _____

Name: Cory Mounts Contact number: 360-464-7840

Email: _____

Adress: _____

Name: Aimee Richardson Contact number: 360-870-5672

Email: _____

Adress: _____

Committee members make recommendations and decisions that affect the entire community.

- 1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions?
 Yes (Please explain on back) No 2.)
- 2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community?
 Yes No (Please explain on back)
- 3.) Meetings are currently the second Wednesday of every month at 6pm. Do you have any conflicts that would prevent you from attending meetings?
 Yes (Please explain on back) N

Signature: 

Date: 2/5/2025

Please return completed form and any additional information to:
City of Tenino – Attn: City Clerk, 149 Hodgden St South, P.O. Box 4019, Tenino, WA 98589
For more information please call (360) 264-236

+360 556 1637 | w.l.bennett.ii@email.com | Tenino, WA | [in LinkedIn.com/wlbennett/](https://www.linkedin.com/wlbennett/)

WORK EXPERIENCE

Senior Appraiser | *Thurston County Assessor's Office* | *Olympia, WA* | *November 2021 - present*

- Performing extensive research and analysis of home sales.
- Estimating the market value for each property for assessment purposes based on market analysis.
- Maintaining CAMA system database of parcel information for land and building valuations.
- Supporting taxpayers and the public daily face-to-face, over the phone, by mail, and e-mail.
- Explaining county systems and their relationship to value to taxpayers.
- De-escalating high-pressure situations daily.
- Demonstrated growth from Appraiser Assistant to Senior Appraiser role.
- Completed USPAP, IAAO 101, 102 courses - certified DoR Ad Valorem inspector.
- Capable of inspecting, sketching, mapping, and creating a value for any residential parcel.

Product Support Associate | *Open Sesame* | *Portland, OR* | *May 2019 - September 2019*

- Provided frontline product support to learners and administrators for SaaS-based educational tools and e-learning products across a variety of LMS'.
- Tested content and troubleshoot technical issues.
- Provided training and support to staff.
- Utilized chat clients, ticketing system, phones, and screen shares while providing support.
- Utilized Zendesk, Salesforce, Slack, Trello, Asana to coordinate team actions, communicate, develop projects, and compose internal documentation.
- Strong customer service in high-volume environment.
- Ability to test, research, and apply results to support situation interchangeably.
- Strong across a wide variety of ticketing systems, and support tools.

Instructional Technologist | *Concordia University* | *Portland, OR* | *September 2013 - May 2019*

- Assisted Concordia faculty, staff, and students by providing Tier 2 tech support for the Learning Management System (LMS) and associated tools.
- Supported roughly 4000 fully-online students, as well as on-campus students, staff and faculty.
- Supported multiple large-scale projects, including implementing virtual proctoring, improving access to records for alumni, and more.
- Provided support for Blackboard and Canvas. Supported users by phone, e-mail, in person, and screensharing.
- Created and maintained support documentation.
- Led trainings for incoming instructors. Implemented and maintained online courses in HTML, CSS.
- Implemented SaaS-based tools and systems.
- Developed project management, maintenance and iteration plans.

EDUCATION

Master of Public Administration

Public policy & nonprofit management
The Evergreen State College
2010

Bachelor of Arts

Literature
The Evergreen State College
2006

File Attachments for Item:

8. Carol Solar-request to remove late fee

Recommended Action: Move to remove or deny the late fee due to hardships.

8. March 20th

To: City of Tenino
"water"

P.O. Box 4019

Tenino, WA 98589

From: Carole Solar
664 Garfield Ct
Tenino, WA 98589

To Whom it May Concern:

Today I am paying the past due amount of \$49.92. The reason I'm late is because it was an oversight on my part. My shed is leaking terrible + my mind was pre-occupied trying to figure out how I'm going to pay for repairs. I'm not usually late + am requesting a waiver on the \$40.00 late fee as it will add to the hardship of my life. I am on social security disability + my adult daughter has Autism + is also on aid. Together our income is less than \$2,000.00 a month.

Please consider my request.
Sincerely, Carole L. Solar

Acc# 4148

File Attachments for Item:

9. AUTHORIZATION FOR ENGINEERING SERVICES NO. 2025-001 CITY OF TENINO, WASHINGTON
BASEBALL FIELD DRAINAGE DESIGN SERVICES

Recommended Action: Move to approve the authorization for engineering svcs 2025-001.

**AUTHORIZATION FOR ENGINEERING SERVICES NO. 2025-001
CITY OF TENINO, WASHINGTON
BASEBALL FIELD DRAINAGE DESIGN SERVICES**

The Engineer is hereby authorized to perform Engineering Services for the Client as provided for in our General Agreement for Professional Engineering Services executed December 16, 2016, and extended by amendment on December 12, 2018, and as more fully described herein:

PROJECT DESCRIPTION

The Client has received grant funding to implement improvements to the existing fields at the Larch Mountain Little League Baseball Fields. The Client desires the Engineer to provide engineering services to design a drainage system for the center baseball field and for improving the characteristics of the dirt infield for all three baseball fields through soil conditioning.

ASSUMPTIONS

The Engineer utilized the following assumptions in developing the identified scope of work and associated budget estimate:

- One day of field survey topographic work has been budgeted.
- It is assumed there are no underground utilities within the existing baseball field area.
- Survey work will be performed based on the NAVD88 vertical datum and the NAD83/2011 horizontal datum.
- An overall cross-section of sub-base material layers will be developed by the Engineer in conjunction with the Client based on the Client's grant application.
- A new under drain piping system will be designed to collect and convey stormwater from the center baseball field.
- Collected storm water will be discharged from the underdrain piping system to an existing ditch on the north or west side of the ball field that currently receives runoff from the existing field.
- Field improvements will be completed by Client staff and will not be publicly bid. Therefore, Therefore, construction contract documents and technical specifications will not be prepared by Engineer under this Authorization.
- The area of construction disturbance will be less than one acre; therefore, a SEPA checklist and a Construction Stormwater Permit will not be required.
- The Engineer will not prepare any easement documents.
- The Engineer will not prepare Record Drawings at the completion of construction.

SCOPE

The following scope of work is based on the information provided to date by Client to Engineer. The scope of work includes the following tasks as described below:

Task 1 - Project Management/Administration

Engineer will perform day-to-day management activities including oversight of Engineer's work, staff scheduling, budgeting, invoicing, and preparing monthly progress reports to Client. Project management will also include coordination and communication with the Client.

Task 2 – Topographic Site Survey

The Engineer will perform a topographic survey of the project site. The Engineer assumes there are no underground utilities within the existing baseball field. The Client will confirm with the Engineer if any underground utilities are within the field that need to be located prior to performing the survey work. If necessary, the Engineer will call for utility locates prior to performing the topographic survey. The Engineer will utilize the topographic survey to create an existing conditions drawing. The Engineer will set up to three survey reference points within the site that will be suitable for use as benchmarks for construction surveying.

Task 3 – Synthetic Turf Field Design

The Engineer will prepare a set of construction drawings that will include the following:

- Notes, legend and abbreviations - 1 drawing
- Existing Conditions Plan - 1 drawing
- Grading and Drainage - 1 drawing
- Details - 1-2 drawings

The Engineer will work with the Client to develop appropriate cross-sections and details for drain piping. The Engineer will include specification notes on the drawings. Separate technical specification sections will not be prepared by the Engineer.


DELIVERABLES

The Engineer will provide design drawings in .pdf for the Client’s use in constructing the field drainage improvements and infield soil conditioning.

BUDGET

The Engineer’s lump sum budget for this Authorization is \$15,000. The Engineer will not exceed the lump sum budget amount in completing the identified scope of work without the Client’s prior authorization.

GIBBS & OLSON, INC.



By: Richard A. Gushman, President

Date: February 27, 2025

CITY OF TENINO, WASHINGTON

By: David Watterson, Mayor

Date: _____

File Attachments for Item:

10. Late fee request to waive H. Jepsen

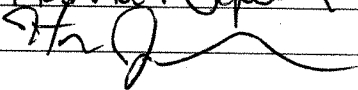
Recommended Action: Motion to remove or deny the late fee imposed.

3/24/2025

City Council,

I am asking if you would consider removing the \$40 late fee on my water bill account. I was received a bill for the current amount due so paid \$150 of it as I cannot see how much is owed online and the due date, the 10th was on a Monday and the office was closed.

I appreciate you considering this as money is tight right now. Thank you.

- Hannah Jepson


Account #5307

148 Lincoln Ave E
Tenino, WA 98589

File Attachments for Item:

11. RCO Grant Agreement:

Recommended Action: Motion to approve Mayor Watterson to sign the RCO agreement.

Project Sponsor: City of Tenino
Project Title: Tenino City Park Ballfield Renovation

Project Number: 24-2084D
Approval Date: 11/01/2024

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Tenino (Sponsor, and primary Sponsor), PO Box 4019, Tenino, WA 98589, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Tenino will use this grant to renovate Little League Field 2 at Tenino City Park, located in Thurston County. Project scope includes upgrades to dugouts, backstop, fencing, landscaping improvements, and connection of the walking path to the restrooms and spectator area. The primary recreation opportunity provided by this grant is baseball and softball.

PERIOD OF PERFORMANCE

The period of performance begins on March 1, 2025 (project start date) and ends on June 30, 2026 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this development project, the Sponsor's long-term obligations for the project area shall be for 20 years from project completion, or as otherwise provided for in this Agreement, or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$589,761.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

| | <u>Percentage</u> | <u>Dollar Amount</u> | <u>Source of Funding</u> |
|--|-------------------|----------------------|--------------------------|
| Office - Comm Outdoor Athl Facilities | 100.00% | \$589,761.00 | State |
| Total Project Cost | 100.00% | \$589,761.00 | |

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Community Outdoor Athletic Facilities Manual
- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8

11.

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): Tenino City Park Ballfield 2

State - RCO Lead: Survey required: This agreement requires compliance with Executive Order 21-02. RCO has completed initial consultation for this project and a cultural resources survey is required. The cultural resources survey must include documentation of any above or below ground archaeological resources as well as any possible historic structures or buildings in the project area. This includes an Historic Property Inventory form for the Park itself. The Sponsor must submit the results of the cultural resources survey to RCO and receive a notice of cultural resources completion. Project actions started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Jessica Reeves Rush
P.A.R.C. Specialist
PO Box 4019
Tenino , WA 98589
jreevesrush@cityoftenino.org

RCO Contact

Lan Nicolai
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
Lanlalit.Nicolai@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 24-2084, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Tenino

By: _____

Date: _____

Name (printed): _____

Title: _____

State of Washington Recreation and Conservation Office

By: _____
FOR Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By: David B. Marchant
Assistant Attorney General

Date: 01/31/2025

Project Sponsor: City of Tenino
Project Title: Tenino City Park Ballfield Renovation

Project Number: 24-2084D
Approval Date: 11/01/2024

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Development Metrics

Worksite #1, Tenino City Park

Athletic Fields

Installation of athletic field amenities

Number of athletic field amenities: Bleachers, Dugouts, Scoreboards

Multi-purpose field development

Number of multi-purpose fields without lighting: 0 new, 1 renovated

Number of multi-purpose fields with lighting: 0 new, 0 renovated

Number of multi-purpose fields by surface type:
 Natural 1

General Site Improvements

Develop circulation paths or access routes

Enter length of circulation paths and routes by surface type:
 Concrete 4800

Lighting provided (yes/no): No

Landscaping improvements

Acres of landscaped area : 2.95

Select the landscape features: Drainage, Irrigation

Site Preparation

General site preparation

Utilities

Install power utilities

Select the power utilities: Relocate/bury power utility

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: City of Tenino
Project Title: Tenino City Park Ballfield Renovation

Project Number: 24-2084D
Approval Date: 11/01/2024

Project Milestones

PROJECT MILESTONE REPORT

| Complete Milestone | Target Date | Comments/Description |
|------------------------------|-------------|---|
| Project Start | 03/01/2025 | |
| Design Initiated | 03/31/2025 | |
| Applied for Permits | 05/15/2025 | |
| Bid Awarded/Contractor Hired | 05/15/2025 | |
| 60% Plans to RCO | 08/01/2025 | |
| All Bid Docs/Plans to RCO | 09/15/2025 | |
| Progress Report Due | 09/15/2025 | |
| SEPA/NEPA Completed | 10/15/2025 | |
| Cultural Resources Study | 10/31/2025 | Survey and Historic Property Inventory form for the park. |
| RCO Notice to Proceed | 11/01/2025 | RCO must issue a letter before any ground disturbance begins. |
| Construction Started | 11/15/2025 | |
| 50% Construction Complete | 02/15/2026 | |
| Annual Project Billing Due | 03/01/2026 | |
| Progress Report Due | 03/15/2026 | |
| RCO Interim Inspection | 03/15/2026 | |
| 90% Construction Complete | 04/01/2026 | |
| Funding Acknowl Sign Posted | 04/15/2026 | |
| Construction Complete | 05/01/2026 | |
| RCO Final Inspection | 05/15/2026 | |
| Final Billing Due | 05/30/2026 | |
| Special Conditions Met | 06/01/2026 | |
| Final Report Due | 06/15/2026 | |
| Agreement End Date | 06/30/2026 | |

Project Sponsor: City of Tenino
Project Title: Tenino City Park Ballfield Renovation

Project Number: 24-2084D
Approval Date: 11/01/2024

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 05/06/2024.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO’s as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term "development project" includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R. 86.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.

- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or

communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization

affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement.** Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
- 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.

- 4) Implement the IDP when cultural resources or human remains are found at the project site.

G. Inadvertent Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.

- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the

equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if

the RCO guidance would not meet such requirements.

- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;

- 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy

of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean

all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

File Attachments for Item:

12. City Park Trail Maintenance Agreement:

Recommended Action: Motion to approve Mayor Watterson to sign the City Park Trail Maintenance Agreement.

**INDEPENDENT CONTRACTOR AGREEMENT
FOR CITY PARK TRAIL MAINTENANCE**

THIS AGREEMENT is made effective this ___ day of _____, 2025, between Greg Albrecht (“Contractor”) and City of Tenino (“City”).

1. **DESCRIPTION OF SERVICES.** Contractor agrees to provide park trail maintenance for the City (“Service(s”).
2. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees that he is not an employee of the City for any purpose whatsoever, including unemployment tax, social security contributions, income tax withholding or workers compensation, whether state or federal. Contractor has his own tools and is not relying on any City resources to perform any part of the Service.
3. **PAYMENT.** The City agrees to pay the sum of _____ for hours worked in consideration of the Services plus reimbursement for expenses, so long as accompanied by receipts.
4. **HOLD HARMLESS/INDEMNIFICATION.** To the greatest extent allowed by law Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the Contractor’s concurrent negligence and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
5. **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties. Authorized additional work will be compensated for in accordance with a written supplemental Agreement between the Contractor and the City.
6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly and exclusively in Thurston County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first above written.

CONTRACTOR

Greg Albrecht
PO Box 273
Tenino, WA 98589


CITY OF TENINO

By: _____
Dave Watterson, Mayor

File Attachments for Item:

13. Tenino Farmers Market request. Use and block off Olympia Street and waive the Special Events Fee.

Recommended Action: Move to approve the use of Olympia St and waiver or deny the Special Events Fee.

| | |
|---|--|
|  | <p align="center">City of Tenino Parades/Special Events Application</p> <p align="center">149 S Hodgden St. South P O Box 4019 Tenino, WA 98589 (360) 264-2368</p> |
|---|--|

CITY OF TENINO

DEC 19 2024

RECEIVED

Organization: Tenino Farmers Market

Contact Person: Margaret Colvin

Address: PO Box 743 Tenino WA 98589

Telephone 360-870-5681 Fax _____

Email market@teninofarmersmarket.org OR mcolvin1951@gmail.com

It is respectfully requested that a special event permit be issued to the above-named organization.

The following items of information are submitted:

(1) Purpose of the special event/exhibition is: Farmers Market

(2) Description of organizing group: Farmers Market

(3) Date and time of special event/exhibition: May - Sept. Saturdays

(4) There will be an estimated ___ persons, ___ animals, ___ floats, and ___ motor vehicles participating or engaging in the special event/exhibition.

(5) Place, area, route or location, as applicable to the special event/exhibition: (Please attach a map or describe)

Olympia Street (Sussex to Central)

(6) What portion of the sidewalks and streets indicated will be occupied by the special event/exhibition: Entire street & sidewalks

(7) Please provide 3 references and dates of last 3 events/exhibitions:

1) 21st year of operation

2) _____

3) _____

(8) Are any temporary structures going to be erected? Yes ___ No If yes, you must attach plans indicating clearly the (a) type of construction, (b) seating arrangements, (c) aisle arrangements, (d) structural details and calculations of the seats and supports and (e) location of all exits.

(9) Is any open flame going to be used within the structure? Yes ___ No X If yes, what precautions are to be taken to render it safe? _____

(10) What provisions have been made for sanitary facilities for persons using the premises?
Porta-Potty on site & hand washing stations

(11) Will you deposit with the City Clerk at or before the time of the special event/exhibition a surety or cash bond for \$500.00 (Ordinance # ___) conditioned upon holding the City harmless from all liabilities or causes of action? Yes ___ No ___

(12) Will you furnish evidence to the City Clerk at or before the special event/exhibition that a public liability insurance policy in the amount of not less than \$50,000 for one person and \$300,000 for any one accident will be in effect during the time the structure is to be occupied as a place of assembly? Yes ___ No ___
Insurance on file

(13) The undersigned has authority to execute this application and the requesting organized group, unincorporated association of persons, partnership or corporation promises and agrees to abide by all the terms and conditions of the special event/exhibition permit issued, and to abide by all the rules and regulations of the City of Tenino.

(14) The undersigned agrees to abide by the laws of the State of Washington and the Laws and Ordinances of the City of Tenino, and further agrees to hold the City of Tenino, their elected officials and their employees or agents harmless and to indemnify them from any and all claims or causes of action arising by reason of the negligent acts or omissions by the individual stated herein or their agents with respect to their usage of city property and participation in this event. Said individual also assumes all legal responsibility for their own negligence or omissions in regard to other participants in this event.

Margaret Colmie
Signature of Applicant

Together with any supplementary information as may be required by the City of Tenino, this form must be filed with the office of the City Clerk, (Mailing - P.O. Box 4019, Tenino, WA 98589) 149 S. Hodgden Street, Tenino, WA 98589 not less than 60 days prior to the special event/exhibition date to insure proper processing.

Please answer all questions. If they do not apply, put N/A. Thank You.

Department approvals:

Administration: DW Finance: _____ Police: MR

PARC: JPR Public Works: Z Clerk Treasurer: B

Tenino Farmers Market

Saturdays 10am to 3pm | May thru September

Market Season, 2025

Tenino City Council;

The Tenino Farmers Market is requesting your consideration to approve the use of Olympia Street for our 2025 market season and to waive the Special Event fee. This would include the Market having the use of the street for Oregon Trail Days. We thank the City Council and appreciate that you approved our request for the past seven years.

Tenino Farmers Market staff are responsible for posting the street closure signs every market Saturday, requiring no assistance from city staff.

We had 22 markets in 2024 with 50 vendors (including nonprofit, community education and kids day booths) with an average of 20 vendors per market day. 16 of the 50 vendors were new to the market. The average customer attendance was over 600.

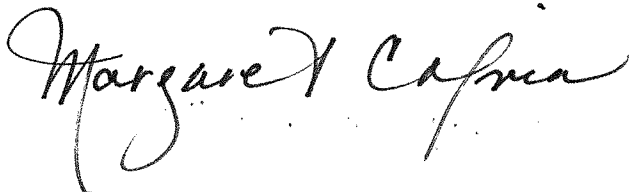
In 2024 our vendor sales were over \$92,000.00

We are excited that we grow and improve every year. We are appreciative of the City of Tenino for creating this space for us and helping us to be successful. This will be our 21st year. With increased visibility and advertising, we continue to attract many and new visitors to the Tenino downtown businesses and amenities.

Timberland Bank increased their sponsorship, allowing the market to provide more of the \$5 coupons to promote healthy food choices for low-income customers, and to all children who visit the market. The market also participates in the WIC and Senior Farmers Market Nutrition Programs, and we accept and provide matching dollars for SNAP/EBT cards. These programs have grown every year.

Thank you for your consideration to our request. We look forward to the upcoming market season and the continued support of the city.

Respectfully,



Margaret Colvin, Member-At-Large for Local Community Outreach



Established 2005

Tenino Farmers Market Board

John Kesting, President
Joe Olyvar, Vice President
Veronica Meyer, Secretary
Debbie Grulke, Treasurer
Margaret Colvin, Member At Large
Cassandra Baines, Member At Large
Nancy Wigley, Member at Large
Sherry Ritter Bachmann, Advisor

Tenino Farmers Market Manager

Emily Burdette

Tenino Farmers Market Management Team

Nancy Wigley, Site Manager
John Kesting, Farmer/Producer Vendor Representative
Sherry Ritter Bachmann, Crafter/Artisan Vendor Representative

[Faint, illegible handwritten text]

RECEIVED

DEC 19 2024

CITY OF TENINO

File Attachments for Item:

14. Resolution 2025-03 Amending the Fee Schedule

Recommended Action: Move to approve Resolution 2025-03, amending the Fee Schedule as presented.

**A RESOLUTION OF THE CITY OF TENINO, WASHINGTON
AMENDING THE ADOPTED 2025 CONSOLIDATED FEE SCHEDULE**

WHEREAS, Ordinance 870, establishing the City of Tenino Consolidated Fee Schedule was duly adopted by the City Council on January 24, 2017; and

WHEREAS, Ordinance 870 requires the Consolidated Fee Schedule to be amended no less than yearly by Resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, that all previous versions of the Consolidated Fee Schedule are repealed effective March 25, 2025 and are replaced by the amended 2025 Consolidated Fee Schedule as shown below:

Section 1. Use of all City facilities or permits shall be granted only through the application process established for the type of use being requested. All applications shall be submitted to the City Clerk’s Office for processing. No permit shall issue unless all applicable fees have been paid.

Section 2. Application forms shall be available at City Hall, or online on the City’s Web Page, which can be accessed at: www.cityoftenino.us. Downloaded application forms must still be submitted to the City Clerk’s Office for processing. The Clerk shall accept the forms in person, via the U.S. Mail, or via e-mail.

Section 3. The 2025 General Schedule of Fees and Charges, is set forth below:

| | FEES | DEPOSIT |
|--|------------------------------|--------------------|
| ANIMAL LICENSES | | |
| New License | \$25.00 | |
| New License – senior citizen | \$15.00 | |
| Renewal – Spayed or Neutered | \$15.00 | |
| Renewal – Non-altered | \$20.00 | |
| Renewal – Senior Citizen | \$10.00 | |
| Replacement Tag | \$10.00 | |
| Documented Rescued Animal | 1 st License free | |
| BALLFIELD FEES | | |
| Tournaments (Deposit non-refundable if Canceled less than 72 hours prior to event) | \$ 25.00 per field, per day | \$ 50.00 per field |
| Tournament Maintenance | \$ 5.00 per game | |
| League Practices (Adults Only – Maximum 2 Practices per week, 10 weeks) | \$ 50.00 per league | |
| Other than Leagues (All Day) | \$ 60.00 per day | \$ 50.00 |
| Other than Leagues (Half Day) | \$ 30.00 per day | \$ 50.00 |

| | | |
|---|------------------------------------|-----------|
| Youth Sports | \$ 5.00 per player, per season | |
| Field Maintenance/Capital Improvement | \$250.00 per league per season | |
| BUSINESS LICENSES | | |
| New Business | \$ 55.00 | |
| Renewal | \$ 45.00 | |
| Late Renewal Penalty | \$ 75.00 | |
| CONCESSION STAND RENTAL | | |
| All Day | \$100.00 | |
| Half Day (4 Hours) | \$50.00 | |
| Youth Seasonal Activities | \$50.00/month | |
| Commercial Vehicle (Food Vendor – Business License Required) | \$200.00/month | |
| Concession at Pool (Business License Required)_ | | |
| Non-profit | 10% of gross sales \$25/day cap | |
| For Profit | 10% of gross sales \$50/day cap | |
| COUNCIL CHAMBERS RENTAL | | |
| 2 Hour Minimum (No alcoholic beverages) | \$ 50.00 per hour | \$ 100.00 |
| MISCELLANEOUS | | |
| Photocopies | \$ 0.15 each | |
| Copy onto CD or disc (includes cost of CD or disc) | \$ 10.00 | |
| Notary Service (1 st signature) | \$ 10.00 | |
| Each additional signature | \$ 10.00 | |
| Credit Card Convenience Fee | 2.5% of transaction amount | |
| NSF Check Fee | \$ 40.00 | |
| Copy of Police Reports | \$ 7.50 per report | |
| PARK FEES | | |
| Groups (24 hours) | \$250 | |
| Designated Rentable Spaces & Shelters | | |
| Shelters 2 & 3, Quarry House Back Porch | | |
| All Day (8:00 a.m. to dusk) | \$ 60.00 | |
| ½ Day (8 a.m. – 2 p.m. or 2:30 p.m. to dusk) | \$ 35.00 | |
| PARADES & SPECIAL EVENTS | | |
| Permit Fee | \$150.00 | \$500.00 |
| Plus cost for any necessary police, public works, or other City personnel or services required. | Per FY Salary Schedule | |
| QUARRY HOUSE RENTAL | | |
| All Day (8:00 a.m. – 2:00 p.m. the next day) | \$250.00 | \$ 150.00 |

| | | |
|--|-----------------------------------|--------------------|
| Meetings (2-hour minimum)- Weekday Only | \$ 50.00/hour | \$ 75.00 |
| Non-Profit Organizations- Weekday Only | \$ 30.00 utility fee | |
| Senior Lunch Program | \$115.00/month | |
| | | |
| QUARRY POOL FEES | Inside TSD | Outside TSD |
| Per Person / Per Day | \$ 4.00 | \$ 6.00 |
| Per Season / Per Family (2 adults and 3 children) | \$125.00 | \$200.00 |
| Early Bird (purchased prior to June 1 st) | \$100.00 | \$175.00 |
| No Child Left Inside Program Pass | \$ 100.00 | \$175.00 |
| Corporate Sponsor Day Use Fee | \$1,250.00 | \$1,250.00 |
| Non-Profit Sponsor Day Use Fee | \$1,000.00 | \$1,000.00 |
| | | |
| Wading Pool Private Event (Monday & Tuesday) | \$800 | \$150 |
| Wading Pool & Quarry Pool (Monday & Tuesday) | \$1,250 | \$150 |
| Party Pavilion Rental (2 Hours) 12-1:50, 2-3:50, 4:-5:50 | \$50 | |
| Adult Night (Spray/Wading are only) 21 & over | \$5 per person | |
| | | |
| Quarry Lakeside Garden Events (May -Oct) | | |
| Weddings & Celebrations (4 Hours Minimum) | \$520 (\$130 per hour) | \$200 |
| Comprehensive Package All Day Lakeside, QH, Lawn | \$1,200 | \$200 |
| | | |
| SCOTCH BROOM PULLER RENTAL | \$ 15.00/day | \$ 75.00 |
| | | |
| STREET USE PERMITS | | |
| Surface Improvements | \$120.00 | |
| Underground Improvements in Roadway | \$180.00 | |
| Underground Improvements Outside Roadway | \$ 75.00 | |
| Miscellaneous | \$ 50.00 | |
| Street Cleaning Deposit | | \$200.00 |
| Street Closure Deposit | | \$200.00 |
| Bond Required | 125% of improvements | |
| | | |
| TENINO-TOLEDO RESERVE ACADEMY | | |
| Tuition | \$1000.00 | |
| | | |
| UTILITIES | | |
| <u>Establishment of Service</u> | | |
| New Account Application Fee | \$ 40.00 | |
| <u>Water Service</u> | | |
| Connection/Disconnection | | |
| Turn water service on or off | \$ 50.00 | |
| Tapping Fee | \$2,500.00 plus cost of materials | No Sewer Rate |
| Usage Charges (up to 500 cf) | | |
| ¾" meter (up to 500 cf) | \$ 12.65 | |
| 1" meter (up to 500 cf) | \$ 17.63 | |
| 1-1/2" meter (up to 500 cf) | \$ 29.58 | |

| | | |
|---|-----------------------------------|----------|
| 2" meter (up to 500 cf) | \$ 44.84 | |
| 3" meter (up to 500 cf) | \$ 93.04 | |
| 4" meter (up to 500 cf) | \$138.38 | |
| Senior Citizen (in city only, up to 300 cf) | \$ 7.59 | |
| Outside City Limits (up to 300 cf) | \$ 18.95 | |
| Quarry Pool Rate | \$ 9.11 | |
| Vacancy Rate | \$ 3.16 | |
| Overage | | |
| Within city per additional 100 cf | \$ 3.22 | |
| Outside city per additional 100 cf | \$ 4.56 | |
| Senior (in city only) per add 100 cf | \$ 0.81 | |
| Utility Tax | 5.029% | |
| Excise Tax | | |
| Water Capital Improvement Charge | \$14.50 per month | |
| Water Surcharge | \$3.80 per month | |
| Hydrant | | |
| Permit Fee | \$ 75.00 | \$250.00 |
| Use and rent of meter | \$ 35.00 | |
| First 300 cubic feet | \$ 18.22 | |
| Each additional 100 cubic feet | \$ 3.10 | |
| Municipal Rate | | |
| Base Rate (first 500 cubic feet) | \$ 8.93 | |
| Each additional 100 cubic feet | \$ 0.77 | |
| Reclaimed (Class A) Water | | |
| Available only by contract | Contract Rate | |
| Sewer Service | | |
| Connection/Disconnection | | |
| Connection Charge | \$7,000.00 plus cost of materials | |
| Remove or Install Grinder Pump | \$300.00 | |
| Monthly Service | | |
| Per ERU | \$125.66 | |
| Per ERU w/Grinder Credit | \$122.38 | |
| Per ERU w/Grinder Charge | \$128.95 | |
| Vacancy Rate | \$ 71.03 | |
| Excise Tax | | |
| Utility Tax | 3.852% | |
| Surcharge | \$3.80 per month | |
| Late Fee | \$ 40.00 | |
| Interest (on outstanding balance) | 2% | |
| | | |
| Lien Recordation | \$ 36.00 | |
| Lien Removal | \$ 36.00 | |

| COMMUNITY DEVELOPMENT – PLANNING & BUILDING | | |
|--|--|--|
| Application, Permit, or Request Type*† | Fee | Initial Engineering Deposit[§] |
| Physical Development Permits | | |
| Building Permit | \$225 + Building & Plan Review Fee** | |
| Re Roof | Based on Valuation or \$225 Whichever is greater | |
| Mechanical permit fee residential (Water Heater, Min 1 Split Systems, fans, Etc.) Plus \$10 per fixture*** | \$225 | |
| Plumbing Permit fee; base plus \$10.00 per fixture | \$225 | |
| Manufacture Home Placement fee | \$600 | |
| Demo Permit | \$175 | |
| Special Inspection | \$225 | |
| Design Standards Review | \$264 | |
| Sign Permit (Sign permit fee based on valuation determined by the building department) | \$225 + Building fee & Plan Review Fee*** | |
| Site Development Permit | \$198 | \$450 |
| Shoreline Substantial Development Permit | \$660 | \$450 |
| Fire Marshall Services (+ additional fees per Thurston Co. Building Code fee schedule) | \$150 per hour | |
| Use Permits | | |
| Administrative Use Permit | \$396 | \$450 |
| <i>Home Occupation</i> | \$198 | \$300 |
| Conditional Use Permit – including shoreline conditional use permits | \$1,320 | \$450 |
| Public Facilities Use Permit | \$1,320 | \$450 |
| Development Option/Subdivision Permits | | |
| Binding Site Plan – Preliminary | \$1,980 | \$1,800 |
| Binding Site Plan – Final | \$990 | \$1,500 |
| Boundary Line Adjustment | \$396 | \$450 |
| <i>Lot Combination/Segregation</i> | \$132 | |
| Density Transfer Program | \$1,320 | \$900 |
| Short Plat – Preliminary | \$1,320 | \$900 |
| Short Plat – Final | \$330 | \$1,500 |
| Subdivision – Preliminary | \$1,980 | \$1,800 |
| Subdivision – Final | \$990 | \$1,500 |
| Environmental Review[‡] | | |
| Critical Area Report Review | \$528 | \$450 |
| SEPA Threshold Determination | \$528 | \$450 |
| Waiver - Critical Area Report or Shoreline Substantial Development Permit | \$198 | \$450 |
| Environmental Impact Statement Review | Staff/ Consultant Costs | Staff/ Consultant Costs |
| Mitigation Plan Review | \$528 | \$450 |
| | | |

| COMMUNITY DEVELOPMENT – PLANNING & BUILDING | | |
|--|-------------|--|
| Application, Permit, or Request Type*† | Fee | Initial Engineering Deposit[§] |
| Amendments to the LDRs/Comprehensive Plan | | |
| Rezone | \$1,980 | |
| Text Amendment | | |
| <i>Initial Application Fee</i> | \$0 | |
| <i>Accepted on City Council Docket</i> | \$1,980 | \$1,800 |
| Master Planned Development | \$1,980 | \$1,800 |
| Comprehensive Plan Amendment | | |
| <i>Initial Application Fee</i> | \$0 | |
| <i>Accepted on City Council Docket</i> | \$1,980 | \$1,800 |
| Relief from the LDRs | | |
| Administrative Variance | \$660 | \$450 |
| Appeal of Administrative or Planning Commission Decision ^{§§} | \$660 | |
| Extension Request | \$198 | |
| Reasonable Use Determination | \$1,320 | \$450 |
| Variance – including shoreline variances | \$1,320 | \$450 |
| Interpretations of the LDRs | | |
| Administrative Interpretation | \$660 | \$450 |
| Zoning Decision | Hourly Rate | |
| Other Requests | | |
| Annexation | \$1,320 | \$900 |
| Notification Posting | \$33 | |
| Pre-Application Conference | \$264 | \$450 |
| Right-of-Way Vacation | \$990 | \$1,500 |
| City Council Reconsideration | \$264 | |

*A review deposit may apply in addition to the application fee.

** Tech Fee 2.5% of Planner Fee

***Commercial Mechanical permits based upon valuation, \$225 base fee minimum

†**County Reviews.** Applications may also be required to be reviewed by Thurston County. Please check with the individual County department for possible review/application fees.

§**Engineering Deposit.** For applications requiring an initial engineering deposit, projects may be evaluated on a case-by-case basis to determine if the deposit is necessary. All Engineering review fees are required to be paid, including fees in excess of the initial deposit. Any of the deposit remaining after completion of the review will be returned to the applicant.

****Building Permits.** Building fees are based on current Thurston County Building Fee Guide and fee tables. See <http://www.co.thurston.wa.us/permitting/fees/fees-building-explain.html> for more information.

‡**Wetland/Stream Reviews.** Applications requiring a review of wetlands and/or streams may require an additional \$990 review deposit.

§§**Appeals.** The application fee for appealing an Administrative or Planning Commission decision shall be refunded if appellant prevails.

PASSED at a regular meeting of the Tenino City Council this 25th day of March 2025

David Watterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Reeves-Rush, Admin. Clerk

Brent Dille, City Attorney