

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, February 23, 2021 at 7:00 PM

Agenda

WORK SESSION

1. TCOMM to present a draft review (approx 30 minutes) of the changes to the TCOMM IGA and City of Tenino. They would also like to receive approval during the regular Council meeting.

CALL TO ORDER

AGENDA APPROVAL

2. Agenda for the Regular Meeting of the 2/23/21.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

3. Minutes of the regular City Council Meeting 2/9/2021

Recommended Action: Move to approve the minutes of the 2/9/21 Regular Council Meeting as presented.

CONSENT CALENDAR

4. Resolution 2021-01 PARC Foundation Caboose Donation
5. Tenino Farmers Market and the Evergreen Bicycle Club
6. Consent Calendar consisting of February 10, 2021 through February 23, 2021:

Payroll EFT's and check #29708 in the amount of \$24,593.04 Claims Checks #29709 through #29731 and EFT's in the amount of \$21,421.02, for a grand total of \$46,014.06.

Recommended action: Motion to approve the vouchers as presented.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

7. Discussion regarding budget and C/T position.

Recommended Action: Motion to approve a meeting with the Finance Committee to discuss further the budget position and C/T position.

8. Historic Commission's recommendation to award the City of Tenino \$5000.00 in support of its Caboose Restoration Project.

Recommended action: Motion to approve Mayor Fournier to enter into and sign an agreement with the Thurston County Heritage Grant Program.

9. The Port of Olympia invited Tenino to participate in its Small City Economic Development Fund Program. The eligible amount is a total of \$10,000.00 which we would put towards the paving of the City's Parking Lot behind the Mini Mall.

Recommended Action: Motion to begin the 2021 application process.

10. Agreement by L.G. Nelson for providing plan check and building inspection services.

Recommended action: Motion to authorize Mayor Fournier to enter into an agreement with L.G. Nelson to replace our current inspector Ben Barnes as the plan check and building inspections.

11. PW CC stipend/change to WDM 1&2.

Recommended action: Motion to approve the change for the Public Works.

12. Discussion regarding a request for the Quarry House and ball field July 24th & 25th for a concert.

13. TCOMM911 agreement amendment

RESOLUTIONS

ORDINANCES

REPORTS

14. 2) Economic Development Council (EDC)

3) Experience Olympia & Beyond (VCB)

4) Fire District #12

5) Library

6) Museum

7) Tenino Community Service Center

15. 2) Civil Service Commission

3) Facade Improvement Grant Review Committee

4) Finance Committee

5) Planning Commission

6) Public Safety Committee

16. 2) Director of Public Works

3) City Planner/Building Official

4) City Attorney

5) Clerk/Treasurer

6) Mayor

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

1. TCOMM to present a draft review (approx 30 minutes) of the changes to the TCOMM IGA and City of Tenino. They would also like to receive approval during the regular Council meeting.

Corrected and Redistributed: January 27, 2021

Thurston 911 Communications



TCOMM 911

POLICE | FIRE | MEDICAL
Your Emergency – Our Priority

Intergovernmental Agreement Refresh & Renewal 2021

Intergovernmental Agreement – Background

- IGA Purpose: The agreement is between and among all Thurston County public safety agencies for TCOMM911 to provide 911 call intake, dispatch services and first responder communications for the entire county.
- Executed: December 2010
 - Created an independent agency, TCOMM911, from the former Thurston County department, CAPCOM
- May 5, 2018, the TCOMM911 Administration Board set a goal for the Executive Director to review the agency by-laws and Intergovernmental Agreement, to address the ability of the agency to incur debt for the purpose of purchasing a new radio system.

“ARTICLE 3.4.6. to incur indebtedness and to issue bonds, notes or other evidence thereof (through one or more of the Member Agencies unless and until TCOMM911 has such power under applicable law);”
- A working group was established, comprised of members from both the TCOMM911 Administration and Operations Boards.

Intergovernmental Agreement – Amendment Process

- Article 12 – Amendments, the process for amending the IGA. “Any Member Agency may request changes to this Intergovernmental Agreement. Amendments to this Intergovernmental Agreement may be made by written agreement of all Member Agencies.”
- The Bylaw/IGA working group recommended most of the changes presented today.
- The remaining recommendations resulted from the successful passage of the emergency communications sales/use tax measure. The current IGA has references to the original 1/10th percent which requires modification to accommodate the new level of taxation.
- All recommendations were reviewed and approved by the Administration Board of Directors.
- A group of City Attorneys and the County Attorney have also reviewed and approved the recommendations.

Intergovernmental Agreement – Recommended Changes

- Article 1 Recitals
 - Revised sales/use tax language to reflect total receipts.
- Article 2 Definitions
 - “Communications Services” revised/clarified.
 - “Emergency Communications Systems and Facilities” added.
 - “Member Agency” revised/clarified.
 - “Member Assessments” revised to reflect sales/use changes.
 - “Non-Member Agency” revised/clarified.
 - “Public Safety Interlocal Operation” added.

Intergovernmental Agreement – Recommended Changes, (cont'd)

- Article 3 Formation, Purpose and Powers
- 3.4.6 remove “(through one or more of the Member Agencies unless and until TCOMM911 has such power under applicable law)”
- 3.4.7 minor language change for clarification.
- Article 4 System and Provision of Communications Services
- 4.2 minor language change for clarification.
- 4.3 Revised language to reflect current status.
- 4.4 Added language to allow the initial purchase of subscriber equipment by TCOMM911 when replacing the current radio system.
- 4.6 Deleted. Lease with the County for the ESC facility.

Intergovernmental Agreement – Recommended Changes, (cont'd)

- Article 5 Term and Termination of Intergovernmental Agreement
- 5.4 minor language change for clarification.
- Article 6 Withdrawal of Member Agencies
- 6.4.1 added language to clarify the process.
- Article 7 Termination of Member Agencies
- No Changes
- Article 8 Addition of Member Agencies
- Added “and the ability to contribute future revenue from a dedicated funding source for maintenance, operations, and replacement purposes.”

Intergovernmental Agreement – Recommended Changes, (cont'd)

- Article 9 Administration Board and Operations Board
- No changes.
- Article 10 Budget
- Minor language changes for clarification.
- Article 11 Finances
- Deletion of member assessments paragraph
- 11.1 Revised sales/use tax language to reflect total receipts.
- 11.2 New section -- Revised language to eliminate “Schedule I” member funding formula but still maintain the process to implement a member funding formula if necessary.
- 11.3 and 11.4 deleted

Intergovernmental Agreement – Recommended Changes, (cont'd)

- Article 12 Amendments
- No changes.
- Article 13 Change in Corporate Form
- No changes.
- Article 14 Arbitration
- No changes.
- Article 15 Insurance
- No changes.
- Article 16 General Terms
- No changes.
- Article 17 Execution
- No changes.
- Schedule I Initial Funding Formula
- Removed.

Questions & Discussion



File Attachments for Item:

3. Minutes of the regular City Council Meeting 2/9/2021

Recommended Action: Move to approve the minutes of the 2/9/21 Regular Council Meeting as presented.

**City Council Meeting
Tuesday, February 09, 2021**

Minutes

WORK SESSION

Mayor Fournier convened the work session at 7:00 pm with

PRESENT

Councilmember Linda Gotovac
Councilmember Cutter Copeland
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson

1. Executive Session w/Josh Johnson, Ruiz & Smart
2. Move to approve the 2021 appointments for Committee/Commissions.

Council discussed the positions and wish to add to the agenda under Old Business

CALL TO ORDER

Mayor Fournier opened the regular Council Meeting of 2/9/21 at 7:30 pm with

PRESENT

Councilmember Linda Gotovac
Councilmember Cutter Copeland
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson

APPROVAL OF MINUTES

3. **Recommended action:** Move to approve the Minutes of the January 26, 2021, Regular Meeting of the Tenino City Council as presented.

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

Voting Yea: Councilmember Gotovac, Councilmember Copeland, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

Motion passes 5/0.

AGENDA APPROVAL

4. Recommended action: Move to approve the Agenda for Tuesday, February 9, 2021, as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton, amending the agenda to include under Old Business 1. Committee/Commission Appointments for 2021.

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

Motion passes 5/0.

CONSENT CALENDAR

5. Consent calendar consisting of January 27, 2021 through February 9, 2021: Payroll EFT's and check #29669 in the amount of \$32,079.09 and claim checks #29670 through #29707 and EFT's in the amount of \$54,403.02 for a grand total of \$86,482.11.

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

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

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

Motion passes 5/0.

EXECUTIVE SESSION

PRESENTATIONS

6. 2. Donation from PARC Foundation.

James Reddick, the Vice President of the PARC Foundation gave a short presentation on what the PARC Foundation does and stated they are sending a donation check of \$5000.00 to the City.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to accept the donation.

Voting Yea: Councilmember Gotovac, Councilmember Copeland, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

Motion passes 5/0.

7. Informational

PUBLIC COMMENTS

None

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

1. Committee/Commission Appointments 2021:

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to accept the appointments as presented.

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

Motion passes 5/0.

NEW BUSINESS

8. Preston Wallace, CPR Outreach Coordinator for Thurston County Medic One is requesting to use the Quarry House 1x a month for a compression only CPR class free of charge. His request is attached.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton, to approve the use of the Quarry House 1x a month for CPR compression classes.

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

Motion passes 5/0.

9. Mayor Fournier wishes to send the last two remaining wooden monies to the Smithsonian upon your approval.

Recommended action: Move to approve Mayor Fournier to 2 wooden money script to the Smithsonian National Museum Collection.

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

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

Motion passes 5/0.

RESOLUTIONS

ORDINANCES

REPORTS

10. 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) Experience Olympia & Beyond (VCB)
- 4) Fire District #12

5) Library**6) Museum****7) Tenino Community Service Center**

1) Chamber of Commerce: George Sharp reported the Chamber has started a newsletter that they will be sending out by email, if interested please send in your address. They are going to start up their meetings again beginning the 3rd Wednesday of the month with limited in person attendance as well as holding it via Zoom. March 20th will they will be holding a Tenino Artisan Show.

2) Economic Development Council (EDC): George Sharp reported they will be presenting at the Planning Meeting on 2/10/21.

5) Library: Linda McKinnie thanked Mayor, Council and Public Works Director Cannon for approving them to install the new card locks on the doors. They are also getting closer to having the new shelves installed which will be lower than what they have now opening up the space. They have put together projects for customers to come pick up, complete at home and then return. They are also providing virtual projects for all.

11. 1) ARCH Commission**2) Civil Service Commission****3) Facade Improvement Grant Review Committee****4) Finance Committee****5) Planning Commission****6) Public Safety Committee**

1) ARCH Commission: George Sharp reported they are beginning to receive some new applications for the year.

2) Civil Service Commission: Chief Lougheed reported they have hired a new lateral Aaron Wade to begin on March 1, 2021 as well as a new Provisional for 6 months which will Drew Johnson one of the reserves.

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

1). Chief of Police: Chief reported they have been busy primarily with the hiring processes. Officer Garcia leaves tomorrow for a year due to her military responsibilities.

2). Director of Public Works: Director Cannon reported they have completed the changeover at the WWTP from well water to City water. They will be ready to accept septage receiving soon. Brent is working daily on replacing water meters. He should be getting a quote to replacing the toys in the park. It looks to be approximately \$60,000.00 replacement. The City Hall chambers roof is now sheeted in. They will start to work on the inside as soon as they complete the roof.

5) Clerk/Treasurer: Scott Garrison reported he is maintaining the monthly reports and cleaning up year end reports.

6) Mayor: Mayor Fournier reported he will be holding a Town Hall Meeting via Zoom on 2/11/21 beginning at 6:30 pm. Pro-Tem Mayor Linda Gotovac will also be attending. He reminded council of the appearance of a meeting if all attended.

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

2) Community Investment Partnership (CIP)

3) Solid Waste Advisory Board

4) South Thurston Economic Development Initiative (STEDI)

5) TCOMM/911

6) Tenino School Board

7) Thurston Regional Planning Council (TRPC)

8) Transportation Policy Board

6). Councilmember Davidson reported how fast things change in a few weeks with the virus rules. School is opening up this week with certain days for certain grades. School sports are also opening back up with the kids required to wear masks at all times.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

ADJOURNMENT

Mayor Fournier adjourned the meeting at 8:06 pm.

4.

File Attachments for Item:

4. Resolution 2021-01 PARC Foundation Caboose Donation

**RESOLUTION No. 2021-
CITY OF TENINO, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TENINO,
WASHINGTON TO ACKNOWLEDGE AND ACCEPT A DONATION IN
SUPPORT OF THE TENINO CITY CABOOSE**

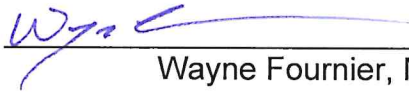
WHEREAS, the City of Tenino has a caboose that is being rebuilt depending on available funding; and

WHEREAS, the PARC Foundation have raised funds through their operations and have designated a donation to the continuance of the rebuilding of the caboose; and

WHEREAS, the Mayor and City Council of the City of Tenino do hereby extend their appreciation to the PARC Foundation for their generous and civic-minded donation to assist the City in being able to continue the rebuilding of the caboose.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TENINO,
WASHINGTON DO RESOLVE** to accept a donation in the amount of \$5,000.00 from the PARC Foundation to be used for the rebuilding of the caboose.

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 9th day of February, 2021.



Wayne Fournier, Mayor

Attest:

Scott Garrison, Clerk/Treasurer

Approved as to form:

Richard L. Hughes, City Attorney

5.

File Attachments for Item:

5. Tenino Farmers Market and the Evergreen Bicycle Club

Tenino Farmers Market

Saturdays 10am to 3pm | May thru September



RECEIVED

Market Season, 2021

JAN 20 2020

CITY OF TENINO

Tenino City Council;

The Tenino Farmers Market is requesting your consideration to approve the use of Olympia Street for our 2021 market season and to waive the Special Event fee. This would include the Market having the use of the street for Oregon Trail Days. We thank the City Council and appreciate that you approved our request for the past four years.

Tenino Farmers Market staff are responsible for posting the street closure signs every market Saturday, requiring no assistance from city staff. We have taken responsibility to store and place redirection signs for access to O Bee Credit Union.

We had 21 markets in 2020 with 27 vendors. The average customer attendance was 378. It was a challenging year to meet all of the COVID-19 requirements, but we persisted and succeeded. The Market Facebook Page has over 4,000 'likes', and our weekly live videos were a huge draw for the market. We had more farmers this season, but enough variety to keep them all selling well. This has benefitted the market vendors and the city businesses.

Our total vendors and annual sales have increased every year since being on Olympia Street. In 2020 our vendor sales exceeded \$75,000.

We are excited that we grow and improve every year. We are appreciative of the City of Tenino for creating this space for us and helping us to be successful. This will be our 17th year. With increased visibility and advertising, we continue to attract many and new visitors to the Tenino area.

Timberland Bank increased their sponsorship, allowing the market to provide more of the \$4 coupons to promote healthy food choices for low income customers, and to all children who visit the market. The market also participates in the WIC and Senior Farmers Market Nutrition Programs, and we accept and provide matching dollars for SNAP/EBT cards. These programs have grown every year.

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

Respectfully,

Sherry Ritter Bachmann, Tenino Farmers Market Board Secretary



Established 2005

File Attachments for Item:

6. Consent Calendar consisting of February 10, 2021 through February 23, 2021:

Payroll EFT's and check #29708 in the amount of \$24,593.04 Claims Checks #29709 through #29731 and EFT's in the amount of \$21,421.02, for a grand total of \$46,014.06.

Recommended action: Motion to approve the vouchers as presented.

Consent Calendar consisting of February 10, 2021 through February 23, 2021:

Payroll EFT's and check #29708 in the amount of \$24,593.04

- **Claims Checks #29709 through #29731 and EFT's in the amount of \$21,421.02**

for a grand total of \$46,014.06.

**Liquor and Cannabis License Applications/
Renewals:**

CHECK REGISTER

6. City Of Tenino

Time: 14:19:10 Date: 02/23/2021

02/10/2021 To: 02/23/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
696	02/23/2021	Claims	5	29728	Verizon Wireless (Cell)	664.32	
697	02/23/2021	Claims	5	29729	WA State Auditor	557.45	
698	02/23/2021	Claims	5	29730	WA State Treasurer	592.34	
699	02/23/2021	Claims	5	29731	Wilson Parts Corporation	285.37	
						21,047.48	
001 General Government Fund #001						22.10	
002 Quarry Pool Fund #002						2,435.34	
101 City Street Fund #101						2,438.53	
310 Municipal Capital Imp Fund 310						5,430.41	
401 Water Fund						349.89	
402 Water Capital Imp Fund						6,138.41	
410 Sewer Fund						8,151.90	
421 Sewer Capital Improvement Fund							
						46,014.06	Claims: 21,421.02 Payroll: 24,593.04

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

DATED this _____ day of _____ 2021.

Clerk/Treasurer

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
551	02/10/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
568	02/11/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
579	02/12/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
594	02/16/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
597	02/16/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
600	02/16/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
610	02/17/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
617	02/20/2021	Payroll	5	EFT	Veronica A Barnes	1,383.53	
618	02/20/2021	Payroll	5	EFT	Miles Cannon	1,354.01	
619	02/20/2021	Payroll	5	EFT	Troy LK Cannon	2,042.52	
620	02/20/2021	Payroll	5	EFT	Samantha L Garcia	1,457.80	
622	02/20/2021	Payroll	5	EFT	Brent L Gibbs	2,265.92	
623	02/20/2021	Payroll	5	EFT	Kristi L Lougheed	1,912.66	
624	02/20/2021	Payroll	5	EFT	Jason M Plaja	2,602.51	
625	02/20/2021	Payroll	5	EFT	Maria Rodriguez	1,303.68	
626	02/20/2021	Payroll	5	EFT	Jennifer N Scharber	1,079.13	
627	02/20/2021	Payroll	5	EFT	Seth D Sharp	1,779.66	
638	02/19/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	7.50	
656	02/23/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
659	02/23/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
662	02/23/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	1.25	
665	02/23/2021	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
700	02/23/2021	Payroll	5	EFT	Timberland Bank	6,256.83	941 Deposit for Pay Cycle(s) 02/20/2021 - 02/20/2021
621	02/20/2021	Payroll	5	29708	Scott Garrison	1,154.79	
677	02/23/2021	Claims	5	29709	Don Bowman	1,513.53	
678	02/23/2021	Claims	5	29710	Comcast	182.18	
679	02/23/2021	Claims	5	29711	Enbody, Dugaw, Enbody	1,235.00	
680	02/23/2021	Claims	5	29712	Galls LLC	178.15	
681	02/23/2021	Claims	5	29713	Gibbs & Olson Inc	1,337.50	
682	02/23/2021	Claims	5	29714	H D Fowler Co	768.87	
683	02/23/2021	Claims	5	29715	Jonathan L Meyer	37.00	
684	02/23/2021	Claims	5	29716	Miles Sand And Gravel Company	578.36	
685	02/23/2021	Claims	5	29717	Mountain Mist Water	42.35	
686	02/23/2021	Claims	5	29718	NCL of Wisconsin, Inc.	229.68	
687	02/23/2021	Claims	5	29719	Northstar Chemical, Inc	895.32	
688	02/23/2021	Claims	5	29720	Puget Sound Energy	2,508.15	
689	02/23/2021	Claims	5	29721	Quill	135.81	
690	02/23/2021	Claims	5	29722	Rochester Lumber	220.58	
691	02/23/2021	Claims	5	29723	SmartSign	63.02	
692	02/23/2021	Claims	5	29724	Tenino Marketfresh	78.75	
693	02/23/2021	Claims	5	29725	Thoren Electric, LLC	8,913.30	
694	02/23/2021	Claims	5	29726	Thurston Co Treasurer	225.89	
695	02/23/2021	Claims	5	29727	Thurston-Mason Behavior Health Org	133.10	

File Attachments for Item:

9. The Port of Olympia invited Tenino to participate in its Small City Economic Development Fund Program. The eligible amount is a total of \$10,000.00 which we would put towards the paving of the City's Parking Lot behind the Mini Mall.

Recommended Action: Motion to begin the 2021 application process.

February 16, 2021

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

RE: Small City Economic Development Fund Program

The Port of Olympia (the Port) invites the Cities of Bucoda, Rainier, Tenino, and Yelm to participate in its Small City Economic Development Fund Program.

This Port program offers matching funds for use in economic development projects. The Port's 2021 budget provides for a total of \$40,000 in program funds to assist partnership communities with small economic development projects. Each City is eligible for up to \$10,000 for proposals that meet the program requirements.

Please begin the 2021 application process by completing the enclosed form. Information about the program is also enclosed. We suggest the following timeline for this year's Program:

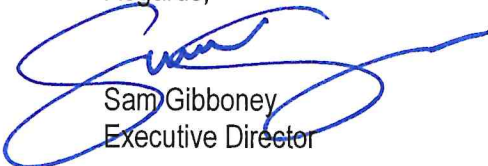
- February 16: Application process opens
- April 5: Deadline for proposals
- April 19: Commission work session
- April 26: Awards made
- December 31: Deadline for submitting all costs from awards

Please plan to attend the Commission work session on April 19th at 2:30 pm to discuss your proposal with the Commission.

Please email DannyK@portolympia.com with your preferred email to address to receive the link to the remote commission meeting on the 19th.

If you have any questions, please call Danny Kim at 360-528-8021 or email DannyK@portolympia.com.

Regards,



Sam Gibboney
Executive Director

CC: Interim, City Clerk & Treasurer, Charmayne Garrison.
CC: Utility/Admin Clerk, Jen Scharber,
CC: Court/Admin Clerk, Ronna Barnes

File Attachments for Item:

10. Agreement by L.G. Nelson for providing plan check and building inspection services.

Recommended action: Motion to authorize Mayor Fournier to enter into an agreement with L.G. Nelson to replace our current inspector Ben Barnes as the plan check and building inspections.

Pacific Testing & Inspection Inc.

3215 Harrison Avenue, Centralia, WA 98531
 Phone (360) 736-3922 Fax (360) 807-6002
 www.ptiinc.net

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF TENINO AND PACIFIC TESTING AND INSPECTION INC

THIS AGREEMENT:

Is made this day of February 2021, by and between the City of Tenino (hereinafter referred to as "City"), a Washington Municipal Corporation, and Pacific Testing and Inspection Inc. (hereinafter referred to as "Service Provider"), doing business at 3215 Harrison, Centralia WA 98531.

WHEREAS: Service Provider is in the business of providing certain services specified herein.

WHEREAS:

The City desires to contract with Service Provider for the provision of such on call services as Building Inspection and Plan Check Services, and Service Provider agrees to contract with the City for same.

NOW THEREFORE:

In consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS:

1. Description of Work. Service Provider shall perform work as described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. Payment:
 - A. The City shall pay Service Provider at the hourly rate set forth in Exhibit B, for the services described in this Agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

Pacific Testing & Inspection Inc.

3215 Harrison Avenue, Centralia, WA 98531
 Phone (360) 736-3922 Fax (360) 807-6002
www.ptiinc.net

3. Relationship of Parties. The parties intend that an independent contractor client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives, or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives, and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.
4. Services Performed:
 City of Tenino On-Call Building Inspection and Plan Check Services.
5. Duration of Work:
 Service Provider shall perform the work described in Exhibit at the City's request, as needed.
6. Termination:
 - A. Termination Upon' the City 's option. The City shall have the option to terminate this Agreement at any time, for any reason. Termination shall be effective upon thirty (30) days written notice to the Service Provider.
 - B. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. Nondiscrimination:
 In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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8. Indemnification / Hold Harmless:

The Service Provider shall fully protect, defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The Service Provider's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses, and suits arising out of or in connection with the acts and omissions of Service Provider's employees, contractors, consultants, and agents. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.1 15, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance Title 5 1 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance:

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Amounts and Scope of Insurance:

- a. Consultant shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$1,000,000 per claim and
- B. \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
1. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 2. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 3. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
 4. Notice of Cancellation, The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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5. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
10. Entire Agreement. The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering or forming a part of, or altering in any manner whatsoever, this Agreement.
11. City's Right of Supervision, Limitation of Work Performed by Service Provider. Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state, and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. Work Performed at Service Provider's Risk. Service Provider shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. Ownership of Products and Premises Security.
 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
14. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized

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representative of the City and Service Provider.

15. Assignment. Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
16. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
17. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.
18. Resolution of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
19. Public Records Disclosure. Service Provider shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by Service Provider and related to the services performed under this Agreement. Upon written demand by the City, the Service Provider shall furnish the City with full and complete copies of any such records within five business days.
20. Service Provider's failure to timely provide such records upon demand shall be deemed a breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses because of such breach, Service Provider shall fully indemnify and hold harmless the City as set forth in Section 8. For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF TENINO

SERVICE PROVIDER

By: _____

By: _____

City Mayor

Pacific Testing & Inspection Inc.

CITY CONTACT

SERVICE PROVIDER CONTACT

Wayne Fournier, City of Tenino
149 Hodgden St S
Tenino, WA 98589
Phone: 360-264-2368

Tim Barney, Pacific Testing, and Inspection Inc,
3215 Harrison Avenue
Centralia, WA 98531
Phone: 360.736.3922

ATTEST/AUTHENTICATED.

By: _____

City Clerk

APPROVED AS TO FORM

By: _____

City Attorney

Pacific Testing & Inspection Inc.

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EXHIBIT A

Professional Service Agreement
Pacific Testing and Inspection Inc
Effective Date: February 05, 2021


At the request and direction of the City of Tenino, the Service Provider shall perform the following services as required.

1. Building Plan Review Services.
 - a. Perform all services normally and customarily associated with building plan review of plans submitted for approval of construction as directed by the City Manager or her representative.
2. Inspection Services.
 - a. Perform all services normally and customarily associated with the inspections of buildings under construction, in accordance with approved permits, as directed by the City Manager or her representative.
3. Compensation.
 - a. The Consultant shall be compensated fifty percent (50%) of the City's plan review and/or building permit fees, as applicable.
 - b. Existing permits already issued, and fees collected by City Inspection and plan review will be @ \$55.00 per hour * Caveat this per hour pricing reflects all Permit Inspection of existing permitted projects. New permits issued after date executed of this Agreement includes all plan review and inspections 50% of plan review fee and 50% of Building permit fee as applicable.

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File Attachments for Item:

12. Discussion regarding a request for the Quarry House and ball field July 24th & 25th for a concert.

	<p align="center">City of Tenino Special Events/Parade Application</p> <p align="center">149 Hodgden St. South – P O Box 4019 Tenino, WA 98589 (360) 264-2368 www.ci.tenino.wa.us</p>
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Organization: Resutek Charity Foundation

Contact Person: Nikkolas Resutek

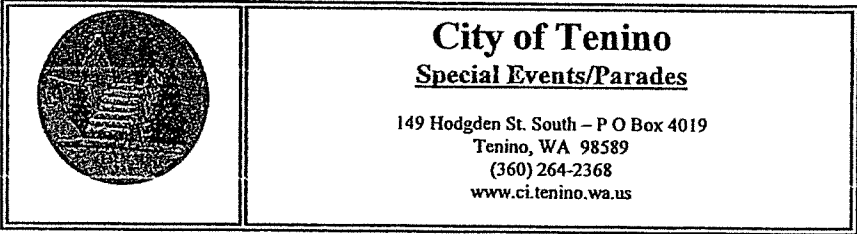
Address: 14939 91st Ave SE
Yelm WA 98597

Telephone: (360) 789-7929 Fax: () -

Email: resutekcharityfoundation@gmail.com

- Purpose of the special event/parade is To raise money to benefit Tenino youth and athletics
- Description of organizing group non profit
- Date(s) and time(s) of special event/parade July 23rd - 24th, 2021
- There will be an estimated 500 persons, animals, floats and motor vehicles participating or engaging in the special event/parade.
- Place, area, route or location, as applicable to the special event/parade (please attach a map or describe) _____
- What portion of the sidewalks and streets indicated will be occupied by the special event/parade _____
- Are any temporary structures going to be erected? Yes / No (circle one) If yes, you must attach plans indicating clearly: a) the type of construction, b) seating arrangements, c) aisle arrangements, d) structural details and calculations of the seats and supports and e) location of all exits.

Structure will be a mobil stage.



SPECIAL EVENTS/PARADE CONTRACT

I have applied for use as legal representative of Resutek Charity Foundation
(name of organization/group)

I hereby certify, on behalf of my organization, that we understand and agree:

- The User shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the premises. The User shall provide a certificate of insurance to the City of Tenino evidencing general liability insurance covering premises, products-completed operations and contractual liability. The City of Tenino shall be named as insured on the Users General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence. The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect to the City of Tenino. Any insurance, self-insurance, or insurance pool coverage maintained by the City of Tenino shall be excess of the User's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. This certificate evidencing required insurance shall be provided before using City of Tenino facilities.
- To defend, indemnify and hold harmless the City of Tenino, their officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of premises or from any activity, or thing done, permitted, or suffered by User in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Tenino.
- That permission to use the facilities granted may be revoked or canceled at any time by the City of Tenino and our association will have no claim or right to damages reimbursement for any loss, damage, or expense resulting for revocation or cancellation.
- All parties acknowledge and agree that the City of Tenino reserves the right to revoke this Special Events/Parade Contact for a group/organization at any time.

I have read and understand all conditions, rules, and regulations specified in the Special Events/Parade contract. I am authorized to sign on behalf of the group listed above.

Name (please print) Nikolas Resutek
 Address 14939 91st Ave SE
 City Yelm Zip 98597 Phone 360 789 7929

Signature [Handwritten Signature] Date 02-08-2020

City Approval _____ Date _____

f:\users\common\forms\finance\special events application 10-22-14

RECEIVED RECEIVED
FEB 11 2021
CITY OF TENINO



CITY OF TENINO
FACILITIES APPLICATION

(Please Print Clearly)

Date: 02-08-2021

Applicant: Nikolas Resutek

Person(s) Responsible: Nikolas Resutek

Mailing Address: 14939 91st Ave SE Yelm WA 98597
(Street/P.O. Box) (City) (State) (Zip)

Phone: (360) 789 7929 Cell: (360) 789 7929

Date(s) of Event: 07/23/2021; 07/24/2021

Facility Requested: Park baseball field

Acknowledgment: "I have read the terms and conditions as outlined on the cover page and understand and agree to the responsibilities as set forth."

Applicant Signature: [Signature] Approved By: _____
(Authorized Signature) (City of Tenino Staff Member)

(Circle One)

All day rental 8:00 am to 1:00 am

1/2 Day rental 8:00 am to 4:00 pm

1/2 Day rental 5:00 pm to 1:00 am

For City Use Only	
Receipt # _____	
Deposit Paid _____	Rent Paid _____
Amount retained _____	Approved by: _____
Amount Refunded _____	
Vendor No. _____	
Check No. _____	
Date: _____	
<small>Revenue: Deposit 001_389.10.00.01 QH 001_362.40.02 Park 001_362.40.03 Chamber 001_362.40.04 Deposit Refund: 001_589.10.00.01</small>	

Original: City Copy: Applicant

KEY SIGNED OUT TO _____ DATE RECEIVED _____

CITY OF TENINO FACILITIES RENTAL PROCEDURES

Availability

Tenino City Park facilities are available for reservation no more than 12 months in advance of the date of use. All requests will be on a first-come, first-served basis. Requests for school-year reservations should be carefully reviewed to ensure youth activities involving the park area are made known to renters and will not cause inconvenience to either party.

Damage/Cleaning Deposit

A deposit must be paid prior to reservations being confirmed. Reservations may be made without deposit, but will not be guaranteed until payment is received at City Hall. Deposit refunds will be generated during the next regularly scheduled voucher processing. Assessment of cleaning or damage retention shall be the determination of the Public Works Director and is not subject to dispute.

Fees

Fees are determined by council action and may not be modified or waived without council approval. Standing exemptions apply to organized senior citizen functions, library and museum board meetings. Rental fees must be paid in advance of the event.

Keys

Keys may be picked up the day before rental use. The Clerk/Treasurer **may** grant earlier access to the keys for extraordinary circumstances. It should, however, not be standard practice to grant earlier possession of the key.


Occupation

Actual time that renters may access the building is for the period rented. If parties need early access for decorating, etc. pre-approval must be gained from City Hall staff and noted on application for rental. Such access may not be granted if it inconveniences other parties using the facility and will be subject to additional rental fees.

Full day rental is 8:00 AM of the day rented to 1:00 AM the next morning. Renter must be out and have the check list completed by the check out time. If these conditions are not met some or all of the deposit may be retained by the City.

Cancellation Policy

Reservations cancelled within 48 hours of the scheduled rental will result in an amount equal to 50% of the rental fee being retained by the City.

Signature  Date 02-08-2020

Liquor: Will be purchased by the sponsor. (Write Will/Will Not)
Members: Will not bring their own liquor. (Write Will/Will Not)

BANQUET PERMIT APPLICATION (Must be filled out if you are selling liquor)

You will be required to apply for a permit from the Washington State Liquor Control Board if you answer yes to the following:

DRINKS WILL BE SOLD BY THE GLASS OR CONTAINER. YES NO
(circle one)

I (WE) ACCEPT THIS PERMIT SUBJECT TO THE FOLLOWING CONDITIONS:

- A. Liquor to served will be purchased from an authorized retail source only.
- B. The general public will be excluded. No advance sale of tickets will be made to the General Public and No advertising will be directed to the General Public.
- C. This permit will be posted in a conspicuous place on the premises.
- D. Service and consumption of liquor will be restricted to area of the premises designated above and to members and/or invited guests.
- E. Service and consumption of liquor hours are 6:00 am to 2:00 am daily.
- F. The social occasion and premises for which this permit is issued will be subject to inspection by any liquor enforcement or law officer.

Number of persons under 21 years of age that will be present 50

Signature of applicant [Signature] Date 02-08-2020
DOB 03-04-1991 WDL# RESUTND093 PD

\\COTSERVER\Shared Folders\Courier\Facilities\City Clerk Forms\FACILITIES APPLICATION.doc

8. Is any open flame going to be used within the structure? Yes/No (circle one). If yes, what precautions are to be taken to render it safe? _____

9. What provisions have been made for sanitary facilities for persons using the premises?
Will have honeybuckets

10. You will deposit with the City Clerk at the time of application a refundable surety or cash bond of \$500.00.

11. You will furnish evidence to the City Clerk at the time of application of a liability insurance policy as described in the Special Events/Parade Contract.

12. The undersigned has authority to execute this application and the requesting organized group, unincorporated association of persons, partnership or corporation promises and agrees to abide by all the terms and conditions of the special event/parade permit issued, and to abide by all the rules and regulations of the City of Tenino. We agree that the structure shall not be used as a place of assembly until the Fire Marshal of Thurston Co. Fire Dist. 12 has inspected the entire premises.

13. This application shall be accompanied by a proposed Traffic Control Plan to be reviewed and approved by the Public Works Director.

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



Signature of Applicant

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

DEPARTMENT USE ONLY	
Department Approval:	
Public Works Director: _____	Date: _____
Fire Marshal: _____	Date: _____
Chief of Police: _____	Date: _____
Administration: _____	Date: _____
Building Official: _____	Date: _____
Permit Approved / Denied (circle one) Date: _____	
City Official: _____	Title: _____
PERMIT # 20 ____ - ____	

Internal Use Only				
Amount	Description	BARS	TR #	Date
\$100.00	Fee	001.322.90.00		
\$500.00	Deposit	001.389.00.00.02		
	Refund	001.586.00.00.02	Ck#	