

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, June 25, 2024 at 6:30 PM

Agenda

WORK SESSION

1. 6:30 pm Review of 6/25/2024 Council Agenda
2. Council Priorities
 - Budget
 - Tenino Municipal Court
 - Council Roles and Responsibilities
3. Discussion of 7/9/2024 Council Draft Agenda
4. TCSO Satellite Office @TPD

CALL TO ORDER

5. Flag Salute

AGENDA APPROVAL

6. Agenda for the Regular Meeting of the 6/25/24.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

7. Meeting Minutes for 6/11/2024

Recommended Action: Motion to approve 6/11/2024 meeting minutes as presented.

CONSENT CALENDAR

8. Consent Calendar June 12, 2024 through June 25, 2024 consisting of

Payroll EFT's in the amount of \$41,248.97

Claims checks #32446 through #32486 in the amount of \$627,292.77

for a grand total of \$668,541.74

Liquor Cannabis License: None

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

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

- [9.](#) Public Hearing for 6-year street plan. The purpose of the public hearing is to obtain public comment on the Six Year Transportation Improvement Program from 2025-2030. Director Cannon has prepared his recommendations for this year's update to the Six-Year Street Plan. His priorities of effort are: Old Hwy 99 W, Morningside Drive, Old Military Road, McClellan Street, Eureka Street

Recommended Action: None, Public Hearing only.

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

- [10.](#) Water Rights Review Contract

Recommended Action: Review Water Rights Contract

- [11.](#) Resignation of Planning Commissioner Alex Murray

Recommended Action: Motion to accept Resignation of Planning Commissioner Alex Murray.

- [12.](#) Lions Club Parade Fee Waiver. See attached Letter

Recommended Action: Motion to approve waiving fee for Tenino Lions Club

- [13.](#) Chance Order for Ag Park N Bldg, Travers Electric

Recommended Action: Motion to approve Change order 3 for Ag Park N Bldg, Travers Electric

RESOLUTIONS

- [14.](#) Resolution 2024-03 A Resolution Authorizing Investment of City of Tenino Monies in the Local Investment Pool

Recommended Action: Motion to Approve Resolution 2024-03

ORDINANCES

REPORTS

- 15. Outside Agency**

1) Chamber of Commerce

- 2) Economic Development Council (EDC)
- 3) South Thurston Economic Development Initiative (STEDI)
- 4) ARCH Commission
- 5) Experience Olympia & Beyond (VCB)

16. Committees/Commissions

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

17. Staff

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

18. Liaisons

- 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Solid Waste Advisory Board
- 3) TCOMM/911
- 4) Tenino School Board
- 5) Thurston Regional Planning Council (TRPC)
- 6) Transportation Policy Board
- 7) Thurston County Commissioner's Office
- 8) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

June 25, 2024

File Attachments for Item:

7. Meeting Minutes for 6/11/2024

Recommended Action: Motion to approve 6/11/2024 meeting minutes as presented.

**City Council Meeting
Tuesday, June 11, 2024**

Minutes

WORK SESSION

1. 6:30 pm Review of 6/11/2024 Council Agenda

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

PRESENT

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

2. Council Priorities

Mid-Year Council Retreat

Old PW Building

Budget

Council Roles and Responsibilities

No discussion

3. Discussion of 6/25/2024 Council Draft Agenda

No discussion

CALL TO ORDER

Mayor Watterson convened the regular council meeting at 7:30 pm with

PRESENT

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

4. Flag Salute

AGENDA APPROVAL

5. Agenda for the Regular Meeting of the 6/11/24.

Recommended Action: Motion to approve the agenda as presented.

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

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

Motion passes 5.0.

APPROVAL OF MINUTES

6. Meeting Minutes for 5/28/2024

Recommended Action: Motion to approve 5/28/2024 meeting minutes as presented.

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

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

Motion passes 5/0.

CONSENT CALENDAR

7. Consent Calendar May 29, 2024 through June 11, 2024 consisting of

Payroll EFT's in the amount of \$69,713.37

Claims checks #32403 through #32445 in the amount of \$579,975.85

for a grand total of \$649,689.22

Liquor Cannabis License: None

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

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

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

Motion passes 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

8. Tenino Lions Club Quarry House use

Recommended Action: Motion to approve Tenino Lions Club Quarry House Use.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to continue the Lease with the Lyon's club for the use of the QH through the year 2026..

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

Motion passes 5/0.

NEW BUSINESS

9. Park Ave Bid Award

Recommended Action: Motion to accept bid for Park Ave overlay

Motion made by Councilmember Gotovac, Seconded by Councilmember Lawton to award the bid for the Park Ave overlay to Puget Paving & Construction.

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

Motion passes 5/0.

10. Community Decarbonization Grant

Congratulations! We are writing to notify you that City of Tenino has been selected for a conditional award of \$562170 from the Community Decarbonization Grants (CMTYDECARB-24) program. The award is contingent upon no successful protests of the award decisions.

We will announce the selections publicly, and news of the selections will be embargoed for press until that time. We ask that you please keep your award selection private and do not share this information outside of your organization until after the embargo lifts. As we look ahead to the public announcement, we may have several near-term requests including a press quote.

Award Letters

- We will send an award letter through DocuSign to David Watterson at [dwatterson@cityoftenino.org](mailto:d watterson@cityoftenino.org) for signature. The award letter should be signed by an authorized official. Please notify us immediately if we should send this letter elsewhere.
- Please sign the award letter by **June 16, 2024**. If you cannot return it by this date, please contact me as soon as possible.
- After the award letter has been signed, we will send a registration link for the New Awardee Webinar. At least one representative must attend.
- You will also be required to complete an intake form to begin the contracting process. This form will verify details of your application, such as budget and scope of work. Contracts will be processed in the order that completed pre-contract information is received.
- Please remember all funding is on a reimbursement basis and no costs chargeable to the award may be incurred before executing a contract.

Recommended Action: Motion to accept Community Decarbonization Grant

Discussion only

RESOLUTIONS

None

ORDINANCES

None

REPORTS

11. Outside Agency

1) Chamber of Commerce

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

4) ARCH Commission

5) Experience Olympia & Beyond (VCB)

6) South Thurston Fire

7) Library

8) Museum

9) Tenino Community Service Center

1) **Chamber of Commerce:** Next meeting is 6/19/2024 noon at the Sandstone Café with Mayor Watterson presenting.

2) Economic Development Council (EDC): Courage awards to be presented during the meeting on 6/25/2024.

3) South Thurston Economic Development Initiative (STEDI): Next meeting to be held on 6/21/2024 at the Rainier Senior Center.

7) Library: Councilmember Eisel reported they will begin the siding work in July as well as the mural to be completed.

12. Committees/Commissions

1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee

4) Planning Commission

5) Public Safety Committee

6) Public Works Committee

3) Finance Committee: Mayor Watterson reported they met today and went over the budget at length and found at least \$800,000.00 in budget cuts they can use. The City is looking at selling a few of the properties we are not using at all. We found \$360,000.00 approximately in a savings with the State they can transfer. There will be no employee cuts at this time. He will bring forth some budget amendments to Council in July.

6) Public Works Committee: Councilmember Eisel reported they met this morning, they are busy getting the pool ready to open and landscaping as well. They are replacing the fine screen at the WWTP.

13. Staff

1) Chief of Police

2) Director of Public Works

3) Code Enforcement/Building Inspector

4) PARC Specialist

5) Clerk/Treasurer

6) Mayor

5) Clerk/Treasurer: C/T Scharber reported we had the auditor's in office a week ago. Her days right now are filled with requests from the auditor's.

6) Mayor: Mayor Watterson reported he met with the Nisqually Valley News who wanted to do an article on the pool. Met with the Finance Committee. An update on the Ag Park is the EDC needs to do another environmental review study for a possible grant award.

14. Liaisons

1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Thurston County Commissioner's Office

8) Legislature

1) Bucoda/Tenino Healthy Action Team (BTHAT): Councilmember Eisel stated he has taken the liaison position over for Councilmember Lawton for the meetings.

2) Solid Waste Advisory Board: Councilmember Klamn reported June 1st began the total Styrofoam ban. Restaurants can use what they have on hand but can no longer order any. They will not be having a meeting in July. They tried out an EV truck in Eastern Washington at a removal plant, however, the trucks could only deliver 6 loads daily and they need to be able to deliver 10 loads.

4) Tenino School Board: Councilmember Lawton reported they held graduation on Friday night the 7th. First time in a long time the weather cooperated. The Middle School is holding their graduation Wednesday at 9:00 am. The last day of school will be Friday the 14th.

5) Thurston Regional Planning Council (TRPC): Councilmember O'Callahan reported they discussed the Rural Transit Busses and the budget as it has not been reviewed in a while. They are looking at being able to utilize the bus finder feature with the phones to follow where the bus is.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

Mayor Watterson announced that Mayor Gordan of Bucoda has passed away and they will be holding a celebration of life on Saturday the 15th at 2:00 pm at the Riverbend Ranch.

ADJOURNMENT

Mayor Watterson adjourned the meeting at 7:37 pm.

File Attachments for Item:

9. Public Hearing for 6-year street plan. The purpose of the public hearing is to obtain public comment on the Six Year Transportation Improvement Program from 2025-2030. Director Cannon has prepared his recommendations for this year's update to the Six-Year Street Plan. His priorities of effort are: Old Hwy 99 W, Morningside Drive, Old Military Road, McClellan Street, Eureka Street

Recommended Action: None, Public Hearing only.

Six Year Transportation Improvement Program From 2025 to 2030

Agency: Tenino

County: Thurston

MPO/RTPO: TRPC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	1	Old Hwy 99 West Old Hwy 99 Hwy 507 to Mima Acres Dr SE 2" asphalt grind, asphalt overlay using HMA that contained reinforcing fibers	WA-09995	06/25/24				04		1.500		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025	STBG(R)	102,300	TIB	61,900	19,100	183,300
P	CN	2026	STBG(R)	782,000	TIB	476,300	147,200	1,405,500
Totals				884,300		538,200	166,300	1,588,800

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	183,300	0	0	0	0
CN	0	1,405,500	0	0	0
Totals	183,300	1,405,500	0	0	0

Six Year Transportation Improvement Program From 2025 to 2030

Agency: Tenino

County: Thurston

MPO/RTPO: TRPC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	2	Old Military Road Old Military Road Sussex St E to Old Military Road crack seal, and chipseal	WA-09998	06/25/24				05		0.500		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025		0	TIB	103,000	77,300	180,300
Totals				0		103,000	77,300	180,300

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
ALL	180,300	0	0	0	0	0
Totals	180,300	0	0	0	0	0

Six Year Transportation Improvement Program From 2025 to 2030

Agency: Tenino

County: Thurston

MPO/RTPO: TRPC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	3	McClellan St McClellan St Sussex Ave W to Wichman St S widen, install drainage, and chipseal	WA-09997	06/25/24				05		0.210		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2026		0	TIB	46,400	29,400	75,800
Totals				0		46,400	29,400	75,800

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	75,800	0	0	0
Totals	0	75,800	0	0	0

Six Year Transportation Improvement Program From 2025 to 2030

Agency: Tenino

County: Thurston

MPO/RTPO: TRPC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	4	Morning Side Dr Morning Side Dr McClellan St to Morning Side Dr Repair, chipseal, and safety improvements as needed	WA-10004	06/25/24				05		0.050		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2027		0		0	18,000	18,000
Totals				0		0	18,000	18,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	18,000	0	0
Totals	0	0	18,000	0	0

Six Year Transportation Improvement Program From 2025 to 2030

Agency: Tenino

County: Thurston

MPO/RTPO: TRPC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	5	Eureka Street S Old Hwy 99 Sussex Ave E to Park Ave E Widen, repair, chipseal, safety improvements as needed.	WA-10002	06/25/24				04		0.100	EIS	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2028	STP(US)	36,100		0	0	36,100
Totals				36,100		0	0	36,100

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	0	36,100	0
Totals	0	0	0	36,100	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Tenino	920,400	687,600	291,000	1,899,000

Six Year Transportation Improvement Program From 2025 to 2030

Agency: Tenino

County: Thurston

MPO/RTPO: TRPC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	6	Tenino Trail Design Old 99 Tenino City Limits to SR 507 Provide design engineering for the Yelm Tenino Trail (YTT) for feasibility segments G3 and G4, along Old 99 from the west City limits to the intersection of 6th Street with Park Avenue.	WA-16022	06/25/24				15		1.800	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2025	STBG	225,000		0	0	225,000
Totals				225,000		0	0	225,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	112,500	112,500	0	0	0
Totals	112,500	112,500	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Tenino	225,000	0	0	225,000

File Attachments for Item:

10. Water Rights Review Contract

Recommended Action: Review Water Rights Contract



ROBINSONSM
NOBLE

a terraphase company

February 7, 2024

Gibbs & Olson, Inc.
Attn: Mike Marshall
1115 West Bay Drive NW, Suite 201
Olympia, WA 98502

sent via email to: mmarshall@gibbs-olson.com

Subject: Professional services for an evaluation of water rights alternatives for the City of Tenino

Dear Mike:

Thank you for taking the time to discuss the City of Tenino's water rights situation with me. Robinson Noble, a wholly owned subsidiary of Terraphase Engineering Inc., is pleased to provide this proposed scope of work and cost estimate to assist with the evaluation of the City's existing water rights and complete an investigation of the alternatives available to the City, including submitting a new application or purchasing and transferring a water right.

Background

The City of Tenino operates their own municipal water and sewer system. The water utility produces from three wells, though one is currently in emergency status. A search of the City's water rights indicates two certificates water rights and an inactive change application. The instantaneous withdrawal rate for the City's water rights totals 700 gallons per minute, the annual limit totals 466 acre feet, or approximately 290 gpm continuously. The City is interested in evaluating options for increasing their water right allocation.

Per our discussions, the City is considering purchasing and transferring a water right, though locating a valid certificate that is in the right location to facilitate a transfer may be a challenge. Alternatively, the City could apply for a new water right, but with the recent Foster decision, this is a more difficult path than it used to be. Tenino is located in WRIA 23, which has a current Watershed Management Plan and instream flow rules, including the closure of Scatter Creek to further appropriations.

Proposed Scope of Services

We will provide research and evaluation of water rights as requested, as well as investigate the potential for a new application for the City. We anticipate meeting with the City and discussing options and alternatives so that we understand their needs and concerns. It will also be necessary to meet with the Department of Ecology to assess the viability of a new water right application in light of the new mitigation criteria required under Foster.

Schedule

We understand that the City is anxious to get this effort started and can start our staff on the research immediately upon your authorization. Our more senior water right professionals are currently a bit busier but have sufficient time available to assist you and your client as required. As the exact scope of the project is yet to be determined, it is difficult to predict the total duration of this effort.


Cost Estimate

As this scope is by its nature open-ended, we can't provide a firm cost estimate. Based on a presumed level of effort of 24 hours of staff-level time for file research and 24 hours of principal-level time for meetings, evaluation of water rights, and meeting with Ecology, we have arrived at an initial limit of \$10,000 without additional authorization. Charges to this project will be on a time-and-materials basis according to the fee schedule in effect at the time of invoicing; the current fee schedule is attached. We included our current master services agreement (MSA) with this proposal. If the scope and cost estimate provided are satisfactory, please sign both the MSA and the "acceptance of proposal" block at the bottom of this proposal and return copies of each. Receipt of both documents will be considered as notice to proceed with the proposed work. Once received, we will sign and then return fully executed copies of the contract documents to you for your records.

Closing

We appreciate this opportunity to provide assistance to Gibbs & Olson and the City of Tenino. If you have any questions or comments regarding this submittal, please contact me at your convenience; mobile (253) 686-0319, office (253) 475-7711 x175, or michael.piechowski@terrphase.com.

Sincerely,
Robinson Noble/Terraphase Engineering Inc.


Michael F. Piechowski, LHG
Principal Hydrogeologist

Acceptance of Proposal

The cost, specifications, and conditions outlined herein are satisfactory and are hereby accepted. Terraphase is authorized to proceed with the work, as specified.

This proposal is hereby accepted by a duly authorized representative of the Client to whom it is addressed:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

MASTER CONSULTING SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

Effective Date of Agreement: **Upon Signature**

This Agreement is entered into by and between:

Client: **Gibbs & Olson, Inc.**
Address: **1115 West Bay Drive NW, Suite 201**
City, State Zip: **Olympia, WA 98502**
Attention: **Mike Marshall**
Phone Number: **(360) 352-1120**

And

Consultant: **Terraphase Engineering Inc. or Robinson and Noble Inc. (wholly-owned subsidiary of Terraphase Engineering Inc.) (“Terraphase”)**
Corporate Address: **1300 Clay Street, Suite 1000**
City, State Zip: **Oakland, California 94612**
Attention: **Michael Piechowski**
Phone Number: **(510) 645-1850**

These General Terms and Conditions, Work Orders, and any addenda thereto (the “Agreement”) constitute the entire agreement between Client and Terraphase and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by an authorized officer. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

This Agreement is effective as of the day and year first above written and duly executed by authorized representatives of Client and Terraphase.

For Client:

For Terraphase:

signature

printed name

title

date

signature

printed name

title

date

GENERAL TERMS AND CONDITIONS

1. WORK ORDERS AND AUTHORIZATION.

Terraphase Engineering Inc. or Robinson and Noble Inc., wholly-owned subsidiary of Terraphase Engineering Inc., (“Terraphase” or “Consultant”) agrees to perform consulting services (Services) for Gibbs & Olson, Inc. (“Client”) that are described in one or more Work Orders. Each Work Order will consist of a Scope of Work, an estimated budget to complete the Scope of Work, and a Schedule to complete the Scope of Work. Consultant will initiate the Services upon receipt of Client’s written approval of the Work Order. All Work Orders are acknowledged to be incorporated into and made a part of this Agreement.

It is understood and agreed by the parties that certain urgent conditions may arise in which it is beneficial to the Client for Terraphase to initiate Services based upon electronic-mail authorization of the Work Order provided by the Client. In such cases, those communications are acknowledged to be Work Orders incorporated into and made a part of this Agreement and Client agrees to compensate Consultant accordingly.

2. ADDITIONAL SERVICES.

2.1 All services that are not specifically included in the Work Order will be considered Additional Services. Upon request of Client, or discovery by Terraphase of changed or latent conditions affecting the cost and/or scope of the Services, Terraphase will prepare a description of the necessity for and the cost for such Additional Services which, upon written acceptance of Client, will be considered a change order (“Change Order”) under this Agreement.

2.2 In the event of an emergency, or when it is impractical for the parties to communicate in writing, Terraphase agrees to perform verbally authorized Additional Services up to a maximum of \$5,000 and Client agrees to compensate Terraphase accordingly. All Additional Services verbally authorized by Client will be governed by the terms of this Agreement and confirmed in writing as soon as possible.

3. COMPENSATION FOR SERVICES.

Client agrees to compensate Terraphase in accordance with the Work Order(s) which may be on a lump sum, unit cost, or time and materials basis, depending upon the nature of the Services and as described in the Work Order. Except for lump sum and unit cost pricing, Terraphase’s proposed price is its reasonable best estimate of the cost to perform the Services based upon information reasonably available to Terraphase at the time the Proposal is prepared. It is understood, however, that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. Terraphase will notify Client as soon as reasonably possible in the event that Terraphase anticipates the actual project cost will exceed its time and materials estimate. Thereafter, the parties shall enter into a mutually acceptable Change Order.

4. INVOICES AND PAYMENT TERMS.

Invoices will be submitted to Client approximately every thirty (30) calendar days for Services set forth in the Work Order and associated Change Order(s). Lump sum projects will be billed as percentage complete during the billing period. Payment in full is due upon receipt of Terraphase’s invoice. If Client objects to all or any portion of the invoice, Client will notify Terraphase within five (5) business days from the date of receipt of invoice and must promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice. Terraphase may suspend services should Client fail to pay any undisputed invoices when payment is 60 days late upon reasonable notice to Client. Terraphase shall not be liable for any costs or damages that may result from any such suspension due to nonpayment. Terraphase will resume services upon payment in full of all late invoices. Upon resumption of services, the time schedule and compensation will be equitably adjusted to reflect any delay or additional costs caused by the suspension of Services.

5. STANDARD OF CARE.

Terraphase will perform the Services in a professional manner with the level of care and skill ordinarily exercised by other members of its profession currently practicing under similar conditions. Terraphase will use reasonable care to comply with applicable federal, state, local laws, ordinances, and/or regulations. No other representation, guarantee, or warranty expressed or implied is included in this agreement, or in any communication (oral or written), report, opinion, or document, and no other provision of this Agreement, or in any Proposal, report, or other work product, will impose any liability upon Terraphase in excess of this standard of care.

6. INDEMNITY.

6.1 Each party will defend, indemnify, and hold harmless each party and their agents and employees, from and against any claim, cost, expense, damages, fines, losses, or liability, including reasonable attorneys’ fees, caused by, arising out of, resulting from, or occurring in connection with the negligence or willful misconduct by either party, its subcontractors, agents, or employees, to the extent caused by the indemnifying party’s fault.

The prevailing party shall be reimbursed by the non-prevailing party for all costs (including attorney's fees) incurred by the prevailing party in enforcing or securing performance of any of the provisions of this Agreement.

6.2 Client recognizes that certain federal, state, or local laws or regulations provide that where multiple parties are considered responsible for any hazardous, toxic, radioactive, pollutant, irritant, or nuisance condition ("Condition"), each may be held liable for the Condition under the doctrines of joint and several liability or strict liability. Client agrees that it is not the purpose of this agreement that Terraphase be exposed to any liability arising out of any pre-contract Condition at the Site, the activities of others, or the non-negligent performance by Terraphase of the Services. Client agrees that Terraphase has not created nor contributed to the creation or existence of any Hazardous Substances (including, but not limited to any solid, liquid, or gaseous material that poses potential harm to human health or environmental quality or otherwise is so identified by any federal, state, or local law or regulation) at or related to the site or in connection with or related to this Agreement or any Services.

6.3 The compensation to be paid Terraphase for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, Client shall defend, indemnify, and hold Terraphase, its officers, directors, employees, agents, and subcontractors, harmless from and against any and all claims, damages, fines, losses, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of existing Hazardous Substances ("Release"), except to the extent that such Release is caused by the sole negligence or willful misconduct of Terraphase and/or its subcontractors.

6.4 Nothing contained within this Agreement shall be construed or interpreted as requiring Terraphase to assume the status of a generator, arranger, transporter, or as a storage, treatment, or disposal facility as those terms appear within applicable law. Client may request Terraphase to provide options for possible transportation and disposal alternatives for Client's use; however, Client acknowledges that as the "Generator" of such materials, it will select the transporter and disposal site for treatment or disposal of its Hazardous Substances and will be solely responsible therefore. Arrangements for the treatment, storage, transport, or disposal of any Hazardous Substances, made by Terraphase, are acknowledged as being made at the direction of the Client/Generator, solely and exclusively on Client/Generator's behalf and benefit.

7. INSURANCE.

Terraphase will maintain statutory Workers' Compensation Insurance; and General Liability, Automobile Liability, and Professional Liability, Contractors' Pollution Liability with minimum policy limits of \$1,000,000. Terraphase will name Client as additional insured on its General Liability, Automobile Liability, and Professional Liability, Contractors Pollution Liability policies.

8. LIABILITY.

8.1 Client recognizes that Terraphase has not, and cannot, reasonably compute the cost of unlimited liability into its compensation and that Client benefits by the exclusion of such costs in Terraphase's rates. Therefore, in consideration of the mutual benefits received by both parties, it is understood and agreed the liability associated with this Agreement will be proportionately distributed between the parties. Client and Terraphase further agree that the sole liability of Terraphase, and any of its affiliates (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement, including the Services covered by this Agreement, shall be the payment of direct damages. These damages shall in no event (in the aggregate) exceed the fees received by Terraphase under this Agreement with respect to the specific Services involved, or applicable insurance limits specified herein, whichever is greater. Except for the specific remedies expressly identified as such in this Agreement, Client's exclusive remedy for any claim arising out of this Agreement or any other services provided by Terraphase shall be for Terraphase, upon receipt of written notice, to use commercially reasonable efforts to cure the alleged breach at its expense, or failing that, Terraphase will return the fees paid to Terraphase for the work related to the breach.

8.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss, or expenses (including, but not limited to, business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence. The allocations of liability in this Section are the agreed and bargained-for understanding of the parties, and Terraphase's compensation for the Services reflects these allocations.

8.3 It is expressly understood and agreed that, no principal, partner, manager, member, director, officer, shareholder, employee, corporate parent or affiliate, or agent of Terraphase or Client will be personally liable for any judgment or for breach under this Contract.

9. CONFIDENTIALITY.

9.1 Terraphase will retain as confidential all information, including, but not limited to, Client's intellectual property and data, delivered to it by Client ("Confidential Information") as specifically requested, and identified by Client. All written Confidential Information will be clearly labeled by Client as such, or for verbal information, identified as Confidential Information at the time of disclosure. Confidential Information may be disclosed to Terraphase's employees, subcontractors, legal advisors, or insurers to the extent that such parties have a) the need to know in order to complete Terraphase's obligations under this Agreement and b)

agreed to be bound to these provisions of confidentiality. However, nothing herein is meant to preclude Terraphase from disclosing and/or otherwise using Confidential Information when it is: a) known to Terraphase before being obtained from Client; b) generally available to the public through no fault of Terraphase; c) obtained from a third party who is not under any obligation of confidentiality to the Client; or d) disclosed following release by Client.

9.2 Terraphase and Client understand and agree that, consistent with its professional responsibilities and applicable law, Terraphase may be obligated to take action to protect public health, safety, or the environment, or to disclose to government regulatory agencies environmental conditions which are discovered during the course of providing Services under this agreement that pose an imminent threat to public health, safety, or the environment. Terraphase will notify Client prior to taking such action or disclosing such conditions to any government regulatory agency, if possible and legally permissible; except Terraphase will not be required to provide advance notice to Client if the time necessary to provide such notice may result in, or increase the risk of imminent harm, to person, property, or the environment, or may render Terraphase criminally or civilly liable under applicable law.

9.3 **THIRD-PARTY INFORMATION.** Terraphase is entitled to reasonably rely on the completeness and accuracy of any and all information prepared or provided by third parties or Client. Client will defend and indemnify Terraphase with respect to claims arising from Terraphase's reasonable reliance upon third-party information as set forth herein.

10. ENVIRONMENTAL SITE ASSESSMENTS.

Terraphase will perform environmental site assessment Services in accordance with generally accepted industry practices as defined in paragraph 5. Client recognizes, however, that such assessments are intended for the purpose of determining the potential for contamination through limited research and investigative activities and in no way represent a conclusive or complete site characterization. Client understands that site conditions may vary from the locations at which data is collected and statistical interpretation is commensurate with availability of the data and extent of the Services. It is understood and agreed, therefore, that Terraphase does not provide any guarantees, certifications, or warranties that a property is free from environmental contamination.

11. REPORTS AND RELIANCE.

11.1 All reports, drawings, plans, notes, memorandums, historical documents, designs, or specifications ("Reports") prepared by Terraphase pursuant to this Agreement shall be instruments of professional service. Such Reports are expressly prepared for the sole and exclusive use of Client in their entirety. Reuse of Terraphase's work product for other than their intended purpose, or if modified or in any way utilized, or transmitted to any unauthorized third party, shall be at user's sole risk.

Phase I Environmental Site Assessments are for the Client's use in their entirety, for a period not to exceed 180 days in accordance with the American Society for Testing and Materials' (ASTM's) "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" ASTM Designation E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (2021). and/or the Code of Federal Regulations (CFR) 40 CFR Part 312 "Standards and Practices for All Appropriate Inquiries: Final Rule" dated November 1, 2005. After 180 days and prior to using the information contained herein, any Report(s) should be updated in accordance with ASTM standards and federal regulations. Reports may not be modified or used by any third party without Terraphase's advance written consent.

11.2 All Reports delivered to Client will become the property of Client upon final payment due Terraphase for the Services. Terraphase may retain copies of the Reports for its files. Terraphase will retain copies of reports for a minimum of 3 years following completion of the Services.

11.3 Notwithstanding any other provision to the contrary, Terraphase retains the right of ownership of any patentable or copyrightable concepts or inventions arising from its Services.

12. FORCE MAJEURE.

Terraphase shall not be liable to Client(s) or any other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control of Terraphase.

13. TERM AND TERMINATION.

13.1 The term of this agreement shall commence as the date and year first written above and shall continue in effect until terminated by either party as provided herein.

13.2 Client or Terraphase may terminate this Agreement for cause upon ten (10) business days advance written notice should the other party fail to substantially perform in accordance with the terms and conditions as set forth herein. The noticed party will have ten (10) business days following date of the notice to cure its default to the reasonable satisfaction of the other party. In the event of Terraphase's default, Terraphase will be paid for all services satisfactorily performed. Should Terraphase terminate this Agreement for Client's default, Terraphase will be paid for all Services satisfactorily performed prior to such notice of termination plus any reasonable and necessary costs incurred by Terraphase as a result of such termination.

13.3 Terraphase or the Client may, at its discretion, upon ten (10) business days advance written notice, terminate or suspend all or any portion of the Services for convenience. Upon receipt of a notice of termination or suspension, Terraphase will discontinue Services to the extent that they relate to the suspended portions of the Services. Client will pay Terraphase for the Services completed to the date of the termination or suspension, and if Contract is terminated by the Client, any additional reasonable and necessary costs incurred by Terraphase as a result of the termination.

13.4 This Agreement shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business. Upon ten (10) days' notice, Terraphase may terminate this Agreement in its sole discretion if any payment is not paid when due, there is a material change in Client's financial condition, initiation of any liquidation of all or part of its assets, or substantial failure to comply with its obligations under this Agreement.

13.5 Notwithstanding anything herein to the contrary, Client may instruct Terraphase to immediately suspend its services, in which case Terraphase shall take all reasonable steps to minimize all expenses relating to such suspension and shall advise Client of such expenses as soon as practical. Client shall nonetheless be responsible for third party and other expenses that cannot be saved in connection with the suspension of services, such as non-cancellable equipment rental costs and similar costs.

14. ALTERNATIVE DISPUTE RESOLUTION.

Unless otherwise mutually agreed by the parties, and except for applications for extraordinary or provisional remedies such as injunctive relief or specific performance, any unresolved claim, dispute or other matters in question between the parties will be resolved as follows: a) authorized senior representatives of Client and Terraphase will meet and attempt in good faith to resolve the controversy or claim; and, if unsuccessful, b) participate in non-binding mediation; and, if unsuccessful, c) submit the dispute to binding arbitration or other mutually acceptable binding alternative dispute resolution process. The substantially prevailing party in any arbitration will be entitled to recover any and all associated fees including reasonable attorneys' fees and costs. It is understood and agreed by the parties hereto that consequential, punitive damages or provisional relief cannot be awarded to either party under such alternative dispute resolution. Despite any statute to the contrary, any claim arising from or related to this Agreement (whether contract, tort or both) shall be noticed to the other party within two (2) years after it is discovered. The provisions of this section shall not apply to claims involving third parties or when Terraphase's insurer is assuming the defense and settlement thereof.

15. ASSIGNMENT AND SUBCONTRACTING.

This Agreement shall not be assigned by either party without advance written approval of the other party, which shall not be unreasonably withheld. Terraphase may subcontract portions of the Services without notice to qualified specialty subcontractors as needed. In the event this Agreement is assigned, the party to whom the assignment is made will assume all of the obligations, duties, and rights to the same extent as the party making the assignment.

16. NO WAIVER.

The failure of either party to insist on strict performance of any term hereunder will not be deemed as a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance or either party's right to insist on strict performance of this Agreement. No waiver is valid unless set forth in writing signed by the waiving party.

17. NOTICES.

All notices required to be given or made pursuant to any provision of this Agreement will be directed to Terraphase's Project Manager, Terraphase corporate headquarters, and Client's representative as designated by the means and in the format mutually acceptable to the parties.

18. ENTIRE AGREEMENT.

These General Terms and Conditions, Work Orders, Change Orders, and any addenda thereto (the "Agreement") constitute the entire agreement between Client and Terraphase and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter. Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained in this Agreement, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, from any source, other than those that are expressly contained within this Agreement. No agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by an authorized officer. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

19. SEVERABILITY.

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

20. GOVERNING LAW/VENUE

This Agreement shall be governed exclusively by the laws of the State of California regardless of its conflict of laws' provisions. Any litigation or any claim in any forum shall be heard exclusively in Alameda County, California.

21. SURVIVAL

The above terms and conditions regarding compensation, limitation of liability, indemnification, and dispute resolution shall survive the completion or termination of the Services under this Agreement.

22. FIELD TERMS AND CONDITIONS

22.1 **SITE ACCESS.** Client grants Terraphase, its employees, and its subcontractors, the right of entry to the project property to perform the Services. In the event that the Services must be performed on property not owned by Client, Client will directly obtain access authorizations from the owner or occupant of the property granting right of entry to Terraphase. Terraphase may, at Client's request, assist Client in securing access to property not owned by Client; however, all written access agreements will be in the name of Client. Terraphase's site access support services will be considered Additional Services if not included in the Work Order.

22.2 **SAFETY.** Terraphase will perform its Services in a safe manner and use reasonable care to comply with all applicable state and federal OSHA regulations. Terraphase's safety responsibilities, however, are limited solely to the activities of Terraphase, its employees, and its subcontractors. Neither the professional activities nor the presence of Terraphase or its employees or subcontractors will be deemed to control the operations of any others.

22.3 **UTILITIES AND SUBSURFACE CONDITIONS.** Terraphase shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause (i)) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Terraphase in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement. Client shall provide to Terraphase all plans, maps, drawings, and other documents identifying the location of any subterranean structures on the Site if available. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the surface of the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon timely notice.

22.4 **ASBESTOS AND MOLD INVESTIGATIONS.** Client acknowledges the act of sampling suspect asbestos-containing materials or mold may affect, alter, or damage mechanical equipment and/or building components at, in, or upon the site. Terraphase shall exercise due care when sampling but will not be liable for any effect, alteration, or damage arising out of the act of sampling. Terraphase will exercise reasonable efforts to limit damage to the site. The cost of restoration of the site because of any such damage has not been calculated or included in Terraphase's fees unless expressly stated in the Work Order.

23. SCHEDULE OF CHARGES.

Terraphase proposes to complete Work Orders and Change Orders conducted on a time-and-materials basis, in accordance with the attached Client Fee Schedule (Exhibit 1), unless expressly stated otherwise in the Work Order. Terraphase may adjust its hourly rates at the beginning of each calendar year, or within 90 days written notice to Client.



2024 Standard Schedule of Charges with 10% Discount/10% ODC

Labor Classification	Standard Hourly Rate	Hourly Rate with 10% Discount
Senior Principal	\$303	\$272.70
Principal Engineer/Scientist	\$286	\$257.40
Senior Associate Engineer/Scientist	\$266	\$239.40
Associate Engineer/Scientist	\$250	\$225.00
Senior Project Engineer/Scientist	\$235	\$211.50
Project Engineer/Scientist	\$219	\$197.10
Senior Staff 2 Engineer/Scientist	\$202	\$181.80
Senior Staff 1 Engineer/Scientist	\$183	\$164.70
Staff 2 Engineer/Scientist	\$164	\$147.60
Staff 1 Engineer/Scientist	\$144	\$129.60
Senior Technician	\$149	\$134.10
Technician 3	\$129	\$116.10
Technician 2	\$109	\$98.10
Technician 1	\$91	\$81.90
Senior Editor/Senior Project Coordinator	\$158	\$142.20
Editor 2/Project Coordinator 2/Accountant 2	\$140	\$126.00
Editor 1/Project Coordinator 1/Accountant 1	\$117	\$105.30
Administrator/Project Assistant/Billing Specialist	\$98	\$88.20

Labor Charges

All time will be recorded and charged to nearest 0.1 hour. Expert testimony at trials, hearings and depositions will be billed at 150% of the standard hourly rate. For each day when testimony is provided, a minimum of 8 hours will be billed. Preparatory time will be billed at standard rates.

Expenses

Subcontractor fees and other direct costs, such as air travel, project supplies and rental equipment, etc. will be itemized and billed at our cost plus a ten percent handling charge. Vehicle mileage when itemized is billed at the standard government rate in effect at the time of travel (www.gsa.gov/mileage).

Payment

Payment is to be made to Terraphase Engineering Inc. as follows:

Check Payments:	Wire/ACH Payments:
Terraphase Engineering Inc. P.O. Box 102399 Pasadena, CA 91189-2399	Terraphase Engineering Inc. JPMorgan Chase Bank Account Number 217693099 Routing Number 322271627

Payment is due within 30 days of receipt of invoice. A service charge of 1.5% per month or the allowable legal rate may be charged on amounts that are past due for more than 30 days.

Annual Escalation

Rates are subject to revision by annual calendar year escalation in January. Rates on invoices will reflect rates in effect at time of invoicing.

Contract Order

Client: City of Tenino Att: Mayer David Watterson 149 Hodgden Street S, Tenino, WA 98589	Date: June 18, 2024
	Contract No.: 1
	Project No.:
Project Name: Water Right Assistance	
Subject: Water Right Feasibility Assessment	

Description of Work	Cost
<p>Geosyntec Consultants, Inc. dba Aspect Consulting (Aspect) understands that the City of Tenino wishes to explore its options for securing additional water right permits. The City is a municipal water provider that operates wells for the purpose of meeting its ongoing water supply commitments in Thurston, WA. The City is located in the Scatter Creek subbasin of the greater Chehalis River Watershed, and understands the challenges associated with acquiring new water rights. Options for developing additional water rights generally acquire mitigation offsets – and often the acquisition of existing water rights.</p> <p>This scope of work is intended to authorize a preliminary feasibility assessment in which Aspect will assess the current regulatory setting and provide options/permitting route for additional water supply. For this initial phase we propose the following tasks:</p> <p>Proposed Tasks:</p> <ul style="list-style-type: none"> • Facilitation of Technical Assistance meetings with Ecology staff to discuss permitting options. We assume two different meetings with Ecology will be needed to address program-specific issues. One meeting with Ecology’s State Waste Discharge program to discuss the reclaimed water permit and potential opportunity to add water right mitigation as an additional beneficial use. And one meeting with Ecology’s Water Resources program to confirm the City’s current water right portfolio and records, and discuss the City’s plans to explore new water right opportunities. • Prior to meeting with Ecology, we will review publicly-available records and files provided by the City to identify water rights associated with the City’s water system operation, and review authorizations relative to actual use and identify potential discrepancies and/or risks. • We will work with the City to identify approximately 3 to 5 alternatives for new water rights and develop a conceptual water 	<p>Tjme and Materials, Not to Exceed \$7,000</p>

OFFICE LOCATIONS

WASHINGTON: [Bainbridge Island](#) | [Bellingham](#) | [Olympia](#) | [Seattle](#) | [Wenatchee](#) | [Yakima](#)

OREGON: [Bend](#) | [Portland](#)

www.aspectconsulting.com

budget that takes into consideration major return-flow pathways (aka total water use vs. aquifer returns via WWTP).

- Conduct a high-level screening of water rights that might be suitable for acquisition and transfer.
- Tabulate recommended alternatives and water right screening results in matrix format for comparison of advantages and disadvantages. Recommendations for next steps and ongoing water right permitting support will be delivered via email.

Potential Future Tasks

Future tasks the City may considered pursuing with Aspect include, but are not limited to the following:

- Preparation of Applications for Change to transfer water rights, or new permit applications that include mitigation elements;
- Acquisition support related to purchase of existing water rights;
- Cost Reimbursement Services related to the processing of either new mitigated permits for Applications for Change;
- Well drilling and testing support;

Assumptions

The City will be able to provide Aspect with water production and discharge records.

Deliverable and Schedule:

Aspect proposed to complete its review with 6-weeks from your notice to proceed. Our deliverable will be provided as a technical memo, with a follow up meeting to address questions and discuss next steps.

Aspect cannot wholly predict the volume of materials required to render its opinion or what we may find in this analysis which may prompt recommendations for further review. We have prepared this work in accordance with our extensive experience in conducting due diligence evaluations and will keep the City advised if significant new issues arise in our review.

Aspect will complete this work for up to \$7,000 on a time and materials, not-to-exceed basis. This fee includes our technical review, email findings, coordination meeting, and routine calls/emails.

This contract order incorporates the attached Terms and Conditions and Schedule of Charges. Except as amended above, these terms, conditions, and rates apply to this contract order.

ASPECT CONSULTING	By:
	Printed Name: Jill Van Hulle Principal Water Resource Specialist
CLIENT	By:
	Printed Name/Date:

Document10

File Attachments for Item:

11. Resignation of Planning Commissioner Alex Murray

Recommended Action: Motion to accept Resignation of Planning Commissioner Alex Murray.

Dave,

I received your voice message yesterday and appreciate your reaching out. After reflecting, I have come to the conclusion that I don't currently have the time available to fully commit to the planning commission. I also believe its beneficial to have new individuals with new perspectives participate in local government. With those two things in mind, I wish to resign from my position effective immediately.

I have enjoyed my time on the planning commission and have learned much about local government. I appreciate you all and wish the commission the best of luck as they continue to plan toward our future Tenino.

Best

Alex Murray

File Attachments for Item:

12. Lions Club Parade Fee Waiver. See attached Letter

Recommended Action: Motion to approve waiving fee for Tenino Lions Club



Dear City of Tenino,

First, I would like to express our gratitude for the decision to change the staging area for the parade to the middle school parking lot. This adjustment will significantly enhance convenience and safety for our children and all parade participants.

I am writing to formally request that the application fee for the 2024 parade be waived for the Tenino Lions Club. As you may know, our organization has been an integral part of this community for 85 years, having celebrated our 85th anniversary in 2023. The Tenino Lions Club remains dedicated to serving our community and we hope to continue this legacy for many more years to come. Waiving this fee would greatly support our efforts and enable us to further contribute to Tenino in various meaningful ways.

To provide some context on the importance of this event, here is a brief history of the Oregon Trail Days as reported in the Independent approximately six years ago:

“July 23, 2018 - The late 1960s were a time of turmoil across the U.S., and Tenino didn’t escape the fallout of the period’s sweeping social changes. One victim was the annual Labor Day parade and celebration that had been a decades-long tradition. Both ended in 1967 when no organization would volunteer to sponsor the event. A year later, the Tenino Lions Club proposed a new event as a replacement, seizing upon the Old Oregon Trail marker on Sussex as a theme, and Oregon Trail Days was born.”

This piece of history highlights the enduring commitment of the Tenino Lions Club to preserving community traditions and fostering community spirit.

Thank you for considering our request to waive the parade application fee. We look forward to continuing our partnership with the City of Tenino and making the 2024 Oregon Trail Days Parade a memorable event for all.

Sincerely,

Tianne Curtiss

Tenino Lions Club President 2023-2024
Oregon Trail Days Parade Chair

File Attachments for Item:

13. Change Order for Ag Park N Bldg, Travers Electric

Recommended Action: Motion to approve Change order 3 for Ag Park N Bldg, Travers Electric

CHANGE ORDER

No. 3

(Instructions on reverse side)

PROJECT: Tenino Ag Park North Building - Electrical

DATE OF ISSUANCE: June 25, 2024 EFFECTIVE DATE: June 26, 2024

OWNER: City of Tenino

OWNER's Contract No.: N/A

CONTRACTOR: Travers Electric, Inc.

ENGINEER: Gibbs & Olson, Inc.

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

Exterior lighting changes.

Reason for Change Order: Change of scope or work.

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

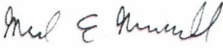
Attachments: (List documents supporting change) : Travers Electric change order proposal 5.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>362,135.00</u>	Original Contract Times Substantial Completion: <u>150 calendar days</u> Ready for final payment: <u>180 calendar days</u> days or dates
Net changes from previous Change Order No. <u>1</u> to No. <u>2</u> \$ <u>52,735.28</u>	Net changes from previous Change Order No. <u>1</u> to No. <u>1</u> <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>414,870.28 including sales tax</u>	Contract Times prior to this Change Order Substantial Completion: <u>150 Calendar days</u> Ready for final payment: <u>180 calendar days</u> days or dates
Net Increase of this Change Order \$ <u>15,155.50 including sales tax</u>	Net Increase (decrease) of this Change Order <u>60 calendar days</u> days
Contract Price with all approved Change Orders \$ <u>430,025.78 including sales tax</u>	Contract Times with all approved Change Orders Substantial Completion: <u>210 calendar days</u> Ready for final payment: <u>240 calendar days</u> days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: June 20, 2024

Date: _____

Date: 6-19-2024

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

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

File Attachments for Item:

14. Resolution 2024-03 A Resolution Authorizing Investment of City of Tenino Monies in the Local Investment Pool

Recommended Action: Motion to Approve Resolution 2024-03

RESOLUTION NO. 2024-03**CITY OF TENINO, WASHINGTON****A RESOLUTION AUTHORIZING
INVESTMENT OF CITY OF TENINO MONIES
IN THE LOCAL GOVERNMENT
INVESTMENT POOL**

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Tenino, the “governmental entity”, to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City of Tenino, the “governing body” or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by City of Tenino and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates Dave Watterson, Mayor the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED AND ADOPTED by the City Council of the City of Tenino, State of Washington on this 25th day of June 2024.

Dave Watterson, Mayor

Attest:

Jen Scharber, Clerk/Treasurer

Approved as to form and content:

Richard Hughes, City Attorney