

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, September 12, 2023 at 7:00 PM

Agenda

WORK SESSION

CALL TO ORDER

AGENDA APPROVAL

1. Agenda for the Regular Meeting of the 9/12/23.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

2. Meeting Minutes for 8/8/2023

Recommended Action: Motion to approve 8/8/2023 meeting minutes as presented.

CONSENT CALENDAR

3. Consent Calendar consisting of August 23, 2023 through September 12, 2023:

Payroll EFT's and Checks #31713 through #31717 in the amount of \$61,223.46

Claims Checks #31719 through #31774 in the amount of \$434,470.65.

Check #31708-31712 and check 31718 voiced due to misprint with copier.

for a grand total of \$495,693.51

Liquor Cannabis License: Pizza Mia, Tenino Eagles, Tenino Short Stop.

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

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

4. National Voter Registration Day Proclamation

Recommended Action: Motion to approve September 19th as National Voter Registration Day.

OLD BUSINESS

5. Bucoda Code Enforcement ILA. This agreement would allow City of Tenino to do Code Enforcement in Bucoda.

Recommended Action: Motion to approve Tenino-Bucoda Code Enforcement ILA

6. Change order for the Quarry House, this change order is to increase the contract price for the Electrical to account for the late invoice.

Recommended Action: Motion to approve change order.

7. MOU PARC Foundation. This is the same MOU the City currently has with PARC with the exception this is a 4-year agreement instead of 1 year.

Recommended Action: Motion to approve PARC MOU

NEW BUSINESS

8. Facade Improvement Grant for Sandstone Cafe and Classy Cuts

Recommended Action: Motion to approve Facade improvement Grant for Sandstone Cafe and Classy Cuts.

9. Authorization for engineering services. AG Park north building improvements bid phase services.

Recommended Action: Motion to approve Authorization for engineering services.

10. Springbrook Software upgrade agreement.

Recommended Action: Motion to approve agreement.

RESOLUTIONS

11. Resolution 2023-06

A resolution of the City of Tenino, Washington, authorizing and directing Wayne Fournier, City of Tenino Mayor to execute on behalf of the City of Tenino an agreement between the Washington State Community Economic Revitalization Board and the City of Tenino for aid in financing the costs of public facilities consisting of Southwest Washington Agricultural Business and Innovation Park project.

Recommended Action: Motion to approve Resolution 2023-06

12. Resolution 2023-07

A Resolution of the City of Tenino, Washington, Declaring certain City vehicle, to be surplus and of no further use of to the city and authorizing the sale and disposition thereof.

Recommended Action: Motion to approve Resolution 2023-07

[13.](#) Resolution 2023-08

A Resolution Supporting the Acquisition and Management of parcel numbers 11619440000 and 11619410201 from Norseman Timber Company to be added to Tenino City Park

Recommended Action: Motion to Approve Resolution 2023-08

ORDINANCES

REPORTS

14. 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) South Thurston Fire

7) Library

8) Museum

9) Tenino Community Service Center

15. 1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee

4) Planning Commission

5) Public Safety Committee

16. 1) Chief of Police

2) Director of Public Works

3) Clerk/Treasurer

4) Code Enforcement/Building Inspector

5) PARC Specialist

6) City Attorney

7) City Planner

8) Mayor

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

- 2) Solid Waste Advisory Board
- 3) TCOMM/911
- 4) Tenino School Board
- 5) Thurston Regional Planning Council (TRPC)
- 6) Transportation Policy Board
- 7) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

2. Meeting Minutes for 8/8/2023

Recommended Action: Motion to approve 8/8/2023 meeting minutes as presented.

City Council Meeting
Tuesday, August 08, 2023

Minutes

WORK SESSION

1. Rual Transit proposed bus stop change.

The proposed location is adjacent to the City owned parking lot. TRPC has also requested the curb be painted yellow for now parking between the two driveways for the parking lot.

Recommended Action: None, discussion only.

A map was distributed to the Mayor and Council of the proposed change is to be. Discussion was held to put aside pending the return of Public Works Director Cannon to look as well.

CALL TO ORDER

Mayor Fournier convened the regular meeting at 7:30 pm.

AGENDA APPROVAL

2. Agenda for the Regular Meeting of the 8/8/23.

Recommended Action: Motion to approve the agenda as presented.

Councilmember made a motion to approve the agenda with an amendment to add a request of the Special Events fee waiver for the 1st Responder's BBQ.

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

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

Motion carries 5/0.

APPROVAL OF MINUTES

3. Meeting Minutes for 7/11/2023

Recommended Action: Motion to approve 7/11/2023 meeting minutes as presented.

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

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

Motion carries 5/0.

CONSENT CALENDAR

4. Consent Calendar consisting of July 26, 2023 through August 8, 2023:

Payroll EFT's in the amount of \$33,098.70 Claims Checks #31613 through #31615 and EFT's in the amount of \$44,146.58

for a grand total of \$77,245.28

Liquor Cannabis License: Whitewood Cider, Tenino Cannabis Boutique.

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

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

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

Motion carries 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

- 5. ILA Rainier for rental of Street Sweeper/Vactor Truck. This ILA will allow City of Rainier to rent the City of Tenino's Sweeper and Vactor Truck.

Recommended Action: Motion to approve ILA between Tenino and Rainier for Street Sweeper and Vactor Truck

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

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

Motion carries 5/0.

- 6. Tenino Community Service Center Lease, this will extend the 1-year lease to 5-years.

Recommended Action: Motion to approve extended lease.

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

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

Motion carries 5/0.

NEW BUSINESS

7. Resutek foundation, Tenino Lions Club and Tenino Eagles are sponsoring free Movies in the Park this summer, they are requesting for the fee to be waived for these 4 movies showings.

Recommended Action: Motion to approve waiving fees for these events.

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

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

Motion carries 5/0.

Motion made by Councilmember Gotovac, seconded by Councilmember Klamn to approve the waiver of the fee for the Special event of the 1st Responders BBQ.

Motion carries 5/0.

8. Cyber Audit with SAO. This Audit is a no cost from the SAO but there will be some expense on the IT side, We have applied for a grant to cover this cost, if that grant is not awarded we may be able to use to Loss Prevention Grant.

Recommended Action: Motion to approve Cyber Audit

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

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

Motion carries 5/0.

9. JBM Mechanical Agreement.

Recommended Action: Motion to approve agreement between City of Tenino and JBM Mechanical.

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

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

Motion carries 5/0.

10. 8/22/23 Council Meeting Cancellation

Recommended Action: Motion to Cancel 8/22/2023 Meeting.

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

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

Motion carries 5/0.

- 11. CERB Grant/Funding. Terms have been reviewed by City Attorney.

Recommended Action: Motion to approve CERB Funding

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

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

Motion carries 5/0.

RESOLUTIONS

- 12. Resolution 2023-05 Amending the Duty Differential on the Salary Schedule

Recommended Action: Motion to approve Resolution 2023-05

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

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

Motion carries 5/0.

ORDINANCES

None

REPORTS

- 13. 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) South Thurston Fire
- 7) Library
- 8) Museum
- 9) Tenino Community Service Center

1) Chamber of Commerce: George Sharp reported that OTD had a great turnout with more people than last year attending. They put out a survey with 117 of them returned being very happy with the way the lay out of the festival was. They will have their luncheon meeting on Wednesday 8/16 with the guest speaking being from the AWC.

2) Economic Development Council (EDC): They all attended the festival they held, Mayor Fournier placed 2nd in the Hippity Hop Race..

3) South Thurston Economic Development Initiative (STEDI): The next meeting will be held in Bucoda with the discussion being on the Broad Band Information.

4) ARCH Commission: The banners are ready to be hung on the main street. George plans to meet with the parties involved in the next few weeks.

9) Tenino Community Service Center: George Sharp thanks the Senior Center for their help.

14. 1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee

4) Planning Commission

5) Public Safety Committee

None

15. 1) Chief of Police

2) Director of Public Works

3) Clerk/Treasurer

4) Code Enforcement/Building Inspector

5) PARC Specialist

6) City Attorney

7) City Planner

8) Mayor

1) Chief of Police: None

2) Director of Public Works: C/T Scharber reported for Troy advising of the pool being nearly complete, we are pending health inspections. The chip sealing has started and hope to be completed by the end of September. They have filled the PW vacancy, have rehired Pat Maguire who had previously worked for the City x16 years so he has lots of experience. The Hodgden St resurface to start on 8/21/23.

3) Clerk/Treasurer: C/T Scharber reported the Dept heads, call to budget was last week. She submitted a grant for the Tech updates for the entire City and should hear next week if we have been awarded or not.

5) PARC Specialist: C/T Scharber reported for Jessica reporting the Nature Day was a huge success and she had a lot of fun with it. The majority of the parents stated their children want to come back to another one when possible.

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

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Legislature

None

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

C/T Scharber reminded everyone of the City Wide staff selfie at 10:00 am on 8/15/23 in from of City Hall. Councilmember O'Callahan reminded everyone of the 1st Responders BBQ on 9/9 at the park.

ADJOURNMENT

Mayor Fournier adjourned the meeting at 7:53 pm.

File Attachments for Item:

3. Consent Calendar consisting of August 23, 2023 through September 12, 2023: Payroll EFT's and Checks #31713 through #31717 in the amount of \$61,223.46

Claims Checks #31719 through #31774 in the amount of \$434,470.65.

Check #31708-31712 and check 31718 voided due to misprint with copier.

for a grand total of \$495,693.51

Liquor Cannabis License: Pizza Mia, Tenino Eagles, Tenino Short Stop. **Recommended Action:** Move to approve the consent calendar as presented.



Washington State
Liquor and Cannabis Board
PO Box 43098,

Olympia WA 98504-3098, (360) 664-1600

RECEIVED

AUG 10 2023

CITY OF TENINO

MAYOR OF TENINO/CITY OF TENINO
PO BOX 4019
TENINO, WA 98589



Washington State
Liquor and Cannabis Board
PO Box 43098

Olympia WA 98504-3098, (360) 664-1600
www.ltd.wa.gov Fax #: (360) 753-2710

RECEIVED

AUG 10 2023

August 06, 2023

CITY OF TENINO

Dear Local Authority:
RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at localauthority@sp.lcb.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 08/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20231130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 . VILLEGAS & DIAZ CORP	PIZZA MIA 324 SUSSEX AVE W TENINO WA 98589 9343	426060	SPIRITS/BR/NN REST SERVICE BAR



Washington State
Liquor and Cannabis Board
PO Box 43098,
Olympia WA 98504-3098, (360) 664-1600

RECEIVED

SEP 12 2023

CITY OF TENINO

MAYOR OF TENINO/CITY OF TENINO
PO BOX 4019
TENINO, WA 98589



Washington State
Liquor and Cannabis Board
PO Box 43098

Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

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SEP 12 2023

CITY OF TENINO

September 06, 2023

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The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

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For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at localauthority@sp.lcb.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

RECEIVED

SEP 12 2023

CITY OF TENINO

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 09/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20231231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. FRATERNAL ORDER OF EAGLES TENINO AERIE NO. 564	FRATERNAL ORDER OF EAGLES TENINO AERIE 564 349 SUSSEX ST TENINO WA 98589 0000	357548	PRIVATE CLUB - SPIRITS/BEER/WINE
2. T90 GAS AND FOOD LLC	TENINO SHORT STOP 319 MICHMAN ST S TENINO WA 98589 9332	362006	GROCERY STORE - BEER/WINE

Consent Calendar August 23, 2023 consisting of:

- **Payroll EFT's and Checks #31713 through #31717 in the amount of \$61,223.46**
- **Claims Checks #31719 through #31774 in the amount of \$434,470.65.**
- **Check #31708-31712 and check 31718 voided due to misprint with copier.**

for a grand total of \$495,693.51

a) Liquor & Cannabis License:

CHECK REGISTER

3. City Of Tenino

Time: 15:51:04 Date: 09/12/2023

08/23/2023 To: 09/12/2023

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2707	09/12/2023	Claims	5	31738	Mahlen Investments II Inc DBA Actionaire	286.68	
2708	09/12/2023	Claims	5	31739	Mountain Mist Water	61.74	
2709	09/12/2023	Claims	5	31740	Sandra Noel Noel Design LLC	1,880.00	
2710	09/12/2023	Claims	5	31741	Northstar Chemical, Inc	1,380.71	
2711	09/12/2023	Claims	5	31742	Oaks Corporation	2,107.95	
2712	09/12/2023	Claims	5	31743	Orca Pacific Inc.	164,960.00	
2713	09/12/2023	Claims	5	31744	Pitney Bowes	1,005.00	
2714	09/12/2023	Claims	5	31745	Natasha Pratt	150.00	
2715	09/12/2023	Claims	5	31746	Puget Sound Energy	7,129.98	
2716	09/12/2023	Claims	5	31747	Quill	44.60	
2717	09/12/2023	Claims	5	31748	RTS Enviromental LLC	5,500.00	
2718	09/12/2023	Claims	5	31749	Travis Reynolds & Courtney Ingwaldson	75.00	
2719	09/12/2023	Claims	5	31750	Rochester Lumber	121.16	
2720	09/12/2023	Claims	5	31751	Maria Rodriguez	27.10	
2721	09/12/2023	Claims	5	31752	LB 1502 Rogers Machinery Co Inc	1,928.17	
2722	09/12/2023	Claims	5	31753	Scheibmeir, Kelly & Nelson PS	1,789.80	
2723	09/12/2023	Claims	5	31754	Jerri Smith	158.71	
2724	09/12/2023	Claims	5	31755	Linda Smith	75.00	
2725	09/12/2023	Claims	5	31756	T-Jags Trucking	17,793.00	
2726	09/12/2023	Claims	5	31757	Tenino Marketfresh	2,948.45	
2727	09/12/2023	Claims	5	31758	Tenino School Dist 402	36,720.66	308100.00 - 124 GARFIELD AVE W STADIUM
2728	09/12/2023	Claims	5	31759	Tenino Stone Carvers Guild	150.00	
2729	09/12/2023	Claims	5	31760	Tenino Telephone Co	1,952.46	
2730	09/12/2023	Claims	5	31761	City Of Tenino	1,732.40	
2731	09/12/2023	Claims	5	31762	That Hose Guy	130.41	
2732	09/12/2023	Claims	5	31763	Thurston Co Economic Dev Council	6,250.00	
2733	09/12/2023	Claims	5	31764	Thurston Co Public Health & Social Serv	64.00	
2734	09/12/2023	Claims	5	31765	Thurston Co Treasurer	17.49	
2735	09/12/2023	Claims	5	31766	Katrina Turner	150.00	
2736	09/12/2023	Claims	5	31767	Utilities Underground Location	32.25	
2737	09/12/2023	Claims	5	31768	Verizon Wireless (Cell)	814.41	
2738	09/12/2023	Claims	5	31769	Voyager Fleet System	3,855.76	
2739	09/12/2023	Claims	5	31770	WA State Dept Of Ecology	5,454.00	
2740	09/12/2023	Claims	5	31771	WA State Dept of Health	6,519.23	
2741	09/12/2023	Claims	5	31772	WA State Treasurer	862.33	
2742	09/12/2023	Claims	5	31773	Wilson Parts Corporation	122.43	
2749	09/12/2023	Claims	5	31774	Kristina Teague	75.00	

001 General Government Fund #001	172,817.83
002 Quarry Pool Fund #002	3,418.36
101 City Street Fund #101	8,460.03
310 Municipal Capital Imp Fund 310	189,781.47
401 Water Fund	51,488.27
402 Water Capital Imp Fund	6,955.04
410 Sewer Fund	44,911.72
421 Sewer Capital Improvement Fund	17,860.79

	Claims:	434,470.05
* Transaction Has Mixed Revenue And Expense Accounts	Payroll:	61,223.46

CHECK REGISTER

3. City Of Tenino

Time: 15:51:04 Date: 09/12/2023

08/23/2023 To: 09/12/2023

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2594	09/05/2023	Payroll	5	EFT	Rachel L Davidson	136.75	
2595	09/05/2023	Payroll	5	EFT	Wayne R Fournier	1,297.13	
2596	09/05/2023	Payroll	5	EFT	Linda Gotovac	182.34	
2597	09/05/2023	Payroll	5	EFT	Effie E Klamn	182.34	
2598	09/05/2023	Payroll	5	EFT	Jason A Lawton	136.75	
2599	09/05/2023	Payroll	5	EFT	John J O'Callahan	182.34	
2607	09/05/2023	Payroll	5	EFT	Robert A Auderer	2,531.10	
2608	09/05/2023	Payroll	5	EFT	Veronica A Barnes	2,094.87	
2609	09/05/2023	Payroll	5	EFT	Troy LK Cannon	2,822.61	
2610	09/05/2023	Payroll	5	EFT	Rene Durand	2,188.12	
2612	09/05/2023	Payroll	5	EFT	Brent L Gibbs	2,263.39	
2613	09/05/2023	Payroll	5	EFT	Drew Johnson	3,204.76	
2615	09/05/2023	Payroll	5	EFT	Aaron Lee	2,733.02	
2616	09/05/2023	Payroll	5	EFT	Patrick H Maguire	2,248.03	
2617	09/05/2023	Payroll	5	EFT	Alec C McClelland	2,558.94	
2618	09/05/2023	Payroll	5	EFT	Cole Plaja	1,737.43	
2619	09/05/2023	Payroll	5	EFT	Jason M Plaja	2,531.71	
2622	09/05/2023	Payroll	5	EFT	Jessica Reeves-Rush	1,543.84	
2623	09/05/2023	Payroll	5	EFT	Maria Rodriguez	1,949.93	
2624	09/05/2023	Payroll	5	EFT	Jennifer N Scharber	2,284.01	
2625	09/05/2023	Payroll	5	EFT	Courtney N Sheldon	1,454.28	
2630	09/05/2023	Payroll	5	0	Misprinted check		Misprinted check
2633	08/31/2023	Payroll	5	EFT	Timberland Bank	24,529.26	941 Deposit for Pay Cycle(s) 08/20/2023 - 08/20/2023; 941 Deposit for Pay Cycle(s) 09/05/2023 - 09/05/2023
2627	09/05/2023	Payroll	5	31708	Misprinted check		Misprinted check
2628	09/05/2023	Payroll	5	31709	Misprinted check		Misprinted check
2629	09/04/2023	Payroll	5	31710	Misprinted check		Misprinted check
2631	08/31/2023	Payroll	5	31711	Misprinted check		Misprinted check
2632	08/31/2023	Payroll	5	31712	Misprinted check		Misprinted check
2611	09/05/2023	Payroll	5	31713	Kayla Freeman	143.51	
2614	09/05/2023	Payroll	5	31714	Ross H Kershaw	71.75	
2620	09/05/2023	Payroll	5	31715	Noah Pye	71.75	
2621	09/05/2023	Payroll	5	31716	Piper Quarnstrom	71.75	
2626	09/05/2023	Payroll	5	31717	Ronin Wachter-Parent	71.75	
2687	09/12/2023	Claims	5	31718	ALS Group USA, Corp		printed upside down on check
2688	09/12/2023	Claims	5	31719	ALS Group USA, Corp	466.00	
2689	09/12/2023	Claims	5	31720	AWC	123,727.86	RMSA 2023 Balance Owed
2690	09/12/2023	Claims	5	31721	Brincken Safe & Lock	78.91	
2691	09/12/2023	Claims	5	31722	Cintas Corporation	136.21	
2692	09/12/2023	Claims	5	31723	CivicPlus LLC	1,197.90	
2693	09/12/2023	Claims	5	31724	Corporate Payment Systems	4,593.15	
2694	09/12/2023	Claims	5	31725	Rene Durand	39.00	
2695	09/12/2023	Claims	5	31726	Pauline Feuling	150.00	
2696	09/12/2023	Claims	5	31727	Linda Gotovac	150.00	
2697	09/12/2023	Claims	5	31728	Grit City Conti/Crowell Electric	20,676.24	
2698	09/12/2023	Claims	5	31729	H D Fowler Co	67.79	
2699	09/12/2023	Claims	5	31730	Jessamy Hill	75.00	
2700	09/12/2023	Claims	5	31731	Hillary Hull	150.00	
2701	09/12/2023	Claims	5	31732	Interstate Batteries of Olympia	159.94	
2702	09/12/2023	Claims	5	31733	J & I Power Equip	87.25	
2703	09/12/2023	Claims	5	31734	Joes Refuse	1,398.09	
2704	09/12/2023	Claims	5	31735	Law Office of Richard L. Hughes PLLC	3,852.50	
2705	09/12/2023	Claims	5	31736	Kamerrer & Bogdanovich P Law, Lyman, Daniel,	1,073.73	
2706	09/12/2023	Claims	5	31737	Les Schwab Tires (Tumwater)	2,064.60	

File Attachments for Item:

4. National Voter Registration Day Proclamation

Recommended Action: Motion to approve September 19th as National Voter Registration Day.

BY THE CITY OF TENINO

-A Proclamation-

National Voter Registration Day

WHEREAS, registering to vote empowers eligible citizens to exercise their right to vote on Election Day;

WHEREAS, Thurston County is committed to strengthening democracy by encouraging voter registration and increasing participation in all elections;

WHEREAS, civic-minded people and organizations have collaborated to establish September 19, 2023, as NATIONAL VOTER REGISTRATION DAY;

WHEREAS, the goal for the 2023 National Voter Registration Day is to create awareness of elections and motivate eligible citizens to vote in the coming months;

WHEREAS, the strength of our democracy depends on the willingness of our citizens to participate by choosing the people who will lead us and by voicing their opinions on important matters that will come before the voters on Election Day;

WHEREAS, fewer voters participate in local odd-year elections due to lower levels of media coverage and information about local issues and candidates;

WHEREAS, the Thurston County Urge Your Neighbors To Vote Challenge aims to encourage regular voters to reach out to their neighbors with the tools and information they need to feel informed and empowered to turn in their ballots;

NOW, THEREFORE, BE IT RESOLVED that the City of Tenino recognizes September 19, 2023, as NATIONAL VOTER REGISTRATION DAY in Tenino, Washington and encourages all eligible county residents to register to vote, to vote when they receive their ballot, and to encourage their neighbors to vote.

SIGNED IN THURSTON COUNTY, WASHINGTON, THIS 12th DAY OF SEPTEMBER 2023.

Wayne Fournier, Mayor

Linda K. Gotovac, Council Member

Elaine Klamn, Council Member

John O'Callahan, Council Member

Jason Lawton, Council Member

Rachel Davidson, Council Member

File Attachments for Item:

5. Bucoda Code Enforcement ILA. This agreement would allow City of Tenino to do Code Enforcement in Bucoda.

Recommended Action: Motion to approve Tenino-Bucoda Code Enforcement ILA

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

THIS INTERLOCAL AGREEMENT dated this ___day of _____ 2023, is made between the TOWN OF BUCODA, a Washington Municipal Corporation (hereinafter referred to as “Bucoda”) whose address is 101A East 7th Street, Bucoda, WA, 98530, and the CITY OF TENINO, a Washington Municipal Corporation (hereinafter referred to as “Tenino”) whose address is 149 Hodgden St. South, Tenino, WA 98589.

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

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

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

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

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

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

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

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

Provide the services of a Code Enforcement Officer (hereinafter referred to as (“Enforcement Officer”). Tenino shall be responsible for ensuring the Enforcement Officer performs the following duties for Bucoda: Enforce the provisions of Ordinance Nos. 155, 207, 234, 281, 285, 287, 330, 484, 508, 515, 519, 522, 654 of the Town of Bucoda and such other and further enforcement of the ordinances of the City or State or Federal laws

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

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

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

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

8. PERSONNEL. Bucoda and Tenino agree that:

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

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

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

10. **RECORDING.** Pursuant to Chapter 39.34 RCW, Bucoda shall cause this Agreement to be recorded with the Thurston County Auditor’s Office, or, alternatively, listed by subject on a Bucoda’s web site or other electronically retrievable public source after all parties have fully executed.

11. **NO SEPARATE LEGAL ENTITY CREATED.** This Agreement creates no Joint Board and no separate legal entity.

12. **DISPUTE RESOLUTION.** In the event of a dispute between the Parties with respect to this Agreement, the Parties shall first seek resolution through mediation on terms and conditions agreed to in writing or, in the event the Parties do not reach such agreement, through the Dispute Resolution Center of Thurston County. Each Party will bear its own costs and fees for mediation, including one half of the mediation service provider cost. Mediation shall be required prior to any suit being filed by a Party arising out of this Agreement.

13. **NOTICE.** Unless otherwise stated herein, any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party’s address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

TOWN OF BUCODA

CITY OF TENINO

DATED: _____

DATED: _____

Robert Gordon, Bucoda Mayor

Wayne Fournier, Tenino Mayor

Attest:

Janiza Morados, Clerk/Treasurer

Attest:

Jen Scharber, Clerk/Treasurer

Approved as to form:

Approved as to form:

Marissa Y. Jay, Town Attorney

Richard L Hughes, City Attorney

File Attachments for Item:

6. Change order for the Quarry House, this change order is to increase the contract price for the Electrical to account for the late invoice.

Recommended Action: Motion to approve change order.

CHANGE ORDER

(Instructions on reverse side)

No. 2

PROJECT: Quarry House Renovation

DATE OF ISSUANCE: June 13, 2021
14, 2021

EFFECTIVE DATE: June

OWNER: City of Tenino

OWNER's Contract No.: N/A

CONTRACTOR: Grit City Contracting Inc.

ENGINEER: Gibbs & Olson

You are directed to make the following changes in the Contract Documents.

Description: Increase contract price to account for late electrical invoice.

Reason for Change Order: Late invoice.

This change order includes all direct and indirect costs for labor, equipment, materials and the time required for completion of the work described delivered to the Owner ready for use.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ <u>278,186.40</u>	Substantial Completion: <u>180 Calendar Days</u>
-	Ready for final payment: <u>200 Calendar days</u>
	days or dates
Net changes from previous Change Order No. <u>1</u> to No. <u>1</u>	Net changes from previous Change Order No. <u>1</u> to No. <u>1</u>
\$ <u>56,808.12 incl. sales tax</u>	<u>166 calendar days</u>
	days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ <u>334,994.52 Including sales tax</u>	Substantial Completion: <u>346 Calendar Days</u>
	Ready for final payment: <u>366 Calendar days</u>

Net Increase of this Change Order	days or dates
\$ <u>21,678.97 including sales tax</u>	<u>0 Calendar</u> days
Contract Price with all approved Change Orders	days
\$ <u>356,673.49 including sales tax</u>	Contract Times with all approved Change Orders
	Substantial Completion: <u>346 Calendar</u> days
	Ready for final payment: <u>366 Calendar</u> days
	days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By:

Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Date:

6-1-2023

Date:

5-26-2023

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval.

After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

File Attachments for Item:

7. MOU PARC Foundation. This is the same MOU the City currently has with PARC with the exception this is a 4-year agreement instead of 1 year.

Recommended Action: Motion to approve PARC MOU

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TENINO AND
THE PARC FOUNDATION OF THURSTON COUNTY**

THIS MEMORANDUM OF AGREEMENT is made by and between the City of Tenino, (THE CITY) and the PARC Foundation of Thurston County, a Washington State nonprofit, tax exempt corporation located at 723 Eastside Street NE, Olympia, Washington 98506 (the PARC Foundation).

WHEREAS, THE CITY owns or operates and maintains real estate, buildings, works of art, and other recreational and entertainment facilities, and operates a wide variety of parks, recreation, arts and cultural heritage programs, services, and facilities; and

WHEREAS, the PARC Foundation of Thurston County wishes to support THE CITY's vision and mission and, as an independent tax-exempt corporation, has the opportunity to accomplish more than public funding allows; and

WHEREAS, the private independent nature of the PARC Foundation also provides the added advantage of dedicated donor and volunteer services; and

WHEREAS, THE CITY wishes to support the fundraising activities of, and appropriately recognize, the PARC Foundation and promote a positive relationship with its staff and volunteer members; and

WHEREAS, the PARC Foundation wishes to assure THE CITY that it will operate effectively and responsibly consistent with the reasonable expectations of both public and private interests on behalf of THE CITY.

THEREFORE, based on the foregoing, the parties enter into the following Agreement:

Section 1. PARC Foundation. The PARC Foundation represents and acknowledges the following with regard to its operation and purposes:

- A. The mission of the PARC Foundation of Thurston County is to promote donations for both facilities and programs to serve Thurston County residents in the areas of parks, recreation, arts, and cultural heritage. The PARC Foundation's work will be compatible with THE CITY's vision, mission, and goals, and it will support the Parks, Arts & Recreation Plan of THE CITY when the PARC Foundation's work involves THE CITY's Parks, Recreation, Arts, and Cultural Heritage programs or facilities.
- B. The PARC Foundation will support and diligently supplement THE CITY's efforts to increase the awareness of the value of parks, recreation, arts, and cultural heritage in the community.
- C. The PARC Foundation will participate in and enhance THE CITY's promotion of park facilities and recreational, arts, and cultural heritage programs.
- D. The PARC Foundation will strive to provide future funding to help support and expand CITY's parklands, facilities, and programs.

- E. A major purpose of the PARC Foundation is to secure, purchase, manage, and invest privately raised funds for the benefit of parks and facilities, as well as arts, recreation, and cultural heritage programs throughout Thurston County.
- F. The PARC Foundation shall support and promote state and national parks, recreation, arts, and cultural heritage initiatives as they arise.
- G. The PARC Foundation shall seek and receive donations for scholarships for THE CITY's low-income families.
- H. The PARC Foundation shall seek and receive funding to provide matching funds for grants such as through the State Recreation and Conservation Office.
- I. In coordination with THE CITY, the PARC Foundation shall continually champion and fundraise for a landmark project yet to be determined by the Parties jointly and in writing.
- J. The PARC Foundation shall continue to operate as a private independent legal entity separate from THE CITY.
- K. The PARC Foundation shall use sound fiscal procedures and adopted audit policies.
- L. The PARC Foundation shall maintain its status as a 501(c)(3) charitable organization to which contributions are deductible under §§170, 2055, and 2522 of the Internal Revenue Code.

Section 2. Insurance.

- A. **Insurance Term.** The PARC Foundation shall procure and maintain for the duration of the Memorandum insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work under this Memorandum by The PARC Foundation, its agents, representatives, or employees.
- B. **No Limitation.** Consultant's maintenance of insurance as required by this Memorandum does not limit the liability of The PARC Foundation to the coverage provided by such insurance, or otherwise limit THE CITY's recourse to any remedy available at law or in equity.
- C. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises,

operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City must be named as an additional insured under The PARC Foundation's Commercial General Liability insurance policy with respect to the work performed for THE CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance must be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance must be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- E. Other Insurance Provisions. The PARC Foundation's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed, to contain that they are primary insurance as respect THE CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by THE CITY is excess of The PARC Foundation's insurance and does not contribute with it.
- F. Acceptability of Insurers. Insurance must be placed with insurers with a current A.M. Best rating of not less than A:VII.
- G. Verification of Coverage. The PARC FOUNDATION shall furnish THE CITY with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of The PARC Foundation before commencement of the work.

Section 3. Accountability and Stewardship. As THE CITY and the PARC Foundation want to maintain the highest levels of accountability and stewardship, subject to the Confidentiality Policies of the PARC Foundation and section 7, below, the PARC Foundation shall share information with THE CITY as reasonably requested, including an annual report to THE CITY. The PARC Foundation shall develop reporting processes and institute compliance procedures and audit policies that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes, and reports are made to donors on the use of such funds.

The PARC Foundation shall not undertake to raise funds for THE CITY's project without prior written approval by THE CITY. The PARC Foundation shall provide to THE CITY, for review and approval, notice of the nature of and plans for any fundraising efforts it plans to undertake to raise funds for the benefit of THE CITY that involves the use of THE CITY's property, or which is for the benefit of THE CITY. In addition, the PARC Foundation shall give THE CITY written notice of the status of all ongoing fundraising efforts on at least a quarterly basis.

Section 4. Donor Solicitation.

4.1 Donor Communication. The PARC Foundation shall advise prospective donors of the following:

- A. The PARC Foundation is a separate legal and tax entity organized for the purpose of encouraging philanthropic support for the benefit of THE CITY's parks, recreation, arts, and cultural heritage programs and facilities throughout Thurston County.
- B. Responsibility for governance of the PARC Foundation, including investment of gifts and endowments, resides with the PARC Foundation Board.
- C. The PARC Foundation shall follow donor intent with all donations, ensuring that donations are used in the manner agreed upon between the donor, the PARC Foundation and, to the extent THE CITY's parks, arts, recreation, arts, and cultural heritage program or facility that is the subject of such donation.
- D. The PARC Foundation shall keep donors informed on a timely basis regarding accomplishment of gift purpose. THE CITY will assist with such communications by providing information regarding funded projects as reasonably requested by the PARC Foundation.

4.2 Conditions of Gift Acceptance. The PARC Foundation shall, in accepting gifts of all kinds:

- A. Advise donors that any restrictive terms and conditions a donor attaches to gifts for THE CITY are subject to THE CITY's approval.
- B. Ensure that gifts designated for specific purposes related to THE CITY's programs or facilities are in compliance with THE CITY's municipal code, master plans, vision, and mission.
- C. Ensure that gifts related to THE CITY's programs and facilities are promptly reported to, and to the extent such gifts seek to impose terms, conditions, or obligations on THE CITY, are approved by THE CITY in writing.
- D. Coordinate relevant funding goals, programs, and campaigns with THE CITY when the Foundation's work involves THE CITY's programs or facilities.
- E. Allocate a maximum of 5% of all donations toward organizational expenses, with donor opt out consideration.

Section 5. Financial Procedures.

5.1 Standards. The PARC Foundation shall hold and invest endowments and funds functioning as endowments on a long-term basis. For this purpose, it shall ensure that the following standards are applied:

- A. Prudent Practices.

The PARC Foundation shall follow investment procedures that accord with applicable state and federal law. The investments must be consistent with the terms of the gift instrument.

B. Administration of Income.

The PARC Foundation shall administer income from investments, net of administrative fees, in accordance with pertinent PARC Foundation policies.

C. Annual Report.

The PARC Foundation shall include in their annual report to THE CITY a summary of all funds transferred to the THE CITY, current program account balances, and any financial activity thereon and will provide at least one formal in-person meeting which regional parties are invited to attend. THE CITY and the PARC Foundation shall provide each other with other reports as may be reasonably requested.

D. Preexisting Assets.

After the effective date of this Memorandum, all new funds raised are bound to the parameters of this Memorandum; however, preexisting assets may be distributed according to previously established donor requirements and commitments.

Section 6. Financial Statement. The PARC Foundation shall maintain financial records in accordance with generally accepted accounting principles. The PARC Foundation shall make available copies of the financial statements and a current list of PARC Foundation officers and directors to THE CITY upon request.

Section 7. Inspection and Provision of PARC Foundation Records. Because private funds are raised to support public projects, the PARC Foundation shall permit, on reasonable notice, authorized officials of THE CITY to inspect all the PARC Foundation books and records, except to the extent the inspection violates rights to privacy or confidential donor information. As necessary for THE CITY to comply with its obligations under the Public Records Act, RCW chapter 42.56, the PARC Foundation shall, upon request, provide THE CITY with copies of any PARC Foundation record that may be considered a “public record” of the THE CITY, so that THE CITY may produce such record in response to a public records request to which such record is or may be responsive. Whether a record is a public record of THE CITY for purposes of this paragraph is at the sole discretion of THE CITY.

Should the PARC Foundation fail to provide records related to this Agreement to the City within ten (10) calendar days of the City’s request for such records, the PARC Foundation shall indemnify, defend, and hold the City harmless for any public records judgment against the City for failure to disclose and/or release such records, including costs and attorney’s fees. This section survives expiration of the Memorandum.

Section 8. Compliance. To ensure donated funds are used in compliance with any PARC Foundation policies or donor purposes and restrictions, funds will be paid to THE CITY upon submission and review of THE CITY’s invoice outlining use of such funds. If another method of fund payment is required, it will be mutually agreed upon in advance by THE CITY and the PARC Foundation.

Section 9. THE AGENCIES Assistance to the PARC Foundation. As long as the

PARC Foundation complies with all provisions of this Memorandum, THE CITY shall assist the PARC Foundation in the following manner:

- A. An Executive Committee, separate from the PARC Foundation Board, will be formed with a representative from each agency that is financially supporting the PARC Foundation, as outlined in Exhibit A, attached to and hereby made a part of this Memorandum. The Executive Committee will meet at least twice per year to establish and update annual work plan priorities and deliverables for the PARC Foundation. Accountability for this Memorandum will be based on those deliverables and performance metrics established by the committee. This Executive Committee will make a recommendation to the PARC Foundation Board regarding the selection and oversight of the Executive Management of the PARC Foundation.
- B. Allow the PARC Foundation to use the name and images of THE CITY consistent with THE CITY's policies related to its name and images or, if there are no such policies, upon written approval of the City.
- C. Provide the PARC Foundation with assistance in PARC Foundation activities at the discretion of the Parks & Recreation Department Director of THE CITY, and consistent with what is permitted under state and federal law, and THE CITY's municipal code.
- D. Recognize PARC Foundation gifts in THE CITY's Parks, Arts, and Recreation Annual Performance Report.
- E. THE CITY shall provide, at no cost, up to 10 hours of meeting room or park shelter space to the PARC Foundation for the purpose of hosting PARC Foundation Board meetings, facilitating regional meetings, or meetings focused on specific projects related to supporting THE CITY.
- F. As allowed by THE CITY's Communication Policy, or in the absence of such a policy upon written approval of the CITY, THE CITY shall provide a limited amount of website, social media, and print materials presence to the PARC Foundation for the purpose of furthering the PARC Foundation's activities under this Memorandum. Furthermore, THE CITY shall make every effort to include PARC Foundation donation/investment brochures at THE CITY's customer service counter.

Section 10. Notice of Non-Compliance – Opportunity to Cure. In the event of the PARC Foundation's non-compliance with any provision of this Memorandum, THE CITY shall notify the Executive Committee and the PARC Foundation in writing of the event or practice THE CITY believes does not comply with this Memorandum. The PARC Foundation shall, within fifteen (15) days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to THE CITY that it is in compliance. In the event the PARC Foundation fails to comply within this time period, THE CITY, may terminate this Memorandum and the relationship described in this Memorandum.

Section 11. Termination and Withdrawal. In addition to the method of termination provided for in Section 10, THE CITY may terminate and withdraw from this Memorandum by delivering written notice of termination to the PARC Foundation and the Executive Committee

at least thirty (30) days prior to the effective date of any termination. The PARC Foundation may terminate this Memorandum by delivering written notice of termination to THE CITY at least thirty (30) days prior to the effective date of any termination. In the event of termination, the PARC Foundation shall provide THE CITY with an accounting of all funds restricted for THE CITY. Those funds shall be transferred over to THE CITY at the time of termination. THE CITY will be obligated to adhere to donor conditions that may have been established as a component of the donation. In the event of THE CITY's termination and withdrawal, the PARC Foundation shall provide THE CITY with an accounting of all funds restricted for THE CITY. Those funds shall be transferred over to THE CITY at the time of termination. THE CITY will be obligated to adhere to donor conditions that may have been established as a component of the donation.

Section 12. Compensation. THE CITY shall provide compensation to the Executive Management of PARC Foundation per the schedule in Exhibit A. The Executive Management will be required to match THE CITY's contributions with \$10,000 per year, as listed in Exhibit A. In the instance that THE CITY terminates this memorandum under the terms described in Section 10, the compensation will be refunded on a pro-rated basis for the remainder of the year from the date of termination. In the instance that THE CITY terminates this memorandum under the terms described in Section 11, THE CITY is not entitled to a refund for the remainder of that year.

Section 13. Provision for eligibility and conditions of additional agencies to add. In order for an agency to be supported by the PARC Foundation, the agency must be a city, county, park district, or tribe located in Thurston County and must pay the annual fees as outlined in the schedule. Any prospective future agency to be supported by the PARC Foundation must be approved by the Executive Committee and the PARC Foundation Board prior to joining the consortium of agencies supported by the PARC Foundation. One-time exceptions to this policy may be allowed, but must be approved in advance by the Executive Committee and the PARC Foundation Board, and must be incorporated into the annual work plan.

Section 14. Relationship of the Parties. In performing under this Memorandum, the PARC Foundation is an independent contractor and neither the PARC Foundation nor any of its officers, employees, or agents is an agent or employee of THE CITY. THE CITY is interested in only the results to be achieved, and that right to control the particular manner, method, and means in which services are performed under this Memorandum is solely within the discretion of the PARC Foundation. Any and all employees who provide services THE CITY under this MEMORANDUM are employees solely of the PARC Foundation. The PARC FOUNDATION is solely responsible for the conduct and actions of all its employees in carrying out this Memorandum and any liability that may attach thereto.

Section 15. Access to Worksites. The PARC Foundation will coordinate with THE CITY to grant the PARC Foundation access to observe and take pictures of project worksites during construction of projects supported by the PARC Foundation.

Section 16. Ownership / Use after Project Completion. Any project of THE CITY funded in whole or in part by the PARC Foundation will be owned and maintained by THE CITY and used according to THE CITY's policies.

Section 17. Assignment. This Memorandum is binding upon the Parties, their successors, and assigns. No party may assign, transfer, or subcontract, in whole or in part, its interest in this Memorandum without the prior written consent of the other parties.

Section 18. Anti-Kickback. No officer or employee of THE CITY, having the power or duty to perform an official act or action related to this Memorandum shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Memorandum.

Section 19. Indemnification.

The PARC Foundation shall, at its sole expense, defend, indemnify, and hold harmless THE CITY and its officers, agents, employees, and volunteers, from any and all claims, actions, suits, liability, loss, costs, attorneys' fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by the PARC Foundation and the PARC Foundation's agents, subcontractors, subconsultants, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

The PARC Foundation's duty to defend, indemnify, and hold THE CITY harmless does not apply to liability for damages to the extent arising out of such services caused by or resulting from the sole negligence of THE CITY or THE CITY's agents or employees.

The PARC Foundation's duty to defend, indemnify, and hold THE CITY harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) THE CITY or THE CITY's agents or employees, and (b) the PARC Foundation, the PARC Foundation's agents, subcontractors, subconsultants, and employees only applies to the extent of the negligence of the PARC Foundation, the PARC Foundation's agents, subcontractors, subconsultants, or employees.

The PARC Foundation's duty to defend, indemnify, and hold THE CITY harmless includes, as to all claims, demands, losses, and liability to which it applies, THE CITY's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

The PARC Foundation hereby specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations are not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that the PARC Foundation's waiver of immunity under this provision extends only to claims against the PARC Foundation by THE CITY, and does not include, or extend to, any claims by the PARC Foundation's employees directly against the PARC Foundation.

The PARC Foundation hereby certifies that this indemnification provision was mutually negotiated.

Section 20. Nondiscrimination. THE CITY has made compliance with THE CITY's Non-Discrimination in Delivery of City Services or Resources ordinance a high priority, whether services are provided by THE CITY'S employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out THE CITY's non-discrimination policy. The PARC Foundation shall comply with THE CITY's nondiscrimination requirements as outlined in Exhibit B, which is attached to and hereby made a part of this Memorandum.

Section 21. Entire Agreement and Amendment. This Memorandum represents the parties' entire agreement with respect to the matters specified herein. This Memorandum may be amended upon agreement of all of the parties hereto.

Section 22. Governing Law and Venue. This Memorandum is governed by and must be construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Memorandum is in the state Superior Court for Thurston County, Washington.

Section 23. Severability. Any provision of the Memorandum which is prohibited or unenforceable is ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 24. Attorney's Fees. In the event of litigation or arbitration over the terms or performance of this Memorandum, any prevailing party is entitled to reasonable attorney's fees and costs incurred in the course of such litigation or arbitration.

Section 25. Mediation. Should any dispute arise out of or related to this Memorandum or its performance by the parties, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The parties shall select a mediator within ten (10) days of the notice by a party to mediate a claim. If the Parties are unable to select a mutually acceptable mediator, the matter will be mediated, and a mediator chosen, by the Washington Arbitration and Mediation Service in Seattle. Mediation must be concluded within sixty (60) days of the notice to mediate extended by the parties by mutual agreement. Neither party may file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution of the claim(s). The costs of mediation must be paid equally by the parties, and each Party will pay for its own legal representation. If a mediated settlement is reached neither party may be deemed the prevailing party for purposes of obtaining attorney's fees and legal costs.

Section 26. Contact Information. Representatives and their contact information, for each party, are as follows:

A. For THE CITY:

Wayne Fournier, Mayor, City of Tenino, PO Box 4019, Tenino, WA, 98589

B. For the PARC Foundation contact: Joe Hyer Chair of the Board, PARC Foundation, 723 Eastside Street NE, Olympia, Washington, 98506.

Section 27. Term. The initial term of this Memorandum is from September 1, 2023 through December 31, 2028 unless earlier terminated as provided in Section 10 or Section 11. After the initial term, and subject to the termination provisions in Section 10 and Section 11, this Memorandum automatically renews for one (1) year on each successive January 1st, unless a notice of non-renewal is provided by either party at least 90 days before the expiration of the initial term and any subsequent renewal term.

THE CITY OF TENINO SIGNATURES:

Signature _____

Date

Name _____

Title _____

Approved as to form:

Richard Hughes, City Attorney

PARC FOUNDATION OF THURSTON COUNTY

By: _____

Date

Name _____

Title _____

Exhibit A

EXECUTIVE COMMITTEE & COMPENSATION SCHEDULE

In 2021, the long-established PARC Foundation of Thurston County transitioned its operating model towards one that includes paid executive management. In order to accomplish this, the agencies supported by the PARC Foundation began to provide population-based compensation amounts outlined below on an annual basis. The PARC Foundation Executive Management is also required to generate \$10,000 in operating funds to support the ongoing operations and Executive Management.

As a result of the ongoing investments of these agencies, an Executive Committee is hereby formed with a representative from each participating agency. The Cities of Olympia, and Tumwater are the initial agencies in this consortium. Any future agency supported by the PARC Foundation must enter into a formal agreement, which must be approved by the Executive Committee and PARC Foundation Board. Once an agreement is fully approved by both bodies, the new agency will have a representative appointed to the Executive Committee and will be required to pay annual contributions to the PARC Foundation as outlined below.

Agency Contributions

\$10,000	Service Population 30,000 +
\$7,500	Service Population 10,000 – 29,999
\$3,500	Service Population Under 10,000

Eligible Expenses

- Contracted Executive Compensation
- Operating Expenses
- Office Supplies
- Travel & Training

Compensation Match

The PARC FOUNDATION shall raise \$10,000 each year to fund organizational expenses as outlined in the Memorandum.

This match must be raised outside of agency projects and should be contributed toward the overall expenses outlined above.

7.

**Exhibit B
STATEMENT OF COMPLIANCE WITH
NON-DISCRIMINATION REQUIREMENT**

The Tenino City Council has made compliance with the City’s *Non-Discrimination in Delivery of City Services or Resources* ordinance a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City’s non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not discriminate against an employee or client on the basis of any status protected from discrimination by law, including but not limited to race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

_____ affirms compliance with the City of Tenino’s
(Print Agency Name)

non-discrimination ordinance and contract provision by **two or more of the following actions:**

- Text of non-discrimination contract provision is posted on printed material with broad distribution (newsletters, brochures, etc.).
- What type, and how often? _____
- Text of non-discrimination contract provision is posted on each application for service.
- Text of non-discrimination contract provision is posted on the agency’s web page.
- Text of non-discrimination contract provision is included in human resource materials provided to job applicants and new employees.
- Text of non-discrimination contract provision is shared during meetings.
- What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

By signing, I acknowledge compliance with the City of Tenino’s non-discrimination ordinance.

Failure to implement the measures specified above constitutes a breach of contract

(Signature)

(Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate based on any status protected from discrimination by law.

(Sole Proprietor Signature)

(Date)

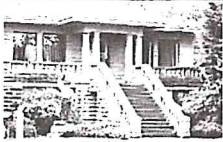
File Attachments for Item:

8. Facade Improvement Grant for Sandstone Cafe and Classy Cuts

Recommended Action: Motion to approve Facade improvement Grant for Sandstone Cafe and Classy Cuts.

JUN 06 2023

CITY OF TENINO



CITY OF TENINO
Façade Improvement Grant Request
P.O. Box 4019, Tenino, WA 98589
Phone: (360) 264-2368 Fax: (360) 264-5772

Business Name: ROSITY LLC
Address: 2531273 SUSSEX AVENUE
Mailing Address (if different): 4005 120th AVE SE TENINO WA 98589
Owner: ROSITY LLC Contact Person / Title: A.T. ROGUE OWNER
Business Phone: 360 292 9508 FAX: Email: LadyofLake@OUTLOOK.COM

- 1. Is this business located within the historic downtown business district? Yes [X] No []
2. If you are not the building owner, do you have the owner's permission to make improvements to this building? Yes [] No []
3. Did you receive a Façade Improvement Grant from the City in the previous year? Yes [] No [X]
4. Have you already received a Façade Improvement Grant from the City in this year? Yes [] No [X]

5. Please attach a description of the improvement you wish to make. The description may be in the form of a sketch, drawing, photograph, words, or any combination thereof. The Façade Improvement Grant Review Committee will base its recommendation to approve or deny the award of a grant based on the information provided, so the description should "paint a picture" that enables each committee member to fully grasp the result you intend to achieve.

I certify, by my signature below, that I understand the following: I am applying for a grant of money from the City of Tenino for the purpose of contributing to the improvement of the Community Character as defined in the City of Tenino Comprehensive Plan. This request will be reviewed by the City's Façade Improvement Grant Review Committee; however, the decision to award or deny the grant rests with the City Council of the City of Tenino and each such decision will be made during a regular meeting of the City Council. The Committee will base its recommendation on information I provide on this form and that I attach to it. Finally, I understand that this grant will be made solely in the form of a reimbursement of funds actually expended in furtherance of a facade improvement effort and that the amount received will be one-third of the total amount of funds that I actually spent, up to a maximum of \$2000 provided, however, that "funds actually spent" may include "in kind" contributions of labor or materials that I furnished. Reimbursement will be made after project completion and upon presentation of all receipts.

Applicant Signature: [Signature] Date: 6/5/23
Print Name / Title: A. Tom ROGUE Day Telephone: 360 292 9508

Space Below For City Use Only

Date Received by City: 6/6/2023
Name/Title:
Façade Improvement Grant Review Committee Recommendation: [] Approve [] Deny
Date considered:
Comments:
Action by Council: [] Approved [] Denied
Date:
Comments:
Grant Number: 2019- -
Date Presented for Reimbursement: Amount spent by business owner:
Amount authorized to be reimbursed (1/3 of costs up to a maximum of \$2000):

BIA Construction
 PO Box 1147
 TEXAS 75781-9859
 360 529-7104

PROPOSAL SUBMITTED TO	JOB NAME	JOB #
ADDRESS	JOB LOCATION	DATE OF PLANS
PHONE #	TAX #	PROJECT

OFFICE Lake Resort
 4005 120th Ave SE
 TEXAS 75781-9859
 Sandstone Restaurant

We hereby submit specifications and estimates for. Labor & materials to install side wall shingles & Trim on front & rear of building. Repair windows trim on front of building, scrape & paint all trim Black, Paint I beam black on front of building. Install side wall shingles on rear of building 12 areas needed. Replace 2 sheet of plywood rear of building, Trim out & install shingles. Paint all trim Black, Paint rear of building Grey. Stain cedar side wall shingles with natural cedar stain. Clean up debris & remove to land fill.

materials 3661.00
 Labor 4000.00
 # 7661.00
 Trm 750.08
 Total 918418.08

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of \$ 2111.08

with payments to be made as follows: Down payment \$4411.08 Balance job \$2111.00

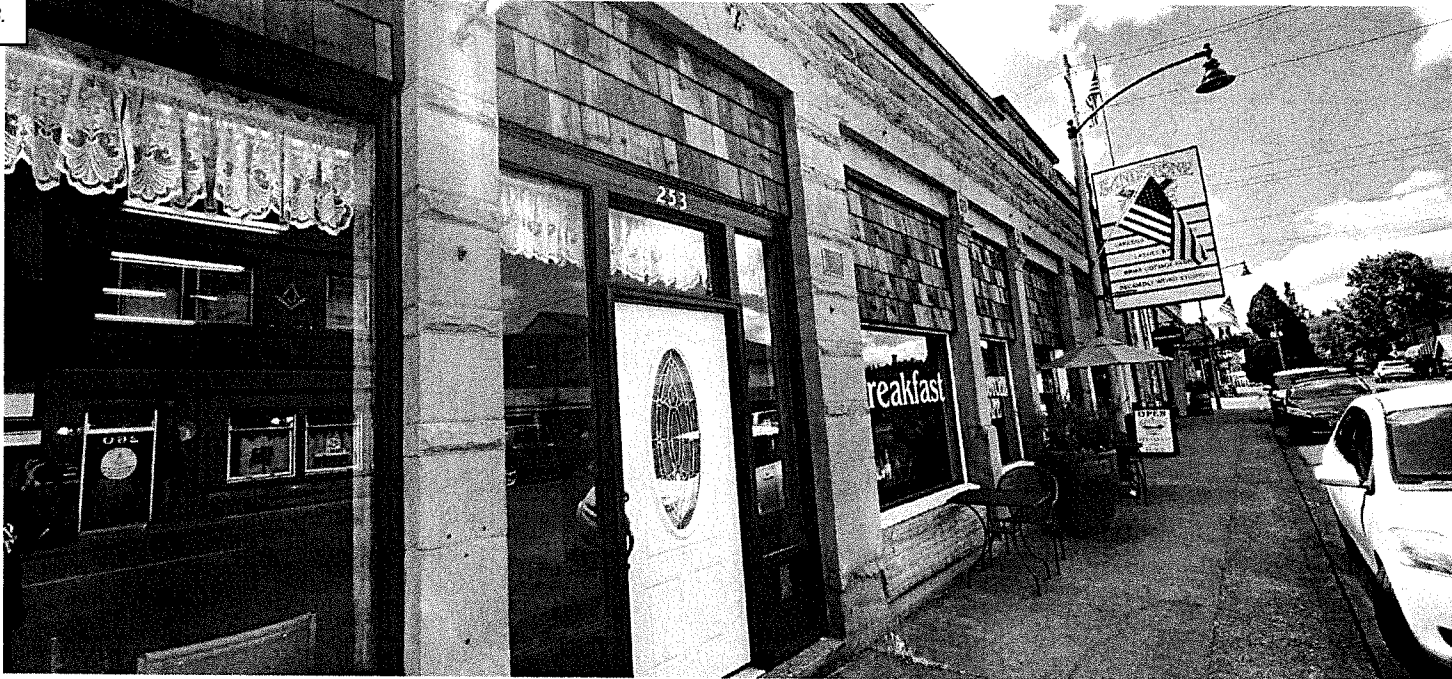
Respectfully submitted
 Hardy Skinner

Any alteration or variation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note — this proposal may be withdrawn by us if not accepted within

Acceptance of Proposal

8.



File Attachments for Item:

9. Authorization for engineering services. AG Park north building improvements bid phase services.

Recommended Action: Motion to approve Authorization for engineering services.

EXHIBIT A
AUTHORIZATION FOR ENGINEERING SERVICES NO. 2023-002
CITY OF TENINO, WASHINGTON

AG PARK NORTH BUILDING IMPROVEMENTS
BID PHASE 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 proposes to construct building improvements to the North Building at the Ag Park site. The funds will come from CERB grant/loan package.

Four separate bid packages will be advertised and let:

1. HVAC and plumbing
2. Electrical
3. Fire suppression
4. General tenant improvements covering restroom accessories, exterior doors/windows, rolling doors, interior finish work for all spaces and exterior façade.

ASSUMPTIONS

The following assumptions were utilized by Engineer in developing the scope of work and estimated budget:

- Design documents for this project have been prepared, stamped and signed by other design professionals. The Engineer has not performed quality assurance/quality control review and accepts no liability or responsibility for design documents prepared by others.
- There are no technical specifications for the construction of this project. The design drawings include specification notes regarding scope of work and project requirements.
- There will not be a pre-bid meeting with plan holders and prospective bidders.
- The Engineer will rely on the project's design professional to review and provide responses and any needed information to all questions received from prospective bidders as appropriate for Engineer to be able to issue addenda as appropriate.

BID PHASE ENGINEERING SERVICES

Task 1 - Bid Ad & Award

Engineer will perform the following work under this task:

- Assist Client in advertising each of the 4 bid packages for construction bids.
- Receive questions from prospective bidders and prepare appropriate responses.
- Prepare and issue addendums, if required, to identify, clarify, amend or expand the Bidding Documents.
- Review bids received, verify low bidder's state licensing and bonding, check references and prepare a letter to Client consisting of the bid tabulation and the Engineer's recommendation regarding award of the construction contract.
- Engineer's responses to bidder questions, the addendum and the Engineer's letter of regarding recommendation of award will be provided to the Engineer in .pdf format.

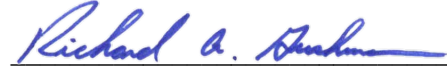
BUDGET:

The Engineer’s budget for the identified scope of work shall be \$10,000. The Engineer will perform work on a time and materials basis and will not exceed the budget amount in completing the identified Scope of Work without the Client’s prior authorization.

This Authorization will be amended to include project and construction management once the bids have been received.

GIBBS & OLSON, INC.

CITY OF TENINO, WASHINGTON



By: Richard A. Gushman, President

By: Wayne Fournier, Mayor

Date: September 11, 2023

Date: _____

File Attachments for Item:

10. Springbrook Software upgrade agreement.

Recommended Action: Motion to approve agreement.

Order Form: Q-19548-1
Date: 9/7/2023, 12:04 PM
Expires On: 12/6/2023



Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
Wayne Fournier
City of Tenino, WA
149 S. Hodgden
Tenino, Washington 98589
wfournier@cityoftenino.org

Bill To:
City of Tenino, WA
City of Tenino, WA
149 S. Hodgden
PO Box 4019
Tenino, Washington 98589
vbarnes@cityoftenino.org

Account Manager	E-mail	Phone Number	Payment Terms
Jason Laulainen	jason.laulainen@sprbrk.com	(509) 284-8344	Net 30

Managed Services				
PRODUCT	DESCRIPTION	RATE	QTY	NET PRICE
Support Plus	Support Plus - Complete the 2021 and 2022 bank reconciliations over the next two months, with the goal of completing the annual reports for those years before December 31. Also, work to complete 2023 bank reconciliations in the spring, and to train Maria on the 2024 bank reconciliations and financial practices. The 2023 annual report would be done together for filing in May 2024.	USD 11,000.00	1	USD 10,000.00
Managed Services Total:				USD 10,000.00

Grand Total: USD 10,000.00

* excludes applicable sales tax

Order Details

Customer Name: City of Tenino, WA
Customer Contact: Wayne Fournier
Governing Agreement(s): This Order Form is governed by the applicable terms found at:

MSA: <https://sprbrk.app.box.com/v/sprbrk-saas-terms>

MLA: <https://sprbrk.app.box.com/v/sprbrk-onpremise-terms>

Term(s): 3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date")
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Items Ordered

Invoice Timing

Estimated Professional Services, On-site Professional Services, and Travel Expenses*:

Monthly, in arrears for services in the prior month unless specified in Special Terms.

Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

Managed Services:

Annual Report Services, begin upon the Effective Date and continue through June 30th of the signed year. Specialized training services begin upon the Effective Date and continue for four (4) months. Annual Support Plus Services, begin upon the Effective Date and continue for one year.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Software Licenses, Subscriptions, Maintenance, and Hosting (New):

Annually in advance upon Order Start Date.

Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):

Sixty (60) days in advance of the Order Start Date.

Software Subscriptions, Maintenance, and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

**Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.*

Special Order Terms

Special Order Terms (if any):

Managed Services from 9/23 - 9/30/24. Billing terms to quarterly.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Tenino, WA - City of

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Purchase Order # (if required) _____

File Attachments for Item:

11. Resolution 2023-06

A resolution of the City of Tenino, Washington, authorizing and directing Wayne Fournier, City of Tenino Mayor to execute on behalf of the City of Tenino an agreement between the Washington State Community Economic Revitalization Board and the City of Tenino for aid in financing the costs of public facilities consisting of Southwest Washington Agricultural Business and Innovation Park project.

Recommended Action: Motion to approve Resolution 2023-06

CERB Repayment

RESOLUTION 2023-06

An resolution of the City of Tenino, Washington, authorizing and directing Wayne Fournier, City of Tenino Mayor to execute on behalf of the City of Tenino an agreement between the Washington State Community Economic Revitalization Board and the City of Tenino for aid in financing the costs of public facilities consisting of Southwest Washington Agricultural Business and Innovation park project.

The City of Tenino does hereby resolve as follows:

Section 1. That Wayne Fournier, Mayor of the City of Tenino be and they hereby authorized and directed to execute, on behalf of the City of Tenino, a Final Contract between the Community Economic Revitalization Board and the City of Tenino and such other documents as may be required for securing aid in financing the cost of the above-described public facilities.

Section 2. The City of Tenino City Council has accepted the offer of the loan from the Community Economic Revitalization Board in the amount of \$1,500,000.00, said loan to bear interest at the rate of 2.00% per annum. With a grant award of \$375,000.

Repayment of said \$1,125,000 general obligation loan shall be in consistent with the terms provided in the signed Initial Offer of Financial Aid and more particularly as follows:

Term: 20 years maximum, with a deferral until July 31, 2025

A copy of said Initial Offer of Financial Aid is attached hereto, designated as Exhibit A, and made a part hereof as though set forth herein in full.

The City of Tenino reserves the right to accelerate payments on principal and eliminate the interest on any accelerated principal payments.

This obligation shall be considered as a legal general obligation of the City of Tenino and the City of Tenino hereby pledges its full faith and credit to the payment thereof.

Section 3. The City of Tenino shall establish a separate fund to be known as the Community Economic Revitalization Board (CERB) Fund. Establishment of this fund applies to CERB grants and loans. In the case of a loan, there shall be sufficient moneys placed in this fund to meet the above-detailed repayment schedule. The source of payment is: _____.

DATED AND SIGNED this _____ day of _____, 20____.
City of Tenino

By:

Wayne Fournier, Mayor, City of Tenino

By:

—

NOTE: Signatures shall be the same as officer(s) so designated in the first section of this document.

ATTEST:

File Attachments for Item:

12. Resolution 2023-07

A Resolution of the City of Tenino, Washington, Declaring certain City vehicle, to be surplus and of no further use of to the city and authorizing the sale and disposition thereof.

Recommended Action: Motion to approve Resolution 2023-07

RESOLUTION NO. 2023-07

**A RESOLUTION OF THE CITY OF TENINO, WASHINGTON,
DECLARING CERTAIN CITY VEHICLE, TO BE SURPLUS AND OF NO
FURTHER USE TO THE CITY AND AUTHORIZING THE SALE AND
DISPOSITION THEREOF.**

WHEREAS, the city of Tenino, Washington, is authorized, pursuant to RCW 35A.11.010, to dispose of vehicle owned by the city by sale; and

WHEREAS, the city Council of the city of Tenino, Washington, considers the described vehicle below, owned by the city to be surplus and of no further use to the city; and

WHEREAS, the City Council of the city of Tenino, Washington, considers the sale of the described vehicle below, to be in the best interest of the citizens and patrons of the city; now, therefore,

**THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, DO
RESOLVE AS FOLLOWS:**

Section 1. The city of Tenino, Washington, does declare the following described vehicles surplus and of no further use to the city:

- 1989 FMC Street Sweeper VIN 1F9VM3L12GP041119
- 1971 Huber Grader Serial No. CMC2810 M500

Section 2. The Mayor of the city of Tenino, Washington, shall be, and he hereby is, authorized to sell or otherwise dispose of said vehicles in a commercially-reasonable manner as determined by the Mayor or his designee.

ADOPTED by the City Council of the city of Tenino, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this _____ day of _____, 2023.

Wayne Fournier, Mayor

Attest:

Jen Scharber, City Clerk/Treasurer

Approved as to form:

Richard Hughes, Attorney

File Attachments for Item:

13. Resolution 2023-08

A Resolution Supporting the Acquisition and Management of parcel numbers 11619440000 and 11619410201 from Norseman Timber Company to be added to Tenino City Park

Recommended Action: Motion to Approve Resolution 2023-08

RESOLUTION NO. 2023-08

Resolution Supporting the Acquisition and Management of parcel numbers 11619440000 and 11619410201 from Norseman Timber Company to be added to Tenino City Park

WHEREAS, the City of Tenino has become aware that Norseman Timber Company is willing to sell their replanted parcels for the purpose of expanding the Tenino City Park.

WHEREAS, a portion of the larger parcel is contained within Tenino’s urban growth area and could be sold for development at any time and the forest lost forever.

WHEREAS, the Angela J. Bowen Conservancy Foundation has shown potential willingness to assist the City of Tenino by taking the parcels off the market and donating the lands to the City of Tenino.

NOW THEREFORE BE IT RESOLVED, The City of Tenino, will accept the partnership with the Angela J. Bowen Conservancy Foundation to acquire the Norseman properties and maintain these lands and habitat as a public park with hiking trails, thereby conserving the lands in perpetuity.

BE IT FURTHER RESOLVED, the City of Tenino will minimally alter these lands except for healthy forest management, hiking and nonmotorized trails, a motorized access point for emergencies, and the option of small support facilities if they should ever be needed.

Adopted this _____ day of September 2023 by the City Council.

Wayne Fournier, Mayor

ATTEST:

APPROVED AS TO FORM:

Jen Scharber, Clerk Treasurer

Richard L. Hughes, City Attorney