

# City of Tenino

149 Hodgen Street South  
Tenino, WA 98589

**City Council Meeting**  
**Tuesday, July 14, 2020 at 7:30 PM**

## **Agenda**

### **WORK SESSION**

1. The Tenino Chamber of Commerce would like the City Council to consider accepting a donation in the form of services rendered. The services are the grading, leveling, and finishing with compacted gravel of the City's vacant lot behind the "Tenino Mini Mall."

The Chamber received an estimate from NL Enterprises, which was provided to the City Engineer who evaluated the work to be done and the price (\$3,485). The Engineer determined the description of work is adequate to the task and the price, well above the \$500 threshold, is "very reasonable," for 7,500 square feet.

Subsequently, K&K asphalt submitted a second estimate, for approximately 22,100 square feet, consisting of 2" of asphalt over compacted gravel for a total of \$44,115.00. At almost three times the area, this would equate to \$15,212 for a 7,500 sq ft area.

2. The Administration organized a "GoToMeeting" session to discuss possible changes to our COVID-19 Relief Grant Program that was conducted on Friday, July 3, 2020. The attendees included representatives from the City and the EDC. The goal was to evaluate:
  1. The effectiveness of the program. Is it having the desired effect? If not, what can we do to make it better.
  2. Can the program be made to apply to a wider cross section of the community? If so, how and should the City do it?

The committee did determine that the City could broaden the number of people eligible for the grant if we could come up with a way to quantify an appropriate grant amount for people who, while they did experience a significant loss of income, still do not fall at or below the Federal Poverty Guidelines.

The committee discussed whether the City could help more people if there were a way to remove the residency restrictions or remove the requirement that the financial situation were not a direct result of COVID-19. There was a great deal of discussion about both (residency and need not related to COVID-19), but no consensus on either. It was generally felt, however, that either of these two modifications would require a separate grant program to remain within State Constitutional and Attorney General guidelines.

3. Although the Legislature has recently approved the Governor's Proclamations relative to the conduct of Open Public Meetings, they declined to approve such extension to the term requested by the Governor.

Even if they had, since Thurston County is currently in Phase 3 of the Safe Start Washington plan, we could choose to hold in-person meetings provided we follow all the criteria in the Safe Start Washington Plan for conducting business in a Phase 3 environment (maintaining social distance, requiring face coverings, and no more than 50 people) despite the State Secretary of Health urging public agencies to remain closed to the public until Phase 5.

For planning purposes, therefore, the Administration wishes to engage the Council regarding their preferences for conducting Open Public Meetings whether in the absence of additional extensions or not.

#### **CALL TO ORDER**

#### **AGENDA APPROVAL**

4. Agenda for the July 14, 2020, Regular Meeting of the Tenino City Council.

**Recommended action:** Move to approve the agenda as presented.

#### **APPROVAL OF MINUTES**

5. Minutes of the June 23, 2020 Regular Meeting of the Tenino City Council

**Recommended Action:** Move to approve the minutes of the June 23, 2020 Regular Meeting of the Tenino City Council as presented.

#### **CONSENT CALENDAR**

6. Payroll and other EFT's in the amount of \$20,403.04 and Claims Checks #29197 through #29229 in the amount of \$250,908.00 for a Grand Total of \$271,311.04
7. Liquor & Cannabis Licenses: None

#### **EXECUTIVE SESSION**

#### **PRESENTATIONS**

#### **PUBLIC COMMENTS**

#### **PUBLIC HEARING**

8. Director Cannon has prepared his recommendations for this year's update to the Six-Year Street Plan.

His priorities of effort are:

1. Old Hwy 99 W
4. Park Avenue West
7. Morningside Drive

- 2. Ritter Street
- 3. McClellan Street
- 5. Old Military Road
- 6. Eureka Street

**PROCLAMATIONS**

9. Mr. Charles Lahaye donated \$5000.00 to the City's COVID-19 Relief Grant

**Recommended action:** Move to proclaim the City's appreciation to Mr. Charles Lahaye for his generous donation of \$5000.00 to the City of Tenino COVID-19 Relief Grant Program

10. Ms. Zoli Browne donated \$1000.00 to the City's COVID-19 Relief Grant

**Recommended action:** Move to proclaim the City's appreciation to Ms. Zoli Browne and the Zoliart Companies for the generous donation of \$1000.00 to the City of Tenino COVID-19 Relief Grant Program

11. Mr. Randy Tresenriter, Baker's Towing, assisted the City in relocating the trucks and chasis of Caboose X549 from the City's Public Works Shop to the railroad tracks in front of the Tenino Depot Museum.

**Recommended action:** Move to proclaim the City's appreciation to Mr. Randy Tresenriter and Baker's Towing for their gracious assistance to the City in furtherance of the Caboose Restoration Project.

12. The Tenino Telephone Company assisted the City in relocating the trucks and chasis of Caboose X549 from the City's Public Works Shop to the railroad tracks in front of the Tenino Depot Museum.

**Recommended action:** Move to proclaim the City's appreciation to the Tenino Telephone Company for their gracious assistance to the City in furtherance of the Caboose Restoration Project.

13. Mr. Jedidiah Haney and Ron & Christine Grantham have donated an American Flag to replace the deteriorated flag being flown by the Tenino Police Department.

**Recommended action:** Move to proclaim the City's appreciation to Mr. Jedidiah Haney and Ron & Christine Grantham for their generous donation of an American Flag.

14. At the request of Ms. Jessica Beckstrand, a Childhood Cancer Awareness supporter, the Administration would like the City Council to consider proclaiming the month of September as "Childhood Cancer Awareness Month" in the City of Tenino.

**Recommended action:** Move to proclaim the month of September as "Childhood Cancer Awareness Month" in the City of Tenino.

## OLD BUSINESS

## NEW BUSINESS

15. Conditions in the sludge basins at the Wastewater Treatment Plant have become critical. As a result of an unannounced visit by a member of the State Department of Ecology, we were made aware of the criticality of reducing the amount of sludge currently in our basins. While we were aware of the issue and have been researching a more cost effective way of sludge removal, the current environment has crippled our ability to proceed in a deliberate manner, resulting in a situation where, if we don't act quickly to reduce the accumulation, the City could be faced with an ecological situation that could result in substantial fines being assessed.

The Mayor, under the authority granted by RCW 39.04.280, has declared this situation an emergency and has waived the competitive bidding requirements for Public Works Contracts in order to expedite the removal of a sufficient quantity of accumulated biosolids to prevent an adverse ecological event and any accompanying fines or penalties. However, RCW 39.04.280 requires that the "governing body" of the agency making the declaration must make a finding of such an emergency and the finding must be entered in writing within two weeks following award of the contract. We would rather be proactive and ask for such a finding prior to award of the contract.

**Recommended action:** Move to find the existence of an emergency, as defined by RCW 39.04.280, for the purpose of waiving the bidding requirements relative to a contract for Public Works and to approve the Mayor signing a contract for the removal of biosolids in an amount not to exceed \$100,000.00 (+ applicable taxes, licenses, and fees).

## RESOLUTIONS

16. After conducting two Public Hearings on the subject, Resolution 2020-03 would adopt Director Cannon's recommendations for the years 2020-2026 as the City's Six Year Street Plan.

**Recommended action:** Move to adopt Resolution 2020-03 as presented.

## ORDINANCES

17. The first reading of Ordinance 913, Comcast Franchise Agreement, occurred during the Regular Tenino City Council Meeting on June 23, 2020. This Ordinance will adopt a revised Franchise Agreement between the City and Comcast Cable Company. Under the terms of this agreement, the requirements for insurance coverage acceptable to our Risk Pool was upgraded, as was the formula for assessment of Franchise Fees, and the requirement to provide free internet service to both the City and the Tenino School District was eliminated.

**Recommended action:** Move to approve as the second reading and to adopt Ordinance 913 as presented.

## REPORTS

18. 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) Experience Olympia & Beyond (VCB)
- 4) Fire District
- 5) Library
- 6) Museum
19. 1) ARCH Commission
- 2) Civil Service Commission
- 3) Planning Commission
- 4) Facade Improvement Grant Review Committee
- 5) Finance Committee
- 6) Public Safety Committee
20. 1) Chief of Police
- 2) Director of Public Works
- 3) City Planner / Building Official
- 4) City Attorney
- 5) Clerk/Treasurer
- 6) Mayor
21. 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Community Investment Partnership (CIP)
- 3) Solid Waste Advisory Board
- 4) TCOMM/911
- 5) Tenino School Board
- 6) Thurston Regional Planning Council (TRPC)
- 7) South Thurston Economic Development Initiative (STEDI)
- 8) Transportation Policy Board

**PUBLIC COMMENTS 2**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**File Attachments for Item:**

The Tenino Chamber of Commerce would like the City Council to consider accepting a donation in the form of services rendered. The services are the grading, leveling, and finishing with compacted gravel of the City's vacant lot behind the "Tenino Mini Mall."

The Chamber received an estimate from NL Enterprises, which was provided to the City Engineer who evaluated the work to be done and the price (\$3,485). The Engineer determined the description of work is adequate to the task and the price, well above the \$500 threshold, is "very reasonable," for 7,500 square feet.

Subsequently, K&K asphalt submitted a second estimate, for approximately 22,100 square feet, consisting of 2" of asphalt over compacted gravel for a total of \$44,115.00. At almost three times the area, this would equate to \$15,212 for a 7,500 sq ft area.



1.

L Enterprises

12841 Old Highway 99 SE  
 Tenino, WA 98589

# Estimate

| Date     | Estimate # |
|----------|------------|
| 3/3/2020 | 137        |

| Name / Address |
|----------------|
| Tom Pogue      |

|                                                                                                                                                                                                                              |     |                         | Project    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------|------------|
| Description                                                                                                                                                                                                                  | Qty | Rate                    | Total      |
| Project: Repairing potholes, grading and smoothing gravel portion of parking area behind Sandstone Cafe across from Tenino Telephone office.<br>100' x 50' area on East side of lot and 100' x 25' area on South side of lot |     |                         |            |
| Grading work - Pothole repair, smoothing existing lot material, grading and smoothing newly added crushed rock, allowing for drainage as possible                                                                            |     | 1,040.00                | 1,040.00T  |
| Compaction - Compacting repaired portion of lot with roller compactor after newly added crushed rock is graded and smoothed.                                                                                                 |     | 540.00                  | 540.00T    |
| Crushed Rock - 60 yds 1 1/4" crushed rock                                                                                                                                                                                    |     | 1,650.00                | 1,650.00T  |
|                                                                                                                                                                                                                              |     | <b>Subtotal</b>         | \$3,230.00 |
|                                                                                                                                                                                                                              |     | <b>Sales Tax (7.9%)</b> | \$255.17   |
|                                                                                                                                                                                                                              |     | <b>Total</b>            | \$3,485.17 |

### City Engineer Evaluation of Compacted Gravel Estimate

Based on the estimate it looks like a 2" rock section for the gravel but if it's to be paved, 3 inches would be better. We really don't need to look at it.

We've done some rough calcs based on the attached estimate. The total area is 7,500 sf. Based on the calculated area with the prices provided, I calculate the following unit prices.

#### Grading:

- Total cost: \$1,040
- Area: 7500 SF = 833 SY
- Unit Price:  $\$1,040/833 \text{ SY} = \$1.25/\text{SY}$
- Seems very reasonable to me

#### Crushed Rock:

- Total cost: \$1,650
- Total Rock: 60 yds (assume CY) = 1620 CF
- $60 \text{ CY} * 1.85 \text{ T/CY} = 111 \text{ T}$
- Unit price (for material):  $\$1,650/111 \text{ T} = \$14.86/\text{T}$
- Depth of rock:  $60 \text{ CY} * 27 \text{ CF/CY} = 1620 \text{ CF}$ 
  - $1620 \text{ CF}/7500 \text{ SF} = 0.216 \text{ FT} \Rightarrow \sim 2.5'' \text{ rock}$
  - The depth of rock might be closer to 2", with the additional for filling potholes.

#### Compaction (typically included in unit price for rock):

- Total cost:  $\$540 + \$1650 \text{ for rock} = \$2,190$
- Unit Price:  $\$2,190/111\text{T} = \$19.73/\text{T}$
- Typical PW cost for CSBC (incl compaction): \$25-\$40/T

This cost seems reasonable to me.

#### I would estimate the cost for HMA as follows:

- Depth for parking lot: 2"
- $((7500 \text{ SF} * (2/12))/27)*2.055 = 95 \text{ T} \Rightarrow 100 \text{ T}$
- Cost  $100\text{T} * \$150-\$200/\text{T} = \$15,000 - \$20,000$

Without a lot more information, this is my best guess. However, I think the cost is very reasonable, based on my calcs above.

1.

**and K Asphalt**  
**2103 Harrison Ave NW #2171**  
**WA 98502**

**Office: 360-438-6292**  
**Fax: 360-539-5299**

**Visit our Website!**

**kandkasphalt.com**

**E-mail**  
**kkasphalt1001@comcast.net**

**Contractors license # KKASP\*\*088QW**

# Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 2/15/2020 | 19811      |

Customer Phone  
360-292-9508

Customer E-mail  
LADYOFLAKE@OUTLOOK.COM

**ESTIMATE SUBMITTED TO:**

TOM  
273 W SUSSEX AVE  
TENINO WA 98589

**WORK TO BE PERFORMED AT:**

PARKING LOT BEHIND WESTERN COFFEE  
273 W SUSSEX AVE  
TENINO WA 98589

We hereby propose to furnish the materials and labor necessary for the completion of:

**Description**

GRADING, CRUSHED ROCK AND HOT MIX ASPHALT

AREA: 22,100 SQ FT

1. GRADE AND COMPACT AREA.
2. SPREAD AND LEVEL 1.25" CRUSHED ROCK AS NEEDED, COMPACT.
3. SPREAD AND LEVEL HOT MIX ASPHALT ON APPRX 22,100 SQ FT 2" COMPACTED.

PRICE = 40,885.00  
TAX = 3,230.00

**Respectfully Submitted By:** \_\_\_\_\_ JR

Note: This estimate may be withdrawn by us if not accepted within 45 days.

**Total** \$44,115.00

**TERMS AND CONDITIONS:**

A finance charge will be imposed at the rate of 1 1/2 % per month, or an annual percentage rate of 18% on the balance over 30 days.  
OWNER HAS THE RIGHT TO REMOVE MATERIALS IF NOT PAID IN FULL.

Any alteration or deviation 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.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a workmanlike manner.

**Acceptance of Estimate: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payments will made in full upon completion.**

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**File Attachments for Item:**

5. Minutes of the June 23, 2020 Regular Meeting of the Tenino City Council

**Recommended Action:** Move to approve the minutes of the June 23, 2020 Regular Meeting of the Tenino City Council as presented.

**City Council Meeting  
Tuesday, June 23, 2020**

**Minutes**

**WORK SESSION**

Mayor Fournier called the work session to order at 7:00 pm

**PRESENT**

Councilmember Linda Gotovac  
Councilmember Dave Watterson  
Councilmember John O'Callahan  
Councilmember Jason Lawton  
Councilmember Rachel Davidson

1. Retail Lockbox has proposed an amendment to our agreement under which all costs for the acceptance of credit/debit cards for the payment of utility accounts will be borne by Retail Lockbox

C/T Millard explained that Retail Lockbox has proposed a change to our existing agreement in order to amend the fee model to eliminate any costs to the City.

2. The Administration proposes the formation of a working group for the purpose of conducting an in-progress review of the City's COVID-19 Relief Grant Program.

Of concern is whether the program is meeting the needs of the community and, if not, what can be done to improve on that aspect. Another concern is the valuation of our scrip and whether the final disposition as written should be changed to include alternate disposition instructions to accommodate changing financial conditions.

The proposal includes the suggestion that the working group be composed of members of the City Government, the Tenino Chamber of Commerce, the Thurston Economic Development Council, Experience Olympia and Beyond, and the public.

Mayor Fournier explained his reasons for wanting to form a working group and outlined his concept for the composition and operation of the working group.

3. The Administration would like to engage the City Council on the current status and focus of the Tenino Planning Commission with a view toward opening a change window to update the City's Comprehensive Plan.

Up until very recently, the Tenino Planning Commission has been focused on educating the Commissioners about the Growth Management Act and related specialty topics to better prepare the Commission for deliberations centered around such a proposed change to the City's Comprehensive Plan.

The Administration has had conversations with the Chairman of the Commission, as well as with the contracted planner from SCJ Alliance, to begin considering a number of identified concerns with the current plan; the incorporation of possible zoning changes; possible changes to either the UGA, the City Limits, or both; and the addition of both an Economic Development Chapter and the incorporation of the ARCH Commission/Creative District.

Mayor Fournier explained why the City is considering opening a Comp Plan Change Window and asked for Council input regarding what issues, if any, the Council or any Councilmember would like the Planning Commission to consider when the window is opened.

4. Director Cannon has prepared his recommendations for this year's update to the Six-Year Street Plan.

Since Public Works Director Cannon was not in attendance, this item was skipped.

5. The Administration has been working a renewal of the Comcast Franchise Agreement for several months and have finally reached the point where the agreement is ready for adoption by ordinance.

The Risk Management Service Agency and City Attorney have been intimately involved with the negotiations and both are satisfied that the agreement not only meets all legal, insurance, and indemnity requirements, but is also in the best interests of the City.

C/T Millard explained why the City has negotiated a new Franchise Agreement with Comcast in order to provide the City Council a more complete understanding of the agreement prior to asking the Council to adopt Ordinance 913.

6. The state Liquor & Cannabis Board (LCB) recently change its rules regarding the serving of alcohol outdoors. The City has had several requests from Tenino merchants urging the City to amend our Municipal Code to allow for the designation of certain outdoor areas as areas where alcohol may be served.

In light of the number of merchants in our business community who, not only serve, but manufacture beer, wine, and spirits, the Administration recommends amending our Municipal Code to allow for the designation of outdoor areas where alcohol may be served, provided that the appropriate LCB rules are observed.

Mayor Fournier described the changes made by the LCB and put forth his reasons for considering a change to the Tenino Municipal Code to allow implementation of the new LCB rules within the City. The new rules allow for the designation of an outdoor service area where merchants can serve alcoholic beverages.

#### **CALL TO ORDER**

Mayor Fournier called the meeting to order at 7:30 pm

#### **PRESENT**

Councilmember Linda Gotovac  
Councilmember Dave Watterson

Councilmember John O'Callahan  
 Councilmember Jason Lawton  
 Councilmember Rachel Davidson

#### **AGENDA APPROVAL**

Agenda for the June 23, 2020, Regular Meeting of the Tenino City Council.

**Recommended action:** Move to approve the agenda as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to approve the agenda as presented.

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

Motion passes 5/0.

#### **APPROVAL OF MINUTES**

##### 8. Minutes of the June 9, 2020 Regular Meeting of the Tenino City Council

**Recommended Action:** Move to approve the minutes of the June 9, 2020 Regular Meeting of the Tenino City Council as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to approve the minutes of the June 9, 2020 meeting.

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

Motion passes 5/0.

#### **CONSENT CALENDAR**

##### 9. Payroll EFT's in the amount of \$28,897.38 and Claims Checks #29169 through #29XXX in the amount of \$70,493.11 for a Grand Total of \$99,309.49 (Claims Checks #29170, #29174, and #29194 were voided because those payments were made by EFT)

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to approve the consent calendar consisting of payroll EFT's in the amount of \$28,897.38 and Claims Checks #29169 through #29196 in the amount of \$70,493.11 for a Grand Total of \$99,309.49 (Claims Checks #29170, #29174, and #29194 were voided because those payments were made by EFT)

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

Motion passes 5/0.

##### 10. Business Licenses:

New Licenses: None

Renewals: Scotty B's

**Recommended action:** Move to approve the LCB applications as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to approve the LCB renewal for Scotty B's.

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

Motion passes 5/0.

**EXECUTIVE SESSION - None**

**PRESENTATIONS - None**

**PUBLIC COMMENTS**

Linda McKinnie reported the Timberland Library will be open on Tuesdays and Saturdays from 1 pm to 5 pm for the public to come and get books.

**PUBLIC HEARING**

11. Director Cannon has prepared his recommendations for this year's update to the Six-Year Street Plan.

Mayor Fournier opened the public hearing for the Six-Year Street Plan at 7:37 pm. Clerk Treasurer Millard went over the plan with council and public. Hearing no comments from the public or council members the hearing was closed at 7:39 pm.

**PROCLAMATIONS - None**

**OLD BUSINESS - None**

**NEW BUSINESS**

12. Director Cannon has prepared his recommendations for this year's update to the Six-Year Street Plan.

Motion made by Councilmember Gotovac, Seconded by Councilmember O'Callahan to approve the Six-Year Street Plan as presented.

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

Motion passes 5/0.

13. The Administration has been working a renewal of the Comcast Franchise Agreement for several months and have finally reached the point where the agreement is ready for adoption by ordinance.

The Risk Management Service Agency and City Attorney have been intimately involved with the negotiations and both are satisfied that the agreement not only meets all legal, insurance, and indemnity requirements, but is also in the best interests of the City.

Motion made by Councilmember Watterson, Seconded by Councilmember Lawton to approve the Comcast Franchise Agreement as presented.

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

Motion passes 5/0.

#### **RESOLUTIONS - None**

#### **ORDINANCES - None**

#### **REPORTS**

14. 1) Chamber of Commerce
  - 2) Economic Development Council (EDC): Mayor Fournier reported on the ground breaking ceremony for the new Ag Park.
  - 3) Experience Olympia & Beyond (VCB)
  - 4) Fire District
  - 5) Library
  - 6) Museum
15. 1) ARCH Commission: Councilmember Gotovac reported they will be cleaning the area between The Vault and Scattercreek Winery on Saturday in order to display the Creative District information.
  - 2) Civil Service Commission
  - 3) Planning Commission: Mayor Fournier and C/T Millard reported they met on 6/10/2020 and had a presentation from Mr. Kevin Hansen, Thurston County Hydrogeologist, on the groundwater and geology of the Tenino area in order to further the Commission's understanding of the Planning Issues within the City's Urban Growth Area.
  - 4) Facade Improvement Grant Review Committee
  - 5) Finance Committee
  - 6) Public Safety Committee
16. 1) Chief of Police: Mayor Fournier reported the temporary contract with Chief Stines is almost up. The City will need to have Chief Swain complete an IME before being able to return to work. There has been some civil unrest, angst as well as increased anxiety with the on going issues of the protests. Public safety is the number one priority.

- 2) Director of Public Works
  - 3) City Planner / Building Official
  - 4) City Attorney
  - 5) Clerk/Treasurer: C/T Millard reported he met with the PW Director Cannon and Mike Marshall our engineer at the WWTP mapping out the septage receiving area. Director Cannon will provide a rough diagram in order for the Engineer to draft a site plan of sorts. The engineer will come down and meet with the Mayor, Director, and C/T regarding plans in the City and what can be done.
  - 6) Mayor
17. 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Community Investment Partnership (CIP)
  - 3) Solid Waste Advisory Board
  - 4) TCOMM/911
  - 5) Tenino School Board: Mayor Fournier and Councilmember Davidson discussed the recent graduation day activities for the High School and how important the School Resource Officer contract is to the ability of the City to support those types of events.
  - 6) Thurston Regional Planning Council (TRPC)
  - 7) South Thurston Economic Development Initiative (STEDI)
  - 8) Transportation Policy Board

## **PUBLIC COMMENTS 2**

## **ANNOUNCEMENTS**

## **ADJOURNMENT**

Mayor Fournier adjourned the meeting at 8:18 pm.

6.

**File Attachments for Item:**

6. Payroll and other EFT's in the amount of \$20,403.04 and Claims Checks #29197 through #29229 in the amount of \$250,908.00 for a Grand Total of \$271,311.04

# CHECK REGISTER

6.

City Of Tenino  
MCAG #: 0757

07/01/2020 To: 07/31/2020

Time: 14:53:54 Date: 07/14/2020  
Page: 1

| Trans | Date       | Type    | Acct # | Chk # | Claimant                              | Amount     | Memo                          |
|-------|------------|---------|--------|-------|---------------------------------------|------------|-------------------------------|
| 2327  | 07/05/2020 | Payroll | 5      | EFT   | Veronica A Barnes                     | 1,504.76   |                               |
| 2328  | 07/05/2020 | Payroll | 5      | EFT   | Miles Cannon                          | 933.12     |                               |
| 2329  | 07/05/2020 | Payroll | 5      | EFT   | Troy LK Cannon                        | 1,860.06   |                               |
| 2330  | 07/05/2020 | Payroll | 5      | EFT   | Samantha L Cisneros                   | 1,374.19   |                               |
| 2331  | 07/05/2020 | Payroll | 5      | EFT   | Brent L Gibbs                         | 1,900.20   |                               |
| 2332  | 07/05/2020 | Payroll | 5      | EFT   | John C Millard                        | 1,835.59   |                               |
| 2333  | 07/05/2020 | Payroll | 5      | EFT   | Jason M Plaja                         | 1,893.26   |                               |
| 2334  | 07/05/2020 | Payroll | 5      | EFT   | Maria Rodriguez                       | 1,186.24   |                               |
| 2335  | 07/05/2020 | Payroll | 5      | EFT   | Jennifer N Scharber                   | 1,172.01   |                               |
| 2336  | 07/05/2020 | Payroll | 5      | EFT   | Seth D Sharp                          | 1,696.29   |                               |
| 2337  | 07/05/2020 | Payroll | 5      | EFT   | William John Stines                   | 1,713.82   |                               |
| 2338  | 07/05/2020 | Payroll | 5      | EFT   | Robert D Thornburg                    | 1,448.42   |                               |
| 2339  | 07/05/2020 | Payroll | 5      | EFT   | Bennett H Barnes                      | 536.15     |                               |
| 2340  | 07/05/2020 | Payroll | 5      | EFT   | Rachel L Davidson                     | 138.14     |                               |
| 2341  | 07/05/2020 | Payroll | 5      | EFT   | Wayne R Fournier                      | 888.47     |                               |
| 2342  | 07/05/2020 | Payroll | 5      | EFT   | Linda Gotovac                         | 69.07      |                               |
| 2343  | 07/05/2020 | Payroll | 5      | EFT   | Jason A Lawton                        | 69.07      |                               |
| 2344  | 07/05/2020 | Payroll | 5      | EFT   | John J O'Callahan                     | 46.04      |                               |
| 2345  | 07/05/2020 | Payroll | 5      | EFT   | David A Watterson                     | 138.14     |                               |
| 2370  | 07/01/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 16.25      |                               |
| 2374  | 07/01/2020 | Claims  | 5      | EFT   | WA State Dept of Retirement Systems   | 25.00      | Annual DRS Administrative Fee |
| 2381  | 07/02/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 7.50       | 07/01/2020                    |
| 2399  | 07/07/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 2.50       | 07/02/2020                    |
| 2402  | 07/07/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 8.75       |                               |
| 2405  | 07/07/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 6.25       |                               |
| 2408  | 07/07/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 2.50       |                               |
| 2411  | 07/07/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 7.50       |                               |
| 2419  | 07/08/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 12.50      |                               |
| 2430  | 07/09/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 5.00       |                               |
| 2441  | 07/10/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 5.00       |                               |
| 2451  | 07/14/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 17.50      |                               |
| 2454  | 07/14/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 5.00       |                               |
| 2457  | 07/14/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 5.00       |                               |
| 2460  | 07/14/2020 | Claims  | 5      | EFT   | Retail Lockbox Merchant Services, LLC | 1.25       |                               |
| 2480  | 07/14/2020 | Claims  | 5      | 29197 | Baker's Towing                        | 456.96     |                               |
| 2481  | 07/14/2020 | Claims  | 5      | 29198 | Barcott Construction LLC              | 195,237.74 |                               |
| 2482  | 07/14/2020 | Claims  | 5      | 29199 | Troy LK Cannon                        | 104.00     |                               |
| 2483  | 07/14/2020 | Claims  | 5      | 29200 | Centralia OK Tire                     | 232.51     |                               |
| 2484  | 07/14/2020 | Claims  | 5      | 29201 | Corporate Payment Systems             | 453.00     |                               |
| 2485  | 07/14/2020 | Claims  | 5      | 29202 | Dragon Analytical Laboratory          | 6,468.00   |                               |
| 2486  | 07/14/2020 | Claims  | 5      | 29203 | Gordon Enterprises LLC                | 1,877.04   |                               |
| 2487  | 07/14/2020 | Claims  | 5      | 29204 | H D Fowler Co                         | 1,148.12   |                               |

# CHECK REGISTER

6.

City Of Tenino  
MCAG #: 0757

07/01/2020 To: 07/31/2020

Time: 14:53:54 Date: 07/14/2020

Page: 2

| Trans                              | Date       | Type   | Acct # | Chk # | Claimant                                | Amount              | Memo                                               |
|------------------------------------|------------|--------|--------|-------|-----------------------------------------|---------------------|----------------------------------------------------|
| 2488                               | 07/14/2020 | Claims | 5      | 29205 | IACP                                    | 190.00              |                                                    |
| 2489                               | 07/14/2020 | Claims | 5      | 29206 | J & I Power Equip                       | 160.34              |                                                    |
| 2490                               | 07/14/2020 | Claims | 5      | 29207 | Joes Refuse                             | 960.75              |                                                    |
| 2491                               | 07/14/2020 | Claims | 5      | 29208 | Language Line Services                  | 28.36               |                                                    |
| 2492                               | 07/14/2020 | Claims | 5      | 29209 | Law Office of Richard L. Hughes<br>PLLC | 5,415.00            |                                                    |
| 2493                               | 07/14/2020 | Claims | 5      | 29210 | Mountain Mist Water                     | 21.32               |                                                    |
| 2494                               | 07/14/2020 | Claims | 5      | 29211 | NCL of Wisconsin, Inc.                  | 510.29              |                                                    |
| 2495                               | 07/14/2020 | Claims | 5      | 29212 | Pitney Bowes Global Financial<br>Svcs   | 171.93              |                                                    |
| 2496                               | 07/14/2020 | Claims | 5      | 29213 | Puget Sound Energy                      | 4,881.98            |                                                    |
| 2497                               | 07/14/2020 | Claims | 5      | 29214 | Quill                                   | 344.37              |                                                    |
| 2498                               | 07/14/2020 | Claims | 5      | 29215 | Jill Reynolds                           | 100.00              | QH Rental Refund                                   |
| 2499                               | 07/14/2020 | Claims | 5      | 29216 | SCJ Alliance                            | 13,522.50           | Invoice #59333; Invoice #60375;<br>Invoice # 60642 |
| 2500                               | 07/14/2020 | Claims | 5      | 29217 | Tenino Marketfresh                      | 905.77              |                                                    |
| 2501                               | 07/14/2020 | Claims | 5      | 29218 | Tenino Telephone Co                     | 1,681.31            |                                                    |
| 2502                               | 07/14/2020 | Claims | 5      | 29219 | City Of Tenino                          | 1,588.81            |                                                    |
| 2503                               | 07/14/2020 | Claims | 5      | 29220 | That Hose Guy                           | 1,026.39            |                                                    |
| 2504                               | 07/14/2020 | Claims | 5      | 29221 | Thurston Co Economic Dev<br>Council     | 2,500.00            |                                                    |
| 2505                               | 07/14/2020 | Claims | 5      | 29222 | Utilities Underground Location          | 15.40               |                                                    |
| 2506                               | 07/14/2020 | Claims | 5      | 29223 | Verizon Wireless (Cell)                 | 696.77              |                                                    |
| 2507                               | 07/14/2020 | Claims | 5      | 29224 | Vistaprint Netherlands B.V.             | 265.52              |                                                    |
| 2508                               | 07/14/2020 | Claims | 5      | 29225 | Voyager Fleet System                    | 1,323.22            |                                                    |
| 2509                               | 07/14/2020 | Claims | 5      | 29226 | WA State Dept Of Ecology                | 600.00              |                                                    |
| 2510                               | 07/14/2020 | Claims | 5      | 29227 | Water & Wastewater Svcs, Inc            | 6,933.00            |                                                    |
| 2511                               | 07/14/2020 | Claims | 5      | 29228 | Wells Fargo Vendor Fin Serv             | 837.26              |                                                    |
| 2512                               | 07/14/2020 | Claims | 5      | 29229 | Wilson Parts Corporation                | 122.84              |                                                    |
|                                    |            |        |        |       |                                         |                     |                                                    |
| 001 General Government Fund #001   |            |        |        |       |                                         | 40,995.12           |                                                    |
| 002 Quarry Pool Fund #002          |            |        |        |       |                                         | 85.15               |                                                    |
| 101 City Street Fund #101          |            |        |        |       |                                         | 4,118.63            |                                                    |
| 310 Municipal Capital Imp Fund 310 |            |        |        |       |                                         | 1,938.36            |                                                    |
| 401 Water Fund                     |            |        |        |       |                                         | 4,804.66            |                                                    |
| 402 Water Capital Imp Fund         |            |        |        |       |                                         | 914.33              |                                                    |
| 410 Sewer Fund                     |            |        |        |       |                                         | 23,217.05           |                                                    |
| 601 SWWAIP Trust Fund              |            |        |        |       |                                         | 195,237.74          |                                                    |
|                                    |            |        |        |       |                                         |                     |                                                    |
|                                    |            |        |        |       |                                         | Claims:             | 250,908.00                                         |
|                                    |            |        |        |       |                                         | 271,311.04 Payroll: | 20,403.04                                          |

6.

# CHECK REGISTER

City Of Tenino  
MCAG #: 0757

07/01/2020 To: 07/31/2020

Time: 14:53:54 Date: 07/14/2020

Page: 3

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------|------|--------|-------|----------|--------|------|
|-------|------|------|--------|-------|----------|--------|------|

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 \_\_\_\_\_ 2020.

\_\_\_\_\_  
 Clerk/Treasurer

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

**File Attachments for Item:**

8. Director Cannon has prepared his recommendations for this year's update to the Six-Year Street Plan.

His priorities of effort are:

- |                     |                      |                      |
|---------------------|----------------------|----------------------|
| 1. Old Hwy 99 W     | 4. Park Avenue West  | 7. Morningside Drive |
| 2. Ritter Street    | 5. Old Military Road |                      |
| 3. McClellan Street | 6. Eureka Street     |                      |

(Sign in sheet should have listing of audience members who wish to participate)

## PUBLIC HEARING PROCEDURE

The public hearing is for public input and discussion of **the 2021-2026 Six-Year Street Plan**. This public hearing will proceed in an orderly fashion and I would like to ask your cooperation in the following procedure:

Everyone present will be given an opportunity to be heard. The clerk will be recording what is said. Therefore, when you address the Council, please, begin by stating your name and address.

Before hearing from the audience, I am going to introduce **Mr. John Millard, the City's Clerk/Treasurer** to present information about this project.

(presentation)

At this time, the floor is open for comments from the audience. In fairness to all in attendance, each person will be given an opportunity to address the Council for an initial period not to exceed three minutes. If more time is needed, it will be made available after everyone has had a chance to speak. I am requesting the Council members to hold their questions of the public until everyone is done.

(Public gives testimony)

Are there any in the audience who would like to add additional, non-repetitive, information? Council members, do you have any questions of the audience or staff?

The public testimony of this hearing is now closed.

**RESOLUTION 2020-03**

**A RESOLUTION OF THE CITY OF TENINO, WASHINGTON  
ADOPTING THE 2021-2026 SIX-YEAR STREET PLAN  
PURSUANT TO REVISED CODE OF WASHINGTON § 35.77.010**

**WHEREAS**, the City duly adopted a new Transportation Plan on December 13, 2016; and

**WHEREAS**, the City’s Director of Public Works submitted his recommendation for updating said Transportation Plan with the City’s Six-Year Street Plan during a regularly scheduled meeting of the City Council of the City of Tenino, Washington, on June 9, 2020; and

**WHEREAS**, the City Council conducted Public Hearings on this matter during regularly scheduled meetings of the Tenino City Council on June 23 and July 14, 2020;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO WASHINGTON**, as follows:

**Section 1.** Exhibit A is attached hereto, made part hereof, and incorporated herein by reference. Together, this document constitutes the City of Tenino’s 2021-2026 Six Year Street Plan.

**Section 2.** This Resolution, together with Exhibit A, shall be filed with the Director of Highways of the State of Washington with all possible speed.

**Section 3.** The Tenino Planning Commission shall consider this Resolution during any process aimed at amending the City’s current Comprehensive Plan.

ADOPTED by the City Council at a regularly scheduled meeting this 14<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
Wayne Fournier, Mayor

ATTEST:

\_\_\_\_\_  
John C. Millard, Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Richard L. Hughes, City Attorney

8.

WSDOT

### Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290  
Current STIP Year 2021

#### STIP Detail

\* - Indicates required field

##### General Information

From 2021 To 2024  Amendment  Correction

STIP ID  STIP Amendment

Approved Date

Agency

Agency\*  MPO/RTPO

County Thurston MPO Boundary\*  Inside  Outside

Region Olympic MPO ID

##### Project Information

Project Title\*  Region: Signific

Project Number  (  ) XXXX(XXX) Agency Project Identifi

Structure ID #  PIN (W Project

Road Name or Number  Priority Numbe

Begin Termini  End Ter

Total Project Length  miles (NNN.NN or NNN) Enviror Type

RW Required  Utility (

Improvement Type\*  Functio Class\*

Copyright WSDOT © 2020

8.

WSDOT

### Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290

Current STIP Year 2021

#### STIP Detail

\* - Indicates required field

##### General Information

From 2021 To 2024

Amendment Correction Clear

STIP ID WA-09996

STIP Amendment

Approved Date

##### Agency

Agency\* Tenino

MPO/RTPO TRPC

County Thurston

MPO Boundary\* Inside Outside

Region Olympic

MPO ID

##### Project Information

Project Title\* Ritter St

Region. Signific

Project Number ( ) XXXX(XXX)

Agency Project Identifi

Structure ID #

PIN (W Project

Road Name or Number Ritter St

Priority Numbe

Begin Termini Sussex Ave W

End Ter

Total Project Length 0.25 miles (NNN.NN or NNN)

Enviror Type

RW Required

Utility (

Improvement Type\* 04 - Reconstruction - No Added Capacity

Function Class\*

Copyright WSDOT © 2020

2

8.

WSDOT

### Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290  
Current STIP Year 2021

#### STIP Detail

\* - Indicates required field

##### General Information

From 2021 To 2024  Amendment  Correction

STIP ID WA-09997 STIP Amendment

Approved Date

Agency Agency\* Tenino MPO/RTPO TRPC

County Thurston MPO Boundary\*  Inside  Outside

Region Olympic MPO ID

##### Project Information

Project Title\* McClellan St Region. Signific

Project Number ( ) XXXX(XXX) Agency Project Identifi

Structure ID # PIN (W Project

Road Name or Number McClellan St Priority Numbe

Begin Termini Sussex Ave W End Ter

Total Project Length 0.21 miles (NNN.NN or NNN) Enviror Type

RW Required Utility (

Improvement Type\* 05 - 4R Maintenance Resurfacing Function Class\*

Copyright WSDOT © 2020

8.

WSDOT

### Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290  
Current STIP Year 2021

#### STIP Detail

\* - Indicates required field

##### General Information

From 2021 To 2024  Amendment  Correction

STIP ID  STIP Amendment

Approved Date

Agency

Agency\*  MPO/RTPO

County Thurston MPO Boundary\*  Inside  Outside

Region Olympic MPO ID

##### Project Information

Project Title\*  Region, Signific

Project Number  (  ) XXXX(XXX) Agency Project Identifi

Structure ID #  PIN (W Project

Road Name or Number  Priority Numbe

Begin Termini  End Te

Total Project Length  miles (NNN.NN or NNN) Enviror Type

RW Required  Utility C

Improvement Type\*  Function Class\*

Copyright WSDOT © 2020

4

8.

WSDOT

### Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290  
Current STIP Year 2021

#### STIP Detail

\* - Indicates required field

##### General Information

From 2021 To 2024

Amendment  Correction

STIP ID WA-09998

STIP Amendment

Approved Date

Agency

Agency\* Tenino

MPO/RTPO TRPC

County Thurston

MPO Boundary\*  Inside  Outside

Region Olympic

MPO ID

##### Project Information

Project Title\* Old Military Road

Region Signific

Project Number ( ) XXXX(XXX)

Agency Project Identifi

Structure ID #

PIN (W Project

Road Name or Number Old Military Road

Priority Numbe

Begin Termini Sussex St E

End Te

Total Project Length 0.50 miles (NNN.NN or NNN)

Enviror Type

RW Required

Utility t

Improvement Type\* 05 - 4R Maintenance Resurfacing

Funcio Class\*

Copyright WSDOT © 2020

5

8.

WSDOT

### Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290

Current STIP Year 2021

#### STIP Detail

\* - Indicates required field

##### General Information

From 2021 To 2024

Amendment Correction Clear

STIP ID WA-10002

STIP Amendment

Approved Date

##### Agency

Agency\* Tenino

MPO/RTPO TRPC

County Thurston

MPO Boundary\* Inside Outside

Region Olympic

MPO ID

##### Project Information

Project Title\* Eureka Street S

Region Signific

Project Number ( ) XXXX(XXX)

Agency Project Identifi

Structure ID #

PIN (W Project

Road Name or Number Old Hwy 99

Priority Numbe

Begin Termini Sussex Ave E

End Termini

Total Project Length 0.10 miles (NNN.NN or NNN)

Enviror Type

RW Required

Utility (

Improvement Type\* 04 - Reconstruction - No Added Capacity

Function Class\*

Copyright WSDOT © 2020

6

8.

WSDOT

### Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290  
Current STIP Year 2021

#### STIP Detail

\* - Indicates required field

##### General Information

From 2021 To 2024  Amendment  Correction

STIP ID  STIP Amendment

Approved Date

Agency

Agency\*  MPO/RTPO

County Thurston MPO Boundary\*  Inside  Outside

Region Olympic MPO ID

##### Project Information

Project Title\*  Region: Signific

Project Number  (  ) XXXX(XXX) Agency Project Identifi

Structure ID #  PIN (W Project

Road Name or Number  Priority Numbe

Begin Termini  End Ter

Total Project Length  miles (NNN.NN or NNN) Environ Type

RW Required  Utility (

Improvement Type\*  Function Class\*

Copyright WSDOT © 2020

7

**File Attachments for Item:**

9. Mr. Charles Lahaye donated \$5000.00 to the City's COVID-19 Relief Grant

**Recommended action:** Move to proclaim the City's appreciation to Mr. Charles Lahaye for his generous donation of \$5000.00 to the City of Tenino COVID-19 Relief Grant Program

**BY THE CITY OF TENINO  
- A PROCLAMATION -  
IN APPRECIATION OF  
MR. CHARLES L. LAHAYE**

**WHEREAS**, *The City of Tenino was unprepared for Governor Inslee’s Proclamation of Emergency and subsequent proclamations related to the COVID-19 pandemic and the governmental response thereto; and*

**WHEREAS**, *In an effort to relieve the economic distress caused by the COVID-19 response, the City developed the COVID-19 Relief Grant Program; and*

**WHEREAS**, *The City was only able to dedicate \$10,000.00 to the program; and*

**WHEREAS**, *Mr. Charles L. LaHaye, because of his admiration for the City’s efforts, wished to see the City be able to assist additional grant recipients and has generously donated \$5000.00 to the COVID-19 Relief Grant Fund.*

**NOW, THEREFORE**, *we, the Mayor and Council of the City of Tenino Washington do hereby Proclaim the appreciation of The City for the generous donation of \$5000.00 by Mr. Charles L. LaHaye .*

*Signed in the City of Tenino, Washington, this 14<sup>th</sup> day of July, 2020.*

\_\_\_\_\_  
Wayne Fournier, Mayor

\_\_\_\_\_  
Linda K. Gotovac, Council Member

\_\_\_\_\_  
David A. Watterson, Council Member

\_\_\_\_\_  
John O’Callahan, Council Member

\_\_\_\_\_  
Jason Lawton, Council Member

\_\_\_\_\_  
Rachel Davidson, Council Member

**File Attachments for Item:**

10. Ms. Zoli Browne donated \$1000.00 to the City's COVID-19 Relief Grant

**Recommended action:** Move to proclaim the City's appreciation to Ms. Zoli Browne and the Zoliart Companies for the generous donation of \$1000.00 to the City of Tenino COVID-19 Relief Grant Program

**BY THE CITY OF TENINO  
- A PROCLAMATION -  
IN APPRECIATION OF  
ZOLI BROWNE / ZOLIART COMPANIES LLC**

**WHEREAS**, *The City of Tenino was unprepared for Governor Inslee's Proclamation of Emergency and subsequent proclamations related to the COVID-19 pandemic and the governmental response thereto; and*

**WHEREAS**, *In an effort to relieve the economic distress caused by the COVID-19 response, the City developed the COVID-19 Relief Grant Program; and*

**WHEREAS**, *The City was only able to dedicate \$10,000.00 to the program; and*

**WHEREAS**, *Ms. Zoli Browne, because of her affinity for the City, wished to see the City be able to assist additional grant recipients and has generously donated \$1000.00 to the COVID-19 Relief Grant Fund.*

**NOW, THEREFORE**, *we, the Mayor and Council of the City of Tenino Washington do hereby Proclaim the appreciation of The City for the generous donation of \$1000.00 by Ms. Zoli Browne and the Zoliart Companies, LLC .*

*Signed in the City of Tenino, Washington, this 14<sup>th</sup> day of July, 2020.*

\_\_\_\_\_  
Wayne Fournier, Mayor

\_\_\_\_\_  
Linda K. Gotovac, Council Member

\_\_\_\_\_  
David A. Watterson, Council Member

\_\_\_\_\_  
John O'Callahan, Council Member

\_\_\_\_\_  
Jason Lawton, Council Member

\_\_\_\_\_  
Rachel Davidson, Council Member

**File Attachments for Item:**

11. Mr. Randy Tresenriter, Baker's Towing, assisted the City in relocating the trucks and chasis of Caboose X549 from the City's Public Works Shop to the railroad tracks in front of the Tenino Depot Museum.

**Recommended action:** Move to proclaim the City's appreciation to Mr. Randy Tresenriter and Baker's Towing for their gracious assistance to the City in furtherance of the Caboose Restoration Project.

**BY THE CITY OF TENINO  
- A PROCLAMATION -  
IN APPRECIATION OF  
RANDY TRESENITTER & BAKER'S TOWING**

**WHEREAS,** *The City of Tenino has undertaken the restoration of a railroad caboose to feature as both an exhibit of the Tenino Depot Museum and as an attraction to add to the value of the Tenino City Park ; and*

**WHEREAS,** *The project has captured the imagination of Tenino citizens and business alike; and*

**WHEREAS,** *The City has limited resources to accomplish the restoration and relies mainly on the efforts of volunteers and philanthropists for the necessary labor and materials; and*

**WHEREAS,** *The relocation of the caboose trucks and chassis from the City's Public Works shops to the display site required the services of both a crane and equipment trailer; and*

**WHEREAS,** *Randy Tresenriter and Baker's Towing generously donated their time and equipment to move the trucks and chassis to the display site, saving the City several thousand dollars.*

**NOW, THEREFORE,** *we, the Mayor and Council of the City of Tenino Washington do hereby Proclaim the appreciation of The City for the generous contribution of time and materials by Mr. Randy Tresenriter and Baker's Towing to the Tenino Caboose Restoration Project.*

*Signed in the City of Tenino, Washington, this 14<sup>th</sup> day of July, 2020.*

\_\_\_\_\_  
Wayne Fournier, Mayor

\_\_\_\_\_  
Linda K. Gotovac, Council Member

\_\_\_\_\_  
David A. Watterson, Council Member

\_\_\_\_\_  
John O'Callahan, Council Member

\_\_\_\_\_  
Jason Lawton, Council Member

\_\_\_\_\_  
Rachel Davidson, Council Member

**File Attachments for Item:**

12. The Tenino Telephone Company assisted the City in relocating the trucks and chasis of Caboose X549 from the City's Public Works Shop to the railroad tracks in front of the Tenino Depot Museum.

**Recommended action:** Move to proclaim the City's appreciation to the Tenino Telephone Company for their gracious assistance to the City in furtherance of the Caboose Restoration Project.

**BY THE CITY OF TENINO  
- A PROCLAMATION -  
IN APPRECIATION OF  
THE TENINO TELEPHONE COMPANY**

**WHEREAS,** *The City of Tenino has undertaken the restoration of a railroad caboose to feature as both an exhibit of the Tenino Depot Museum and as an attraction to add to the value of the Tenino City Park ; and*

**WHEREAS,** *The project has captured the imagination of Tenino citizens and business alike; and*

**WHEREAS,** *The City has limited resources to accomplish the restoration and relies mainly on the efforts of volunteers and philanthropists for the necessary labor and materials; and*

**WHEREAS,** *The relocation of the caboose trucks and chassis from the City's Public Works shops to the display site required the services of both a crane and equipment trailer; and*

**WHEREAS,** *Tenino Telephone Company generously donated their time and equipment to move the trucks and chassis to the display site, saving the City several thousand dollars.*

**NOW, THEREFORE,** *we, the Mayor and Council of the City of Tenino Washington do hereby Proclaim the appreciation of The City for the generous contribution of time and materials by the Tenino Telephone Company to the Tenino Caboose Restoration Project.*

*Signed in the City of Tenino, Washington, this 14<sup>th</sup> day of July, 2020.*

\_\_\_\_\_  
Wayne Fournier, Mayor

\_\_\_\_\_  
Linda K. Gotovac, Council Member

\_\_\_\_\_  
David A. Watterson, Council Member

\_\_\_\_\_  
John O'Callahan, Council Member

\_\_\_\_\_  
Jason Lawton, Council Member

\_\_\_\_\_  
Rachel Davidson, Council Member

**File Attachments for Item:**

13. Mr. Jedidiah Haney and Ron & Christine Grantham have donated an American Flag to replace the deteriorated flag being flown by the Tenino Police Department.

**Recommended action:** Move to proclaim the City's appreciation to Mr. Jedidiah Haney and Ron & Christine Grantham for their generous donation of an American Flag.

**BY THE CITY OF TENINO  
 - A PROCLAMATION -  
 IN APPRECIATION OF  
 JEDIDIAH HANEY AND RON & CHRISTINE GRANTHAM**

**WHEREAS**, *The colors in our Nation’s flag has always represented purity and innocence, hardiness and valor, and vigilance, perseverance and justice; and*

**WHEREAS**, *The Tenino Police Department is a very visible symbol of the community and its values and endeavors always to represent the values symbolized by our National Colors; and*

**WHEREAS**, *The Tenino Police Department proudly flies the American Flag 24 hours a day, seven days a week, 365 days a year; and*

**WHEREAS**, *Local climatic conditions cause a rapid deterioration in the condition of the flag so flown which leads to replacement on a regular basis; and*

**WHEREAS**, *The cost of replacing the flag each year has grown increasingly more expensive; and*

**WHEREAS**, *Mr. Jedidiah Haney and Ron & Christine Grantham have generously donated a new flag to replace the one currently being flown.*

**NOW, THEREFORE**, *we, the Mayor and Council of the City of Tenino Washington do hereby Proclaim the appreciation of The City for the generous donation of a new American Flag by Mr. Jedidiah Haney and Ron & Christine Grantham.*

*Signed in the City of Tenino, Washington, this 14<sup>th</sup> day of July, 2020.*

\_\_\_\_\_  
Wayne Fournier, Mayor

\_\_\_\_\_  
Linda K. Gotovac, Council Member

\_\_\_\_\_  
David A. Watterson, Council Member

\_\_\_\_\_  
John O’Callahan, Council Member

\_\_\_\_\_  
Jason Lawton, Council Member

\_\_\_\_\_  
Rachel Davidson, Council Member

**File Attachments for Item:**

14. At the request of Ms. Jessica Beckstrand, a Childhood Cancer Awareness supporter, the Administration would like the City Council to consider proclaiming the month of September as "Childhood Cancer Awareness Month" in the City of Tenino.

**Recommended action:** Move to proclaim the month of September as "Childhood Cancer Awareness Month" in the City of Tenino.

**BY THE CITY OF TENINO  
- A PROCLAMATION -  
CHILDHOOD CANCER AWARENESS MONTH**

**WHEREAS**, *Pediatric cancer is the leading cause of death by disease in children; and*

**WHEREAS**, *1-in-285 children in the United States will be diagnosed by their 20<sup>th</sup> birthday; and*

**WHEREAS**, *80 percent of childhood cancer cases are diagnosed only after the disease has metastasized and spread to other parts of the body; and*

**WHEREAS**, *Two-thirds of childhood cancer patients will have long-lasting chronic conditions as a result of the treatment they go through; and*

**WHEREAS**, *There has been a twenty-four percent increase in pediatric cancer cases over the last forty years, equal to forty-three children per day or 15,780 children a year diagnosed with cancer in the United States; and*

**WHEREAS**, *The National Cancer Institute recognized the unique research needs of childhood cancer and increased funding to conduct this research; and*

**WHEREAS**, *Researchers and healthcare professionals work diligently to dedicate their expertise to treat and cure children with cancer; and*

**WHEREAS**, *Too many children are affected by this deadly disease and more must be done to raise awareness and find a cure for all childhood cancers.*

**NOW, THEREFORE**, *we, the Mayor and Council of the City of Tenino Washington do hereby Proclaim the September 2020 to be Childhood Cancer Awareness Month in the City of Tenino and encourage all people in our City to join us in this special observance.*

*Signed in the City of Tenino, Washington, this 14<sup>th</sup> day of July, 2020.*

\_\_\_\_\_  
Wayne Fournier, Mayor

\_\_\_\_\_  
Linda K. Gotovac, Council Member

\_\_\_\_\_  
David A. Watterson, Council Member

\_\_\_\_\_  
John O'Callahan, Council Member

\_\_\_\_\_  
Jason Lawton, Council Member

\_\_\_\_\_  
Rachel Davidson, Council Member

**File Attachments for Item:**

15. Conditions in the sludge basins at the Wastewater Treatment Plant have become critical. As a result of an unannounced visit by a member of the State Department of Ecology, we were made aware of the criticality of reducing the amount of sludge currently in our basins. While we were aware of the issue and have been researching a more cost effective way of sludge removal, the current environment has crippled our ability to proceed in a deliberate manner, resulting in a situation where, if we don't act quickly to reduce the accumulation, the City could be faced with an ecological situation that could result in substantial fines being assessed.

The Mayor, under the authority granted by RCW 39.04.280, has declared this situation an emergency and has waived the competitive bidding requirements for Public Works Contracts in order to expedite the removal of a sufficient quantity of accumulated biosolids to prevent an adverse ecological event and any accompanying fines or penalties. However, RCW 39.04.280 requires that the "governing body" of the agency making the declaration must make a finding of such an emergency and the finding must be entered in writing within two weeks following award of the contract. We would rather be proactive and ask for such a finding prior to award of the contract.

**Recommended action:** Move to find the existence of an emergency, as defined by RCW 39.04.280, for the purpose of waiving the bidding requirements relative to a contract for Public Works and to approve the Mayor signing a contract for the removal of biosolids in an amount not to exceed \$100,000.00 (+ applicable taxes, licenses, and fees).

**CONTRACT FOR SERVICES OF  
INDEPENDENT CONTRACTOR  
FOR  
BIOSOLIDS REMOVAL SERVICES**

City Department: **Public Works**

Provider of Services: Tribeca Transportation

*City Business License:* \_\_\_\_\_

*Federal I.D. No.:* \_\_\_\_\_

*Unified Business I.D. No:* \_\_\_\_\_

*Liability Insurance:* \_\_\_\_\_

Description of Services:

The Contractor shall provide all of the labor, tools and equipment necessary to complete the work associated with providing Biosolids Removal Services: Pump and Land Apply approximately 666,667 gallons of **Class B** biosolids at the rate of \$.15/gallon to be removed from the Tenino biosolids storage basin and beneficially reused at state approved and permitted Contractor provided land application site(s).

Cost of Services:

\$100,000.00 plus 8.5% Sales Tax

1. Parties to Contract: The City of Tenino, State of Washington, hereinafter referred to as “City”, and the above described and undersigned provider of services, hereinafter referred to as “Contractor” are the parties to this Contract.
2. Duties of Contractor: The Contractor, during the term of this Contract, promises and agrees to provide all labor, tools, equipment and materials to perform the following services for the City as described above in the “Description of Services”: All associated costs for L&I intents and affidavits, insurance certifications, bonds, payment of prevailing wages, permits including any other costs needed to complete the project, all shall be included in the amount listed above as full compensation for the project.
3. Term of Contract and Designation of Work: The Contractor shall start performance of the foregoing duties on August 3, 2020 and shall complete the work promptly and diligently during the 2020 biosolids application season, which is approximately from **(date)** to **(date)**. The City shall have the right to direct the Contractor as to the times and places at which such services shall be performed.

4. Compensation to Contractor: In consideration of the services to be provided to the City by the Contractor, the City shall pay to the Contractor the sum of \$100,000.00 (plus tax) and paid in the following manner:

Contractor shall provide monthly progress payment requests to the City which list the quantities of biosolids pumped, transported, and applied to each land application site, the acreage that received applied biosolids at each application site, the charge per gallon, and the total charge for the month.

All amounts paid by the City to the Contractor shall be reported to the appropriate taxing authorities in accordance with the requirements of federal, state and local laws and regulations.

Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW 82, and (2) the claims of any person arising under the Contract.

The City may also, at its option, accept a retainage bond from the Contractor in lieu of withholding retainage from the monthly progress payments.

Release of withheld retainage, if applicable, will be made 60 days following the date of Final Acceptance of the work (pursuant to RCW 39.12 and RCW 60.28) provided the following conditions are met:

- A. Affidavits of Wages paid for the Contractor and all Subcontractors are on file with the City (RCW 39.12.040).
  - B. A certificate of payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
  - C. Washington State Department of Labor and Industries shows the Contractor is current with payments of industrial insurance and medical aid premiums.
  - D. All claims as provided by law, filed against the retainage have been resolved. In the event claims are filed and conditions A, B, and C above are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the City sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.
5. Warranties: Contractor warrants and represents that it and its subcontractors have sufficient facilities, equipment, and personnel who are sufficiently trained, skilled, knowledgeable, and experienced, to perform all functions that are reasonably necessary to lawfully and effectively remove, transport, or pump and land apply biosolids in a beneficial manner at approved and permitted land application sites. Contractor warrants that its, and its subcontractor(s) equipment and facilities are and will be maintained in a safe condition, and that they are and will be fit for the particular purposes for which they will be operated. Contractor warrants that its and its subcontractor(s), personnel will work in a prudent and workmanlike manner.
6. Prevailing Wages: This contract is subject to the prevailing wage requirements of RCW 39.12.
- A. The Contractor shall submit a copy of an approved "Statement of Intent to Pay Prevailing Wages". The City will make no payment under this contract for the work performed until this statement has been approved by the State Department of Labor and Industries, and a copy of the approved form has been submitted to the City.

- B. The Contractor shall submit a copy of an approved "Affidavit of Wages Paid". The City will not release to the Contractor the final payment for the work performed until the "Affidavit of Prevailing Wages Paid" forms have been approved by the State Department of Labor and Industries, and a copy of the approved form has been submitted to the City. The Contractor shall be responsible for requesting these forms from the State Department of Labor and Industries, and for paying any approval fees.
- C. Certified payrolls are required. The Contractor shall submit a copy of an approved "Certified Payrolls" according to section 1-07.9(5) of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction" 2012 Edition.
7. Indemnification/Hold Harmless:
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. **It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.** The provisions of this section shall survive the expiration or termination of this Agreement.
- C. The City shall defend, indemnify and hold the Contractor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the City's performance under this Agreement, except for injuries and damages caused by the negligence of the Contractor.
- D. The indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.**
8. Insurance Requirements: The following insurance requirements will be applicable for the Agreement entered into between the City and the selected Contractor. The Contractor 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 Contractor, their agents, representatives, employees or subcontractors.

#### **Minimum Scope of Insurance**

The Contractor shall obtain insurance of the types described below:

- A. Automobile Liability insurance covering 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.

- B. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor.

#### **Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

- A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- B. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- C. Pollution Legal Liability insurance shall be written with limits no less than \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Coverage may be written on a claims-made basis.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

- A. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- B. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

### **Verification of Coverage**

Contractor 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 Contractor before commencement of the work, within 10 business days of the effective date of this Contract.

### **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

9. **Safety:** Contractor and its subcontractors shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor, Occupational Safety and Health Administration (OSHA) or the Industrial Commission of the State of Washington, whichever is most restrictive. The City assumes no duty to ensure Contractor or its subcontractors follows the applicable safety regulations.
10. **Regulations, Orders and Conditions:** Contractor and its subcontractors shall comply with all applicable, state, federal, and local laws, regulations, rules, or any other sources of authority, including, but not limited to, court orders, administrative rulings, the regulations in WAC 173-308 and 40 CFR Part 503, the conditions of the City's Coverage under the Washington State General Biosolids Permit, and the conditions of any applicable beneficial use permit, and so forth.
11. **Business License:** Contractor and all subcontractors shall obtain the appropriate business license from the City of Tenino in compliance with Tenino Municipal Code.
12. **Evidence of each subcontractor's enrollment in E-Verify shall be submitted to the City within 3-days of the contractor executing a contract with the subcontractor. Contractors and subcontractors shall submit an E-Verify Compliance Declaration along with their evidence of enrollment in the E-Verify program.**

Failure to enroll in the E-Verify program shall render the contractor ineligible for award of the contract. Failure of a subcontractor to enroll in the E-Verify program shall render them ineligible for the subcontract. Failure to verify new employees shall result in the contractor or subcontractor being ineligible for award of future contract until the contractor or subcontractor complies with the City's E-Verify requirements. The City has the right to audit the contractor's or subcontractor's records to determine compliance with E-Verify requirements.

Beginning the day after execution of this contract, or the date of execution of a contract with a subcontractor, all new employees performing work on the City contract for the contractor or subcontractor shall be processed through the E-Verify program. Processing of such employees shall begin within 3 business days of their date of hire. Evidence of verification of a new employee shall be retained by the contractor and provided to the City upon request.

13. **Major Change in Circumstances:** If a material change in circumstances occurs, such as, but not limited to, a change in operating costs, applicable law, licensing or permitting requirements, or a change that results from decisions of tribunals, either judicial or administrative, and such change materially impacts the costs of transportation, storage, land application or other aspects of the beneficial use of the City's biosolids, then the Parties may renegotiate the affected provisions in this Contract. The parties shall negotiate in good faith; however, any modifications of this Contract shall occur only by mutual agreement of both parties.

14. **Termination: Termination for Breach or Default.** If either party commits a material breach of or default under this Contract, then the Non-Breaching Party may give the Breaching Party written notice of the breach or default (including a statement of the facts relating to the breach or default and the provisions of this Contract that are applicable to such breach or default.) If the Breaching Party fails to cure the specified breach or default within thirty (10) days after receipt of such notice (or such later date as may be specified in such notice), then the Non-Breaching Party may elect to immediately terminate this Contract. If the City or Contractor purports to terminate or cancel all or any part of this Contract for the other Party's breach or default when the other Party is not in breach or default that would permit such termination or cancellation, such termination or cancellation shall be deemed to have been a Termination Without Cause by the City or Contractor, as the case may be, and the rights of the Parties shall be determined accordingly.
15. **Governing Law:** The obligations of each Party under this Contract shall in all respects, including all matters of construction, validity and performance, be governed by and construed in accordance with the laws of the State of Washington, without reference to any rules governing conflict of laws, except to the extent such laws may be preempted by the laws of the United States of America.
16. **Venue:** The venue for any action that arises from or out of this Contract shall be the Thurston County Superior Court.
17. **Severability:** The invalidity or unenforceability of any provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted, unless such invalidity or unenforceability destroys the purpose and intent of this Contract.
18. **Independent Contractor, No Partnership:** As between Contractor and City, Contractor shall maintain full and complete control and responsibility for its services and the performance thereof; provided, however, the services contemplated herein shall be subject to the City's general rights of direction and must be approved in advance by the City. Notwithstanding the foregoing, the Contractor, acknowledges and agrees that it is dealing with the City as an independent contractor. Nothing contained in this Contract shall be interpreted as constituting either Party as the joint venture, agent, employee, franchisee or partner of the other Party or as conferring upon either Party the power of authority to bind the other Party in any transaction with third parties. Employees or subcontractors of the Contractor are not employees of the City and such employees are not entitled to any of the benefits the City provides to its employees. Contractor shall be solely and entirely responsible for the acts of its employees during the performance of this Contract and shall provide at its sole expense all materials, equipment and facilities, and other necessities to perform its duties under this Contract, unless otherwise specified in writing. All rights and obligations of the Parties under this Contract are intended to be several, not joint or collective, and neither Party shall be jointly or severally liable for the acts, omissions or obligations under this Contract of the other Party.
19. **Subcontracting and Prohibition Against Redistribution:** Contractor may not subcontract or delegate performance of its services hereunder to any entity, including any Contractor subsidiary company, without written authorization and approval of the City. Contractor shall require all recipients of biosolids products from Contractor to enter into an "Agreement for Beneficial Reuse of Biosolids" which shall limit the use of such biosolids to the land of the recipient and prohibit redistribution thereof without prior written consent from both the Contractor and the City.
20. **Non-Waiver:** A party's failure to strictly enforce its rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

21.No Third Party Beneficiary: This Contract is entered into solely for the benefit of the parties hereto. This Contract shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Contract.

22. Assignment: Neither Party shall voluntarily assign or otherwise transfer any of its rights, interests or obligations in, to or under this Contract without the prior written consent of the other Party.

23. Cumulative Rights: The rights and remedies of each Party set forth in any provision of this Contract are in addition to and do not in any way limit any other rights or remedies afforded to such Party by law.

24. Survival: The obligations of the Parties under the provisions of this Contract that may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Contract shall survive the completion, termination or cancellation of this Contract.

25. Entire contract, Amendment: This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties with respect to such subject matter. No amendment or modification of any provision of this Contract shall be valid unless set forth in a written amendment to this Contract. This Contract may be amended only with the express written consent of both of the Parties and no provision of this Contract shall be varied or contradicted by any oral agreement, course of dealing or performance or any other matter not set forth hereafter in a written Contract signed by both of the Parties.

26. Counterparts: This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

DATED this \_\_\_\_\_ day of July, 2020.

FOR THE CITY:

FOR THE CONTRACTOR:

\_\_\_\_\_  
Wayne Fournier  
Mayor

\_\_\_\_\_  
Eric Thwaites  
Chief Operations Officer

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
John Millard, Clerk/Treasurer

\_\_\_\_\_  
Richard L. Hughes, City Attorney

**File Attachments for Item:**

16. After conducting two Public Hearings on the subject, Resolution 2020-03 would adopt Director Cannon's recommendations for the years 2020-2026 as the City's Six Year Street Plan.

**Recommended action:** Move to adopt Resolution 2020-03 as presented.

## RESOLUTION 2020-03

### A RESOLUTION OF THE CITY OF TENINO, WASHINGTON ADOPTING THE 2021-2026 SIX-YEAR STREET PLAN PURSUANT TO REVISED CODE OF WASHINGTON § 35.77.010

**WHEREAS**, the City duly adopted a new Transportation Plan on December 13, 2016; and

**WHEREAS**, the City's Director of Public Works submitted his recommendation for updating said Transportation Plan with the City's Six-Year Street Plan during a regularly scheduled meeting of the City Council of the City of Tenino, Washington, on June 9, 2020; and

**WHEREAS**, the City Council conducted Public Hearings on this matter during regularly scheduled meetings of the Tenino City Council on June 23 and July 14, 2020;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO WASHINGTON**, as follows:

**Section 1.** Exhibit A is attached hereto, made part hereof, and incorporated herein by reference. Together, this document constitutes the City of Tenino's 2021-2026 Six Year Street Plan.

**Section 2.** This Resolution, together with Exhibit A, shall be filed with the Director of Highways of the State of Washington with all possible speed.

**Section 3.** The Tenino Planning Commission shall consider this Resolution during any process aimed at amending the City's current Comprehensive Plan.

ADOPTED by the City Council at a regularly scheduled meeting this 14<sup>th</sup> day of July, 2019.

---

Wayne Fournier, Mayor

ATTEST:

---

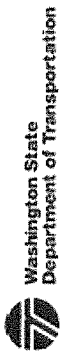
John C. Millard, Clerk/Treasurer

Approved as to form:

---

Richard L. Hughes, City Attorney

# Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino  
 County: Thurston  
 MPO/RTPO: TRPC

N Outside

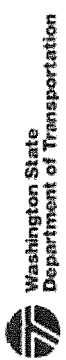
Y Inside

|                                                                                                                                                                                                                |    |                 |  |                             |  |          |  |         |  |           |  |                |         |                  |    |               |  |              |  |                    |  |             |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------|--|-----------------------------|--|----------|--|---------|--|-----------|--|----------------|---------|------------------|----|---------------|--|--------------|--|--------------------|--|-------------|----|
| Functional Class                                                                                                                                                                                               | 09 | Priority Number |  | B. STIP ID                  |  | Hearing  |  | Adopted |  | Amendment |  | Resolution No. | 2018-07 | Improvement Type | 05 | Utility Codes |  | Total Length |  | Environmental Type |  | RW Required | No |
| A. PIN/Project No.<br>C. Project Title<br>D. Road Name or Number<br>E. Begin & End Termini<br>F. Project Description<br>5th Street<br>5th Street<br>Park St to Wichman St<br>Widen, install drainage, chipseal |    |                 |  | G. Structure ID<br>WA-10001 |  | 06/72/18 |  |         |  |           |  |                |         |                  |    |               |  |              |  |                    |  |             |    |

Error: Subreport could not be shown.

| Expenditure Schedule |     |     |     |     |           |
|----------------------|-----|-----|-----|-----|-----------|
| Phase                | 1st | 2nd | 3rd | 4th | 5th & 6th |
| Totals               | 0   | 0   | 0   | 0   | 0         |

# Six Year Transportation Improvement Program From 2021 to 2026



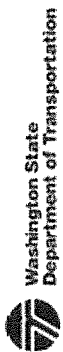
Agency: Tenino  
 County: Thurston  
 MPO/RTPO: TRPC

Y Inside                      N Outside

|                  |    |                                                                                                                                                                                                  |         |          |         |           |                |         |                  |    |               |              |       |                    |     |             |    |
|------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|---------|-----------|----------------|---------|------------------|----|---------------|--------------|-------|--------------------|-----|-------------|----|
| Functional Class | 06 | A. PIN/Project No.<br>B. STIP ID<br>C. Project Title<br>D. Road Name or Number<br>E. Begin & End Termini<br>F. Project Description<br>G. Structure ID<br>WA-10002<br>H. Structure ID<br>WA-10002 | Hearing | 06/12/16 | Adopted | Amendment | Resolution No. | 2018-07 | Improvement Type | 04 | Utility Codes | Total Length | 0.100 | Environmental Type | EIS | RW Required | No |
|                  |    | Eureka Street S<br>Old Hwy 99<br>Sussex Ave E to Park Ave E<br>Widen, repair, chipseal, safety improvements as needed.                                                                           |         |          |         |           |                |         |                  |    |               |              |       |                    |     |             |    |

| Funding |       |                         |                   |               |             |             |             |
|---------|-------|-------------------------|-------------------|---------------|-------------|-------------|-------------|
| Status  | Phase | Phase Start Year (YYYY) | Federal Fund Code | Federal Funds | State Funds | Local Funds | Total Funds |
| P       | ALL   | 2023                    | STP(US)           | 35,000        | 0           | 0           | 35,000      |
| Totals  |       |                         |                   | 35,000        | 0           | 0           | 35,000      |

| Expenditure Schedule |     |     |     |     |           |
|----------------------|-----|-----|-----|-----|-----------|
| Phase                | 1st | 2nd | 3rd | 4th | 5th & 6th |
| Totals               | 0   | 0   | 0   | 0   | 0         |



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Tenino  
 County: Thurston  
 MPO/RTPO: TRPC

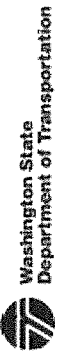
Y Inside

N Outside

|                  |    |                 |  |                        |                                                            |          |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |
|------------------|----|-----------------|--|------------------------|------------------------------------------------------------|----------|--|---------|--|-----------|--|----------------|---------|------------------|----|---------------|--|--------------|-------|--------------------|--|-------------|----|
| Functional Class | 09 | Priority Number |  | B. STIP ID             |                                                            | Hearing  |  | Adopted |  | Amendment |  | Resolution No. | 2018-07 | Improvement Type | 05 | Utility Codes |  | Total Length | 0.100 | Environmental Type |  | RW Required | No |
|                  |    |                 |  | G. Structure ID        | WA-10003                                                   | 06/12/18 |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  | A. PIN/Project No.     |                                                            |          |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  | C. Project Title       |                                                            |          |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  | D. Road Name or Number |                                                            |          |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  | E. Begin & End Termini |                                                            |          |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  | F. Project Description |                                                            |          |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  |                        | Frost St                                                   |          |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  |                        | Frost St                                                   |          |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  |                        | Park Ave to Sussex Ave                                     |          |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  |                        | Repair, widen, chipseal, and safety improvements as needed |          |  |         |  |           |  |                |         |                  |    |               |  |              |       |                    |  |             |    |

Error: Subreport could not be shown.

| Expenditure Schedule |     |     |     |     |           |
|----------------------|-----|-----|-----|-----|-----------|
| Phase                | 1st | 2nd | 3rd | 4th | 5th & 6th |
|                      | 0   | 0   | 0   | 0   | 0         |
| Totals               | 0   | 0   | 0   | 0   | 0         |



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Tenino  
 County: Thurston  
 MPO/RTPO: TRPC

Y Inside

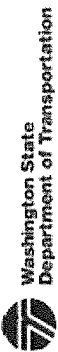
N Outside

|                  |    |                 |  |                                                                                                                      |                                   |          |         |           |                |                  |               |              |                    |             |
|------------------|----|-----------------|--|----------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|---------|-----------|----------------|------------------|---------------|--------------|--------------------|-------------|
| Functional Class | 09 | Priority Number |  | A. PIN/Project No.<br>C. Project Title<br>D. Road Name or Number<br>E. Begin & End Termini<br>F. Project Description | B. STIP ID<br><br>G. Structure ID | Hearing  | Adopted | Amendment | Resolution No. | Improvement Type | Utility Codes | Total Length | Environmental Type | RW Required |
|                  |    |                 |  | McClellan St<br>McClellan St<br>Sussex Ave W to Wichman St S<br>widen, install drainage, and chipseal                | WA-09997                          | 06/12/18 |         |           | 2018-07        | 05               |               | 0.210        |                    | No          |

| Funding |   | Phase | Phase Start Year (YYYY) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds |
|---------|---|-------|-------------------------|-------------------|---------------|-----------------|-------------|-------------|-------------|
| Status  | P | ALL   | 2023                    | TIB               | 0             | TIB             | 45,000      | 28,500      | 73,500      |
| Totals  |   |       |                         |                   | 0             |                 | 45,000      | 28,500      | 73,500      |

| Expenditure Schedule |  | 1st | 2nd | 3rd | 4th | 5th & 6th |
|----------------------|--|-----|-----|-----|-----|-----------|
| Phase                |  | 0   | 0   | 0   | 0   | 0         |
| Totals               |  | 0   | 0   | 0   | 0   | 0         |

# Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino  
 County: Thurston  
 MPO/RTPO: TRPC

N Outside

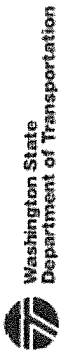
Y Inside

|                  |    |                 |  |                                                                                                                              |                               |          |         |           |                |                  |               |              |                    |             |
|------------------|----|-----------------|--|------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------|---------|-----------|----------------|------------------|---------------|--------------|--------------------|-------------|
| Functional Class | 09 | Priority Number |  | A. PIN/Project No.<br>C. Project Title<br>D. Road Name or Number<br>E. Begin & End Termini<br>F. Project Description         | B. STIP ID<br>G. Structure ID | Hearing  | Adopted | Amendment | Resolution No. | Improvement Type | Utility Codes | Total Length | Environmental Type | RW Required |
|                  |    |                 |  | Morning Side Dr<br>Morning Side Dr<br>McClellan St to Morning Side Dr<br>Repair, chipseal, and safety improvements as needed | WA-10004                      | 06/12/18 |         |           | 2018-07        | 05               |               | 0.050        |                    | No          |

| Funding |       |                         |                   |               |             |             |
|---------|-------|-------------------------|-------------------|---------------|-------------|-------------|
| Status  | Phase | Phase Start Year (YYYY) | Federal Fund Code | Federal Funds | State Funds | Total Funds |
| P       | ALL   | 2024                    |                   | 0             | 0           | 0           |
| Totals  |       |                         |                   | 0             | 0           | 0           |
|         |       |                         |                   | 17,500        | 17,500      | 17,500      |

| Expenditure Schedule |     |     |     |     |           |
|----------------------|-----|-----|-----|-----|-----------|
| Phase                | 1st | 2nd | 3rd | 4th | 5th & 6th |
| Totals               | 0   | 0   | 0   | 0   | 0         |

# Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino  
 County: Thurston  
 MPO/RTPO: TRPC

Y Inside

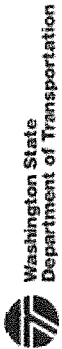
N Outside

|                  |    |                                                                                                                       |                               |          |         |           |                |                  |               |              |                    |             |
|------------------|----|-----------------------------------------------------------------------------------------------------------------------|-------------------------------|----------|---------|-----------|----------------|------------------|---------------|--------------|--------------------|-------------|
| Functional Class | 09 | A. PIN/Project No.<br>C. Project Title<br>D. Road Name or Number<br>E. Begin & End Terminal<br>F. Project Description | B. STIP ID<br>G. Structure ID | Hearing  | Adopted | Amendment | Resolution No. | Improvement Type | Utility Codes | Total Length | Environmental Type | RW Required |
|                  |    | O'Brien St<br>O'Brien St<br>Park Ave to Sussex Ave<br>Repair, widen, chipseal, and safety improvements as needed      | WA-10000                      | 06/12/18 |         |           | 2018-07        | 05               |               | 0.150        |                    | No          |

| Funding | Status | Phase | Phase Start Year (YYYY) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds |
|---------|--------|-------|-------------------------|-------------------|---------------|-----------------|-------------|-------------|-------------|
|         |        |       |                         |                   |               |                 |             |             |             |
| P       |        | ALL   | 2021                    |                   | 0             |                 | 0           | 0           | 52,500      |
|         |        |       |                         | Totals            | 0             |                 | 0           | 0           | 52,500      |

| Expenditure Schedule | Phase  | 1st | 2nd | 3rd | 4th | 5th & 6th | Totals |
|----------------------|--------|-----|-----|-----|-----|-----------|--------|
|                      |        |     |     |     |     |           |        |
|                      |        |     |     |     |     |           |        |
|                      | Totals | 0   | 0   | 0   | 0   | 0         | 0      |

# Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino  
County: Thurston  
MPO/RTPO: TRPC

N Outside

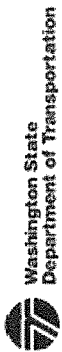
Y Inside

|                  |    |                 |  |                                                                                                                                                |                 |          |         |           |                |                  |               |              |                    |             |
|------------------|----|-----------------|--|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------|---------|-----------|----------------|------------------|---------------|--------------|--------------------|-------------|
| Functional Class | 06 | Priority Number |  | A. PIN/Project No.<br>B. STIP ID<br>C. Project Title<br>D. Road Name or Number<br>E. Begin & End Termini<br>F. Project Description             | G. Structure ID | Hearing  | Adopted | Amendment | Resolution No. | Improvement Type | Utility Codes | Total Length | Environmental Type | RW Required |
|                  |    |                 |  | Old Hwy 99 West<br>Old Hwy 99<br>Hwy 507 to Mimma Acres Dr SE<br>3" asphalt grind, asphalt overlay using HMA that contained reinforcing fibers | WA-09995        | 06/12/18 |         |           | 2018-07        | 04               |               | 1.500        |                    | No          |

| Funding |     | Phase | Phase Start Year (YYYY) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds |
|---------|-----|-------|-------------------------|-------------------|---------------|-----------------|-------------|-------------|-------------|
| P       | ALL | 2022  |                         | T1B               | 0             |                 | 500,000     | 53,000      | 553,000     |
| Totals  |     |       |                         |                   | 0             |                 | 500,000     | 53,000      | 553,000     |

| Expenditure Schedule |  | 1st | 2nd | 3rd | 4th | 5th & 6th |
|----------------------|--|-----|-----|-----|-----|-----------|
| Phase                |  | 0   | 0   | 0   | 0   | 0         |
| Totals               |  | 0   | 0   | 0   | 0   | 0         |

# Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino  
 County: Thurston  
 MPO/RTPO: TRPC

N Outside

Y Inside

|                  |    |                 |  |                                                                                                                      |                               |          |         |           |                |                  |               |              |                    |             |
|------------------|----|-----------------|--|----------------------------------------------------------------------------------------------------------------------|-------------------------------|----------|---------|-----------|----------------|------------------|---------------|--------------|--------------------|-------------|
| Functional Class | 06 | Priority Number |  | A. PIN/Project No.<br>C. Project Title<br>D. Road Name or Number<br>E. Begin & End Termini<br>F. Project Description | B. STIP ID<br>G. Structure ID | Hearing  | Adopted | Amendment | Resolution No. | Improvement Type | Utility Codes | Total Length | Environmental Type | RW Required |
|                  |    |                 |  | Old Military Road<br>Old Military Road<br>Sussex St E to Old Military Road<br>crack seal, and chipseal               | WA-09998                      | 06/12/18 |         |           | 2018-07        | 05               |               | 0.500        |                    | No          |

| Funding |   | Phase | Phase Start Year (YYYY) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds |
|---------|---|-------|-------------------------|-------------------|---------------|-----------------|-------------|-------------|-------------|
| Status  | P | ALL   | 2024                    | TIB               | 0             | TIB             | 100,000     | 75,000      | 175,000     |
| Totals  |   |       |                         |                   | 0             |                 | 100,000     | 75,000      | 175,000     |

| Expenditure Schedule |  | 1st | 2nd | 3rd | 4th | 5th & 6th |
|----------------------|--|-----|-----|-----|-----|-----------|
| Phase                |  | 0   | 0   | 0   | 0   | 0         |
| Totals               |  | 0   | 0   | 0   | 0   | 0         |

# Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino  
 County: Thurston  
 MPO/RTPO: TRPC

Y Inside

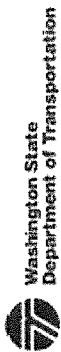
N Outside

|                  |    |                 |  |                                                                                                                      |                               |          |         |           |                |                  |               |              |                    |             |
|------------------|----|-----------------|--|----------------------------------------------------------------------------------------------------------------------|-------------------------------|----------|---------|-----------|----------------|------------------|---------------|--------------|--------------------|-------------|
| Functional Class | 07 | Priority Number |  | A. PIN/Project No.<br>C. Project Title<br>D. Road Name or Number<br>E. Begin & End Termini<br>F. Project Description | B. STIP ID<br>G. Structure ID | Hearing  | Adopted | Amendment | Resolution No. | Improvement Type | Utility Codes | Total Length | Environmental Type | RW Required |
|                  |    |                 |  | Park Ave West<br>Park Ave<br>Howard St to 6th St<br>Widen, install drainage, and chipseal                            | WA-09999                      | 06/12/18 |         |           | 2018-07        | 04               |               | 0.430        |                    | No          |

| Funding |   | Phase | Phase Start Year (YYYY) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds |
|---------|---|-------|-------------------------|-------------------|---------------|-----------------|-------------|-------------|-------------|
| Status  | P | ALL   | 2021                    | TIB               | 0             | TIB             | 112,500     | 38,000      | 150,500     |
| Totals  |   |       |                         |                   | 0             |                 | 112,500     | 38,000      | 150,500     |

| Expenditure Schedule |  | 1st | 2nd | 3rd | 4th | 5th & 6th |
|----------------------|--|-----|-----|-----|-----|-----------|
| Phase                |  | 0   | 0   | 0   | 0   | 0         |
| Totals               |  | 0   | 0   | 0   | 0   | 0         |

# Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino  
County: Thurston  
MPO/RTPO: TRPC

Y Inside

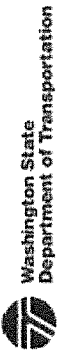
N Outside

|                  |    |                 |  |                                                                                                                      |                               |          |         |           |                |                  |               |              |                    |             |
|------------------|----|-----------------|--|----------------------------------------------------------------------------------------------------------------------|-------------------------------|----------|---------|-----------|----------------|------------------|---------------|--------------|--------------------|-------------|
| Functional Class | 09 | Priority Number |  | A. PIN/Project No.<br>C. Project Title<br>D. Road Name or Number<br>E. Begin & End Termini<br>F. Project Description | B. STIP ID<br>G. Structure ID | Hearing  | Adopted | Amendment | Resolution No. | Improvement Type | Utility Codes | Total Length | Environmental Type | RW Required |
|                  |    |                 |  | Ritter St<br>Ritter St<br>Sussex Ave W to Park Ave W<br>Widen, install drainage, chipseal                            | WA-09996                      | 06/12/18 |         |           | 2018-07        | 04               |               | 0.250        |                    | No          |

| Funding |     | Phase | Phase Start Year (YYYY) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds |
|---------|-----|-------|-------------------------|-------------------|---------------|-----------------|-------------|-------------|-------------|
| P       | ALL | 2023  | TIB                     | 0                 | 70,500        | 17,000          | 87,500      |             | 87,500      |
| Totals  |     |       |                         | 0                 | 70,500        | 17,000          | 87,500      |             | 87,500      |

| Expenditure Schedule |  | 1st | 2nd | 3rd | 4th | 5th & 6th |
|----------------------|--|-----|-----|-----|-----|-----------|
| Phase                |  | 0   | 0   | 0   | 0   | 0         |
| Totals               |  | 0   | 0   | 0   | 0   | 0         |

# Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino  
 County: Thurston  
 MPO/RTPO: TRPC

N Outside

Y Inside

|                  |    |                 |  |                        |                                                                                                                                                                                                                                                |         |  |         |  |           |  |                |  |                  |    |               |  |              |       |                    |  |             |    |
|------------------|----|-----------------|--|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--|---------|--|-----------|--|----------------|--|------------------|----|---------------|--|--------------|-------|--------------------|--|-------------|----|
| Functional Class | 02 | Priority Number |  | B. STIP ID             |                                                                                                                                                                                                                                                | Hearing |  | Adopted |  | Amendment |  | Resolution No. |  | Improvement Type | 21 | Utility Codes |  | Total Length | 0.100 | Environmental Type |  | RW Required | No |
|                  |    |                 |  | G. Structure ID        | WA-11428                                                                                                                                                                                                                                       |         |  |         |  |           |  |                |  |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  | A. PIN/Project No.     |                                                                                                                                                                                                                                                |         |  |         |  |           |  |                |  |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  | C. Project Title       |                                                                                                                                                                                                                                                |         |  |         |  |           |  |                |  |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  | D. Road Name or Number |                                                                                                                                                                                                                                                |         |  |         |  |           |  |                |  |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  | E. Begin & End Termini |                                                                                                                                                                                                                                                |         |  |         |  |           |  |                |  |                  |    |               |  |              |       |                    |  |             |    |
|                  |    |                 |  | F. Project Description | Sussex Crossing Improvements II<br>Sussex Avenue<br>Hodgden St N to NA<br>Installation of high visibility pedestrian crossing devices on the northwest and southwest corners of the intersection of Sussex Avenue (SR-507) and Hodgden Street. |         |  |         |  |           |  |                |  |                  |    |               |  |              |       |                    |  |             |    |

Error: Subreport could not be shown.

| Expenditure Schedule | Grand Totals for Tenino |     |     |     |           | Federal Funds | State Funds | Local Funds | Total Funds |
|----------------------|-------------------------|-----|-----|-----|-----------|---------------|-------------|-------------|-------------|
|                      | 1st                     | 2nd | 3rd | 4th | 5th & 6th |               |             |             |             |
| Phase                | 0                       | 0   | 0   | 0   | 0         | 35,000        | 828,000     | 281,500     | 1,144,500   |
| Totals               | 0                       | 0   | 0   | 0   | 0         | 35,000        | 828,000     | 281,500     | 1,144,500   |

**File Attachments for Item:**

17. The first reading of Ordinance 913, Comcast Franchise Agreement, occurred during the Regular Tenino City Council Meeting on June 23, 2020. This Ordinance will adopt a revised Franchise Agreement between the City and Comcast Cable Company. Under the terms of this agreement, the requirements for insurance coverage acceptable to our Risk Pool was upgraded, as was the formula for assessment of Franchise Fees, and the requirement to provide free internet service to both the City and the Tenino School District was eliminated.

**Recommended action:** Move to approve as the second reading and to adopt Ordinance 913 as presented.

## ORDINANCE 913

**AN ORDINANCE of the City of Tenino, a Washington municipal corporation, granting Comcast Cable Communications, LLC, the successor in interest to Comcast, its successors and assigns, lessees, and agents, the non-exclusive right, privilege, and authority, to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for the purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.**

**WHEREAS**, the current franchise agreement was duly entered into on February 3, 2011; and

**WHEREAS**, the City Council of the City of Tenino desires to continue the franchise;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, DO ORDAIN AS FOLLOWS:**

### Section 1 – Definitions.

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

- 1.1 "Cable Services" shall mean (1) the one-way transmission to Customers of (a) video programming, or (b) other programming service, and (2) Customer interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 1.2 "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided within the Franchise Area.
- 1.3 "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.
- 1.4 "Effective Date" means the date on which all persons necessary to sign this Franchise in order for it to be binding on both parties have executed this Franchise as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

- 1.5 "FCC" means the Federal Communications Commission, or successor governmental entity thereto.
- 1.6 "Franchise" shall mean this document and any amendments or modifications hereto.
- 1.7 "Franchise Area" means the area within the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.
- 1.8 "City" means the City of Tenino or the lawful successor, transferee, designee, or assignee thereof.
- 1.9 "Grantee" shall mean Comcast Cable Communications, LLC.
- 1.10 "Gross Revenue" means the revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly basic, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority.
- 1.11 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.
- 1.12 "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

## **Section 2 – Grant of Authority.**

- 2.1 The City hereby grants to the Grantee under the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
- 2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Grantee reserves the right to challenge provisions of any ordinance which conflict with its contractual rights, either now or in the future. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the City.
- 2.3 Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise and the Cable Act.
- 2.4 Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.
- 2.5 Reservation of Authority. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.
- 2.6 Grant of Other Franchises.
- 2.6.1 The Grantee acknowledges and agrees that the Grantor reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, the Grantor agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of the Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent.

"Material terms and conditions" include but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; public, education and government Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the Grantor which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the Grantor agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by Grantor and Grantee.

- 2.6.2 In the event an application for a new cable television franchise is filed with the Grantor proposing to serve the Franchise Area, in whole or in part, the Grantor shall provide notice of such application.
- 2.6.3 In the event that a wireline multichannel video programming distributor provides video service to the residents of the Grantor under the authority granted by federal or State legislation or other regulatory entity, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Grantor shall not unreasonably withhold consent to the Grantee's petition.
- 2.7 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.
- 2.8 The Grantee and the City agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the City, the Grantee and the City may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall

not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or the Grantee.

**Section 3 – Construction and Maintenance of the Cable System.**

- 3.1 Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe manner using materials that meet or exceed industry standards. All facilities, poles, conduits, cables, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be located so as to minimize interference with the designated use of the Public Ways at the time of Cable System facilities installation.
- 3.2 Conditions on Occupancy of Public Ways.
- 3.2.1 Relocation at request of City. Upon thirty (30) days prior written notice to Grantee, City shall have the right to require Grantee to relocate any part of Grantee's Cable System within the Public Ways when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such facilities by the date established by City, City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by City due to Grantee's delay. If City requires Grantee to relocate its facilities located within the Public Ways, City shall make a reasonable effort to provide Grantee with an alternate location within the Public Ways. This Section does not apply to overhead to underground conversions, see Section 3.2.6 "Aerial and Underground Construction". If public funds are available to any Person using such Public Ways for the purpose of defraying the cost of any of the foregoing, the City shall upon written request of the Grantee make application for such funds on behalf of the Grantee.
- 3.2.2 Temporary Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its facilities to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its facilities, and such charge may be required to be paid in advance of the movement of its wires or cables; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

- 3.2.3 Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.
- 3.2.4 Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent accidents that may cause damage or injuries. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Public Ways.
- 3.2.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority, after notifying the Public Works Director, to trim trees or other natural growth interfering with, damaging, or restricting access to, any of its Cable System facilities in the Public Ways. All such trimming and the cleanup thereof, shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.
- 3.2.6 Aerial and Underground Construction. If all of the transmission and distribution facilities of all of the respective wireline service providers in any given area within the Franchise Area are underground, the Grantee shall place its Cable Systems' distribution cables underground; provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of any of the respective wireline service providers are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground. When constructing aerially, Grantee shall use existing poles whenever possible, unless the setting of new poles is necessary for road clearance. In areas where a wireline service providers wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, fiber splices, nodes, pedestals, or other related equipment.

3.2.6.1 In the event of a City driven facilities relocations project that require conversion of overhead facilities to underground, such as projects that may include, but not be limited to: road widening, surface grade changes, sidewalk installation, or beautification, Grantee agrees to bear the costs of converting Grantee's cable system from an overhead system to an underground system as follows:

- A. Utility Trench and Vault/Pedestal Engineering -- To ensure proper space and availability in the supplied joint trench, Grantee shall only pay for the work hours necessary to complete cable system related engineering coordination with the other utilities involved in the project.
- B. Conduit and Vaults/Pedestals Placement -- Grantee shall only pay for the direct cost of labor and materials it takes to place its conduits and vaults/pedestals in the supplied joint trench and/or solo cable trench as follows:
  - 1. If the City contractor is completing this task, Grantee shall only pay the direct costs in accordance with Grantee's approved labor and materials exhibits at the time of the project.
  - 2. If the direct costs of Grantee's approved labor and materials exhibits are not agreeable to the City or it's contractor, Grantee shall have the option to hire their own contractor(s) to complete the work in accordance with Grantee's approved labor and materials exhibits at the time of the project.
  - 3. If Grantee chooses option (2), the City and it's contractor(s) are responsible to coordinate with Grantee's contractor(s) to provide reasonable notice and time to complete the placement of Grantees conduits and vaults/pedestals in the supplied joint trench.
- C. Within the conversion area, Grantee shall not be responsible for any on-site coordination and performance of traffic control, trenching, backfill, and restoration, unless it is work related to solo cable trench. In those areas, Grantee shall pay the direct cost of labor and materials in accordance with the provisions listed in item B above.

- 3.2.6.2 In the event of a Local Improvement District (LID) project that requires relocation of Grantees facilities, Grantee shall be reimbursed by the LID finding for all expenses incurred as a result of the project.
- 3.2.6.3 The Grantee shall, upon reasonable prior written request of any Person, relocate its wires or cables underground; provided (i) the Grantee may impose a charge for all time and material costs associated with the project on any Person for the relocation of its facilities, and such charge may be required to be paid in advance of the relocation of its wires or cables, and (ii) Grantee is granted a permit for such work by the City.
- 3.2.6.4 In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new subdivision and/or planned development, the developer shall be responsible for all the time and material costs associated with the conditioned underground conversion of cable facilities. Comcast and/or its authorized contractor are the only agent allowed to complete the reconnection aspects of the conversion.
- 3.2.6.5 The Grantee shall utilize existing poles and conduit wherever possible.

#### **Section 4 – Service Obligations.**

- 4.1 General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per strand mile in areas served by overhead facilities and sixty (60) dwelling units per strand mile in areas served by underground facilities. Subject to the density requirement, Grantee shall offer Cable Service at standard installation rates to all new homes or previously unserved homes located within one-hundred twenty five (125) aerial feet of the Grantee's aerial distribution cable, or within sixty (60) underground trench feet of either aerial or underground distribution facilities.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be that portion of the installation that exceeds the standards set forth above.

- 4.2 Programming. The Grantee shall offer to all Customers a diversity of video programming services.

- 4.3 No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial, and other business obligations to the Grantee are satisfied. Grantee shall not however be required to continue service to a customer who is verbally or physically abusive, harassing, or threatening to Grantee or any of its employees, agents, representatives, contractors, subcontractors, or consultants. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.
- 4.4 New Developments. The City shall provide the Grantee with written notice of the issuance of formal approvals for new subdivisions and/or planned developments within the Franchise Area requiring underground installation and/or conversion of cable facilities as part of the approval condition(s). The City agrees to require the developer, as a condition of issuing land use and building permits, to give the Grantee access to all open trenches for deployment of cable facilities throughout the development and at least ten (10) business days written notice of the date of availability of open trenches. Grantee will complete the required work within a reasonable amount of time, contingent upon applying for and being awarded City permits and easements. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its installation of cable facilities within the development. For conversion of cable facilities as part of the street improvement condition(s), see Section 3.2.6 "Aerial and Underground Construction."
- 4.5 Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

#### **Section 5 – Fees and Charges to Customers.**

- 5.1 All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

**Section 6 – Customer Service Standards; Customer Bills; and Privacy Protection.**

- 6.1 Customer Service Standards. The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.
- 6.2 Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).
- 6.3 Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

**Section 7 – Oversight and Regulation by City.**

- 7.1 Franchise Fees. The Grantee shall pay to the City a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on quarterly basis and shall be due forty-five (45) days after the close of each quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.
- 7.2 Franchise Fees Subject to Audit.
- 7.2.1 Upon reasonable prior written notice, during normal business hours, at Grantee's principal business office, the City shall have the right to inspect the Grantee's financial records used to calculate the City's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the City receives such payment, after which period any such payment shall be considered final.
- 7.2.2 Upon the completion of any such audit by the City, the City shall provide to the Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting

the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section (7.2), the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the City by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

- 7.2.3 Any "Finally Settled Amount(s)" due to the City as a result of such audit shall be paid to the City by the Grantee within forty-five (45) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the City shall have no further rights to audit or challenge the payment for that period. The City shall bear the expense of its audit of the Grantee's books and records.
- 7.3 Oversight of Franchise. In accordance with applicable law, the City shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Public Ways, as necessary to monitor Grantee's compliance with the provisions of this Franchise.
- 7.4 Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The City shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC's rules.
- 7.5 Maintenance of Books, Records, and Files.
- 7.5.1 Books and Records. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters

that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of three (3) years.

- 7.5.2. File for Public Inspection. Throughout the term of this Franchise, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.
- 7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature unless required by law. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise and who agree to maintain the confidentiality of all such information, to the extent allowed by law. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. In the event that the City receives a request under a state "sunshine," public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall promptly notify Grantee of such request and provide Grantee with a minimum of 10 business days within which Grantee may seek an injunction to prohibit the City's disclosure of the requested record. It shall not be a violation of this Agreement for the City to disclose Grantee's proprietary or confidential information pursuant to court order or in compliance with time limits prescribed under State law, should Grantee fail to obtain an injunction as described above.

### **Section 8 – Transfer or Change of Control of Cable System or Franchise.**

- 8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure

indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

### **Section 9 – Insurance and Indemnity**

- 9.1. Insurance. The Grantee shall obtain at the Grantee's cost and maintain in full force and effect during the term of the contract, insurance to meet the following. All carriers (except Workers Compensation) shall have a minimum A.M. Best rating of 'A -' VII or better (or issued as a surplus line by a Washington Surplus lines broker).
- 9.2 The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington. The General Liability and the Automobile Liability coverages shall name the City, its officers and employees, as additional insureds by endorsement or blanket policy language under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance maintained by the City with respect to losses for which Grantee is responsible hereunder. The City does not waive its right to subrogation against the Grantee. The Grantee will give or cause its broker to give the City, 30-days advance notice of any insurance cancellation.
- 9.3 The Grantee shall submit to the City, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. Grantee shall submit renewal certificates as appropriate during the term of the contract.
- 9.4 If any insurance policy is written on a "Claims Made" form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is Claims Made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Grantee shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Grantee shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.
- 9.5 The insurance policies shall contain a "cross liability" provision with respect to each additional insured.
- 9.6 SUBCONTRACTORS. The Grantee is responsible for ensuring that each sub-contractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Grantee. Upon request of the City, the Grantee shall provide evidence of such insurance.

9.7 NO LIMITATION. Grantee's maintenance of insurance as required by the agreement shall not be construed to limit or otherwise alter the liability of the Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

9.8 MINIMUM SCOPE OF INSURANCE. The Grantee shall obtain insurance at no cost to the City of the types described below:

9.8.1 Automobile Liability insurance covering 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.

9.8.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. If the Grantee will be conducting excavation or underground operations, then the Commercial General Liability insurance shall be endorsed for the Grantee's liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy, and Umbrella policy, with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Grantee may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

9.8.3 Employers Liability coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Grantee's General Liability Coverage or as a stand-alone policy.

9.8.4 Workers' Compensation: The Grantee shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Grantee or any sub-Contractor or employee of the Grantee, which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Grantee; the Grantee shall indemnify the City and guarantee payment of such amounts.

9.9 MINIMUM AMOUNTS OF INSURANCE. Grantee shall maintain at least the following insurance limits:

- 9.9.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
- 9.9.2 Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$4,000,000 per project aggregate and a \$2,000,000 products - completed operations aggregate limit.
- 9.9.3 Industrial Insurance Coverage. : The Grantee shall provide or purchase industrial insurance coverage prior to performing work under this contract, with Washington Stop gap Employer's Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Grantee or any sub-Contractor or employee of the Grantee which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Grantee; the Grantee shall indemnify the City and guarantee payment of such amounts.

9.10 OTHER INSURANCE PROVISIONS . The Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain the following:

- 9.10.1 The Grantee's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Grantee's insurance and shall not contribute with it with respect to losses for which the Grantee is responsible hereunder.
- 9.10.2 The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the City, which may be in the form of an email.
- 9.10.3 If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

9.11 GRANTEE'S INSURANCE FOR OTHER LOSSES. The Grantee shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Grantee's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Grantee, or the Grantee's agents, suppliers or Contractors as well as to any temporary structures, scaffolding and protective fences.

- 9.12 VERIFICATION OF COVERAGE. The Grantee shall furnish the City with certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Grantee before commencement of the work.
- 9.13. INDEMNIFICATION. The Grantee shall indemnify, and save the City harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within fifteen (15) business days of receipt of a claim or action pursuant to this Section. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City. The Grantee will be responsible for any damages sustained by its employees to City equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City.
- 9.14 INDEPENDENT STATUS: The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered, or construed, to be the employees or agents of the other party for any purpose whatsoever.

### **Section 10 – System Description and Service**

- 10.1. System Capacity. During the term of this Franchise the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming to its customers in the Franchise Area.

### **Section 11 – Enforcement and Termination of Franchise**

- 11.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.
- 11.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.
- 11.3. Public Hearings. In the event the Grantee fails to respond to the City's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City that is scheduled at a time that is no less than ten

(10) business days therefrom. The City shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

11.4. Enforcement. Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Grantee is in default of any provision of the Franchise, the City may:

11.4.1. Seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

11.4.2. In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked in accordance with the following:

- (i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.
- (ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City "de novo" and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the City.

11.5. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.5.1. In instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area;  
or

11.5.2. Where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

### **Section 12 – Miscellaneous Provisions**

12.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

12.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Tenino  
Attn: City Clerk  
149 S Hodgden, PO Box 4019  
Tenino, WA 98589-4019

To the Grantee:

Comcast Cable Communications, LLC  
 Attn: Franchise Department  
 410 Valley Ave. NW, Ste. 9  
 Puyallup, WA 98371

with a copy to:

Comcast Cable Communications, LLC  
 Attention: Franchise Department  
 15815 25th Avenue West  
 Lynnwood, WA 98087

- 12.3. Entire Franchise. This Franchise, including all Exhibits, embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.
- 12.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.
- 12.5. Governing Law. This Franchise shall be deemed to be executed in the State of Washington, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Washington, as applicable to contracts entered into and performed entirely within the State. Jurisdiction and venue for any legal action filed pursuant to this Agreement shall be the Superior Court in and for Thurston County, or the United States District Court for the Western District of Washington, depending on the nature of the action.

If both parties agree, however, disputes arising out of this agreement may be submitted to mediation prior to litigation. Mediation terms and conditions will be determined by both parties, and each party will be responsible for their own costs of mediation, including attorney's fees, and share the mediation service fee equally. In the event an agreement is not reached at mediation, either party may bring an action to have the dispute resolved in a court of law.

- 12.6. Modification. No provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the

City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

12.7. No Third-Party Beneficiaries. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

12.8. No Waiver of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

**Signed and approved** by the Mayor on this 14<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Wayne Fournier, Mayor

ATTEST:

1<sup>st</sup> Reading: June 23, 2020  
2<sup>nd</sup> Reading: July 14, 2020

\_\_\_\_\_  
John C. Millard, Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard L. Hughes, City Attorney

**File Attachments for Item:**

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



## **City of Tenino**

Honorable Mayor and Town Council

Monthly Report of Wastewater Treatment Plant Operations & Maintenance

**Month:** June 2020

During the month of June, the treatment plant continues to perform optimally, although, the city should invest in replacement filters signs the current filters are beginning to show signs of aging.

### **System Maintenance**

- Regular upkeep, to include a membrane cleaning on MBR #1.
- #2 fine screen is repaired and will be installed after the social distancing order has been lifted.

### **Process Changes**

- Continuing to keep biosolids lagoon decanted to minimal levels so as not to breach the rim in rain events and in preparation for dewatering.

### **Call Outs-Emergencies**

- There were no call outs or emergencies for the month of June.

### **Communications**

- Influent sampling has been suspended by DOE during the COVID-19 outbreak.
- Removal of sludge from the storage lagoon remains the most urgent issue at this facility.

### **Miscellaneous**

#### **Flows**

- Influent total flow = 2.789 MG
- Average daily flow = 0.093 MG
- Max daily flow = 0.100 MG
- Total gallons wasted = 67,500 gallons

## Clerk/Treasurer Council Meeting Report July 14, 2020

### Budget:

- **Current status is:**
  - **Total revenues are 29.2% of projections**
  - **Total expenditures are 42.7% of projections**
  - **Target: 58.3%**
  
  - **General Fund revenues: 50.8% of projections**
  - **General Fund expenditures: 71% of projections**
  
- **Grants and Other Funding:**
  - **SMP Update Grant:** In place and work in progress \$11,200.00
  - **CARES Act Funding:** Under review by Dept of Commerce, up to \$55,200.00
  - **Creative District**
    - Request for Reimbursement submitted on July 13, 2020
  - **City Hall Renovation**
    - Form E22 submitted to DAHP; Awaiting results.
  - **CDBG/Quarry Pool Renovation:** Contract extension in progress
  - **2019 CDBG Grant:**
    - Awaiting contract from Thurston County
  - **SWWAAIP**
    - Phase I Sewer/Water Extension Complete; Phase 2 to begin within 30 days

### Other Than Budget

- **Strategic Visioning Workshop (Council Getaway)**
  - On hold