

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, March 08, 2022 at 7:00 PM

Agenda

WORK SESSION

- [1.](#) Draft for Operator in Training
- [2.](#) WWTP Operator Position Review
- [3.](#) P.A.R.C. (Parks, Arts, Recreation & Cultural) Specialist Position Title with a general statement of duties.
- [4.](#) Interlocal Agreement- Code Enforcement City of Rainier.
5. In Person Meetings moving forward.

CALL TO ORDER

AGENDA APPROVAL

Agenda for the Regular Meeting of the 3/08/22.

Recommended Action: Motion to approve the agenda as presented.

6. Agenda for the Regular Meeting of the 3/08/22.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

- [7.](#) Meeting Minutes for 2/22/2022

Recommended Action: Motion to approve 2/22/2022 meeting minutes as presented.

CONSENT CALENDAR

- [8.](#) Consent Calendar consisting of February 23, 2022 through March 8, 2022:

Payroll EFT's in the amount of \$35,289.07

Claims Checks #30449 through #30473 and EFT's in the amount of \$26,218.44

for a grand total of \$61,507.51

Liquor Cannabis License: None

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

EXECUTIVE SESSION

9. Receive and Evaluate complaints or charges brought against a Public Officer or Employee.

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

- [10.](#) Waste Water Contract Termination.

Recommended Action: Review and Approve Waste Water Contract Termination.

- [11.](#) Quarry House Renovation Project Contract Award Recommendation

Recommended Action: Review and Approve Quarry House Renovation Bid.

- [12.](#) WWTP Operator Position Review

Recommended Action: Review and Approve WWTP Operator Position.

- [13.](#) Interlocal Agreement- Code Enforcement City of Rainier.

Recommended Action: Review and Approve Interlocal Agreement with City of Rainier.

RESOLUTIONS

ORDINANCES

- [14.](#) Ordinance 923 Amending Ordinance 904 on ARCH Commission Chapter 2.70 ARCH Commission.

Recommended Action: Review and motion to adopt second reading of Amended Ordinance 904.

REPORTS

15. 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) Experience Olympia & Beyond (VCB)
- 4) Fire District #12
- 5) Library
- 6) Museum
- 7) Tenino Community Service Center

16. 1) ARCH Commission
- 2) Civil Service Commission
- 3) Façade Improvement Grant Review Committee
- 4) Finance Committee
- 5) Planning Commission
- 6) Public Safety Committee
17. 1) Chief of Police
- 2) Director of Public Works
- 3) City Planner
- 4) Code Enforcement/Building Inspector
- 5) City Attorney
- 6) Clerk/Treasurer
- 7) Mayor
18. 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Community Investment Partnership (CIP)
- 3) Solid Waste Advisory Board
- 4) South Thurston Economic Development Initiative (STEDI)
- 5) TCOMM/911
- 6) Tenino School Board
- 7) Thurston Regional Planning Council (TRPC)
- 8) Transportation Policy Board
- 9) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

1. Draft for Operator in Training

City of Tenino is accepting applications to fill a full time Wastewater Treatment Plant Operator in training or level 1. This position is open until filled.

This position has a benefits package that includes Medical, dental and vision insurance. In addition, paid vacation, sick leave, holiday, and personnel time off days are included.

The salary range for this position is \$18.66-\$25.54 per hour depending upon qualifications, Monday-Friday.

The position description and job description can be accessed through our website at cityoftenino.us.

For additional information or questions, please contact Public Works Director Troy Cannon at (360) 561-1506, Monday – Friday 7:00 am to 3:00 pm.

Wastewater Treatment Plant Operator; OIT Operator in training or level 1 / level 2

Purpose of Job

Employees in this class are under supervision of the Public Works Director, and WWTP Operator 3. This position performs work in operating the wastewater treatment plant, performs other work as required.

Equipment/ Job Location

- Employee works inside and outdoors regardless of weather.
- Employee may be exposed to hazardous chemicals, open pits, water, sewage, and various types of chemicals.
- The employee will be exposed to loud noise, dirt, dust, and foul odors.

Essential Functions of the Job

The following duties for this job. These are not to be construed as exclusive or all-inclusive. Other duties that may be required and assigned.

- Conducts bacteriological and chemical tests required by local, state, and federal regulations
- Observes the conditions of sewage entering the treatment plant, adjusts the addition of chemicals for proper sewage treatment according to prescribed standards
- Adjusts the composition of chemicals used in treatment wastewater
- Ensures that all systems are working properly including the primary and secondary clarifiers, chlorinators, and filters
- Ensures the timely and accurate completions of a variety of reports as required by local, state, and federal regulations

Additional examples of work performed

- Performs maintenance on pumps and other equipment, including packing bearings on motors, changing, or adding oil, makes necessary repairs on equipment, wash tanks, etc.
- Performs additional duties or emergency duties after normal working hours when requested by supervisor
- Performs other duties as required

Required Knowledge and abilities

- Knowledge of principles of wastewater treatment
- Knowledge of all chemical tests and laboratory equipment used in wastewater treatment
- Knowledge of occupational hazards and safety precautions
- Knowledge of Local, Federal, and State wastewater regulations
- Knowledge of OSHA regulations
- Knowledge of department functions, rules, regulations, and procedures
- Ability to use laboratory equipment and perform chemical tests
- Ability to keep detailed records and reports
- Ability to maintain a high level of discipline and morale

- Ability to communicate clearly and effectively orally and written
- Ability to complete accurate records and make reports
- Ability to establish and maintain an effective working relationship with the public and other employees

Minimum Requirements

- 18 years of age
- Possess a valid Washington State driver's license

Minimum training and experience required to perform essential job functions

Any combination of training and experience equivalent to:

- High school diploma or equivalent
- Must be willing to obtain a valid Washington OIT Wastewater Treatment Plant certificate
- Level 1 or 2 OIT Operator

Physical Requirements

- Ability to descend and climb a maximum of 30 rungs on a ladder
- Ability to lift 70 pounds
- Ability to detect and differentiate colors

While performing the duties of this job, the employee is regularly required to walk long distances, stand, sit, exert considerable physical effort involving stooping/kneeling, pushing/pulling, climbing, balancing, lifting, carrying, bending, performing other similar actions throughout the course of the workday. Employees require sufficient mobility to work in a field setting with exposure to a variety of weather conditions, slippery and uneven surfaces. While performing the job duties the employee is required to operate hand tools and equipment and transport materials and supplies weighing up to 70 pounds; use fine and gross motor coordination in using numerous maintenance, power, and hand tools, and equipment and machinery; reach with hands and arms; travel regularly by vehicle for district related duties; use standard office equipment such as computers, copiers, and fax machines; hearing and vision within normal ranges with correction. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

2.

File Attachments for Item:

2. WWTP Operator Position Review

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 28th day of February, 2022.

CLIENT

City of Tenino
149 Hodgden St S, Tenino, WA 98589

(the "Client")

CONTRACTOR

RTS Environmental, LLC
536 BROWN RD E

(the "Contractor")

BACKGROUND

- A.** The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B.** The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1.** The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Certified Wastewater Operator on record with Department of Ecology (DOE).
 - Perform daily wastewater treatment plant operations including oversight of other employees performing plant operations. Contractor will perform **20 hours** of service per week including onsite operations, travel to facility, and remote non-field related office work. Normal operations will occur Monday through Friday at times between **8 a.m. and 4 p.m.**
 - Perform compliance sampling and associated lab work per NPDES permit.
 - Complete and submit compliance reports to DOE. Communicate with DOE on all compliance matters and notify of any deficiencies.
 - Communicate regularly with City of Tenino staff to ensure proper operation and maintenance is achieved.

- Provide on call emergency response including remote system access. Onsite emergency response will be provided at an additional charge.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until February 28, 2023, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. Every 3 months the contract will be reassessed for hours worked, services provided, and compensation.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client for Services at the rate of **\$5,500.00** per month (the "Compensation") for normal allotted services stated in section 1. Additional services will be billed at a rate of **\$75.00** per hour including travel to and from facilities, and work outside of normal onsite operating schedule. Emergency response and on call services will be billed at the same hourly rate with a minimum of 1/2 hour for remote work and 2 hours for onsite work.
8. Additional services by Contractor will not be billed without approval by Client, which may include phone, or email correspondence.
9. The Client will be invoiced every month.
10. Invoices submitted by the Contractor to the Client are due within 15 days of receipt.
11. Either party may terminate this agreement by providing not less than 60 days' written notice to the other party. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

REIMBURSEMENT OF EXPENSES

12. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. Contractor expenses will be pre approved by the Client before billing, unless purchase is necessary due to an emergency.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
14. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

17. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
18. In the event that the Contractor hires a sub-contractor:
- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

19. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

20. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

21. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- City Tenino
149 Hodgden St S, Tenino, WA 98589
- RTS Environmental, LLC
536 BROWN RD E, Chehalis, WA 98532

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

31. This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

SEVERABILITY

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this

Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 28th day of February, 2022.

City Tenino
Per: _____ (Seal)
Officer's Name: _____

RTS Environmental, LLC

File Attachments for Item:

3. P.A.R.C. (Parks, Arts, Recreation & Cultural) Specialist Position Title with a general statement of duties.

POSITION TITLE: P.A.R.C. (PARKS, ARTS, RECREATION & CULTURAL) SPECIALIST

DEPARTMENT: PARKS

HOURS: 15 hours per week.

PAY RATE: \$1,000.00 MONTHLY

GENERAL STATEMENT OF DUTIES: Performs a variety of duties pertaining to the City Parks, Arts, Recreation and Cultural programs.

SUPERVISION: This position answers directly to the Mayor in collaboration with the Department Heads.

EXAMPLES OF TYPICAL DUTIES:

- Coordinating Arts and Cultural programs.
- Managing the use of City's cultural facilities. (Parks, Community Center, Museum, and Quarry Pool.
- Collaborating with community partners.
- Provide a variety of office tasks including preparing correspondence; enter data into various computer programs.
- Other duties as may be assigned by the Mayor and Department Heads.
- Great customer service on phone or in person.
- Seek and manage grants.

SELECTION CRITERIA:

Knowledge:

- Knowledge of the Tenino Community and an appreciation for its history.
- Oral and written communication skills.
- Modern office practices, procedures and equipment.
- Telephone techniques and etiquette.
- Working knowledge of MS Word and MS Excel.

Abilities:

- Be a good collaborator.
 - Understand and follow oral and written directions.
 - Establish and maintain effective working relationships with co-workers, members of the community and organizations.
 - Work with diverse groups of people.
 - Have various interests in a myriad of aspects of the Community.
- Give oral presentations when called upon.

4.

File Attachments for Item:

4. Interlocal Agreement- Code Enforcement City of Rainier.

INTERLOCAL AGREEMENT FOR SERVICES RELATING TO CODE ENFORCEMENT BETWEEN THE CITY OF RAINIER AND THE CITY OF TENINO

THIS AGREEMENT dated this _____ day of _____ 2022, is made between the CITY OF RAINIER, a Washington Municipal Corporation (hereinafter referred to as "Rainier") whose address is 102 Rochester St, Rainier, WA, 98576, and the CITY OF TENINO, a Washington Municipal Corporation (hereinafter referred to as "Tenino") whose address is 149 Hodgden St. South, Tenino, WA 98589.

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

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

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

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

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

WHEREAS, such a contract between Tenino and Rainier would mutually benefit the respective municipalities;

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

1. **SCOPE OF SERVICES.** Tenino promises to:
 - a. Provide the services of a Code Enforcement Officer (hereinafter referred to as ("Enforcement Officer"). Tenino shall be responsible for ensuring the Enforcement Officer performs the following duties for Rainier: _____

2. **CONSIDERATION.** In consideration of the services to be provided by Tenino herein, Rainier promises to pay Tenino: Fifty and 0/100 Dollars (\$50.00) per hour of labor provided by Tenino employees pursuant to this Agreement. Tenino shall send invoices on a monthly basis showing the total number of labor hours expended by Tenino employees for the benefit of Rainier under this Agreement. Rainier shall promptly tender payment to Tenino on a monthly basis in accordance with Rainier's normal accounting and payment process.

3. **TERM OF AGREEMENT.** Tenino or Rainier may terminate this Agreement at any time, for any reason, without cause, by tendering at least thirty (30) days' written notice of the same. For the purpose of this section, "Tender" shall be complete by personally delivering notice to the other party at the address set forth above, or by placing notice in the mail. Tender of notice by mail shall be deemed complete on the third (3rd) day after the notice is placed in the US Mail. Tenino may immediately terminate this Agreement in the event of a bona fide emergency. This Agreement shall automatically terminate without notice in the event of disincorporation of either Rainier or Tenino, or either party's failure or refusal to cure a breach (as defined below) upon thirty (30) days written notice.
4. **BREACH.** If either Rainier or Tenino fail to keep or perform any of the terms and conditions herein contained, it shall constitute a breach hereof. The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other terms and conditions, but the same shall remain in full force and effect.
- A. If Rainier materially breaches this Agreement by failing to pay amounts due after receipt of a thirty (30) day written notice to cure, Tenino may terminate this Agreement.
 - B. If Tenino materially breaches this Agreement and fails to cure any material breach after receipt of a thirty (30) day written notice to cure, Rainier may terminate this Agreement. Rainier may thereafter contract with a third party for similar services and Tenino shall be liable for to Rainier for the amount of consideration paid by Rainier to the third party in excess of the consideration contracted for herein for up to 30 days from the date of termination. The purpose of this section, a "material breach" is defined as a breach that is serious enough in degree that such breach substantially defeats the purpose of the agreement.
5. **PERSONNEL.** Rainier and Tenino agree that:
- A. Control of the Operator and of other personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be governed entirely by the City of Tenino.
 - B. All persons rendering service hereunder shall be considered employees of the City of Tenino.
 - C. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of Tenino.
 - D. In the implementation of this Agreement, Tenino will be responsible for its acts and for the acts of its agents and employees, and Tenino shall defend, hold harmless, and indemnify Rainier from and against all claims, suits, or other actions to the extent of Tenino's negligence arising as a result of its performance under this agreement. Rainier will not be responsible for the actions of Tenino's personnel.
 - E. The Mayor of Rainier, or such other designated person, may have direct contact with the Enforcement Officer regarding services, but may not supervise or otherwise direct the work of the Code Enforcement Officer.

- F. Tenino may at its discretion prioritize and schedule work of the Code Enforcement Officer to meet the obligations to Tenino and to Rainier under this Agreement.
6. **INDEMNITY.** Rainier will be responsible for its acts and for the acts of its agents and employees. Provided, Rainier shall not be liable for compensation or indemnity to any Tenino employee for injury or sickness arising out of his or her employment with Tenino, or by reasons of the performance of any of the services provided herein. Tenino defends, indemnifies, and hold harmless Rainier against any loss or expense by reason of injury or sickness compensation arising out of employment of any Tenino personnel. Provided further, Tenino hereby agrees to defend, indemnify, and hold harmless Rainier against any loss or liability to the extent resulting from any act or omission or failure to act by Tenino personnel.
7. **RECORDING.** Pursuant to Chapter 39.34 RCW, Rainier shall cause this Agreement to be recorded with the Thurston County Auditor's Office, or, alternatively, listed by subject on a Rainier's web site or other electronically retrievable public source after all parties have fully executed.
8. **NO SEPARATE LEGAL ENTITY CREATED.** This Agreement creates no Joint Board and no separate legal entity.
9. **DISPUTE RESOLUTION.** In the event of a dispute between the Parties with respect to this Agreement, the Parties shall first seek resolution through mediation on terms and conditions agreed to in writing or, in the event the Parties do not reach such agreement, through the Dispute Resolution Center of Thurston County. Each Party will bear its own costs and fees for mediation, including one half of the mediation service provider cost. Mediation shall be required prior to any suit being filed by a Party arising out of this Agreement.
10. **NOTICE.** Unless otherwise stated herein, any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Date: _____

Robert Shaw,
Mayor,
City of Rainier

Date: _____

Wayne Fournier, Mayor
City of Tenino

Date: _____

Approved as to form:

Richard L Hughes, City Attorney

File Attachments for Item:

7. Meeting Minutes for 2/22/2022

Recommended Action: Motion to approve 2/22/2022 meeting minutes as presented.

**City Council Meeting
Tuesday, February 22, 2022**

Minutes

WORK SESSION

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

PRESENT

Councilmember Linda Gotovac

Councilmember Elaine Klamn

Councilmember John O'Callahan

Councilmember Jason Lawton

Councilmember Rachel Davidson.

1. Water Report from Public Works Director Troy Cannon

Public Works Director Cannon went over the water report again and answered all questions from Council.

PWD Cannon then explained the need for the rental of the trailer mounted belt filter press unit which will separate water from solids and how it will allow us to empty the lagoon at the sewer plant

CALL TO ORDER

Pro tem Mayor Gotovac convened the regular council meeting to order at 7:30 pm with

PRESENT

Councilmember Linda Gotovac

Councilmember Elaine Klamn

Councilmember John O'Callahan

Councilmember Jason Lawton

Councilmember Rachel Davidson.

AGENDA APPROVAL

2. Agenda for the Regular Meeting of the 2/22/22.

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 Davidson.

Motion passes 5/0.

APPROVAL OF MINUTES

- 3. Meeting Minutes for 2/8/2022

Recommended Action: Motion to approve 2/8/2022 meeting minutes as presented.

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

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

Motion passes 5/0.

CONSENT CALENDAR

- 4. Consent Calendar consisting of February 9, 2022 through February 22, 2022:

Payroll EFT's in the amount of \$106,734.62

Claims Checks #30411 through #30448 and EFT's in the amount of \$53,156.51

for a grand total of \$159,891.13

Liquor Cannabis License: None

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

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

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

Motion passes 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

None

NEW BUSINESS

5. HAPI Grant

Washington State Department of Commerce Housing Action Plan Implementation (HAPI) grant to adopt a Housing Action Plan contract- Final Draft for signature.

Recommended Action: Review and motion to approve HAPI grant.

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

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

Motion passes 5/0.

6. Public Works Rental Proposal

Rental Proposal for trailer mounted belt filter press unit. This machine will separate water from solids and will allow us to empty the lagoon at the sewer plant.

Recommended Action: Review and motion to approve Rental Proposal.

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

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

Motion passes 5/0.

7. Amendment 4 CDBG Grant

Recommended Action: Review and motion to approve Amendment 4.

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

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

Motion passes 5/0.

8. Resolution 2022-03

As part of the exchange of property proposal, the City Council needs to declare 1137 Washington Ave E surplus to the City's needs. Attached is a resolution of the Council that does that. Once the resolution is passed, the city is authorized to enter into the Property Exchange Agreement involving that property.

Recommended Action: Review the passage of the attached resolution declaring 1137 Washington Ave E surplus to the city's needs and to authorize the Mayor to sign it.

Discussion and explanation held.

9.

RESOLUTIONS

10. Resolution 2022-03

A Resolution of the city council of the City of Tenino declaring certain city owned property surplus to the needs of the city.

Recommended Action: Review and motion to approve Resolution 2022-03

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

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

Motion passes 5/0.

ORDINANCES

11. Ordinance 904 Amendment on ARCH Commission

Recommended Action: Review and motion to approve Amended Ordinance 904.

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

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

Motion passes 5/0.

REPORTS

12. 1) Chamber of Commerce

2) Economic Development Council (EDC)

3) Experience Olympia & Beyond (VCB)

4) Fire District #12

5) Library

6) Museum

7) Tenino Community Service Center

1) Chamber of Commerce: George Sharp reported the next meeting will be March 16th at the Kodiak Room, with the Fire Chief presenting on the direct of the Fire District.

7) Tenino Community Service Center: Jody reported that Saturday they will be helping with the kids vaccinations at the Quarry House. The Food Center is also a place for the Tenino and Bucoda residents to be tested for COVID by appointment.

13. 1) ARCH Commission

2) Civil Service Commission

3) Façade Improvement Grant Review Committee

4) Finance Committee

5) Planning Commission

6) Public Safety Committee

1) ARCH Commission: George gave an update on the ordinance.

5) Planning Commission: Rene reported they have started discussing the possibility of the use of park lets on Sussex. However, they are at the very beginning stages of gathering permits and authorizations from the State Transportation Dept.

14. 1) Chief of Police

2) Director of Public Works

3) City Planner

4) Code Enforcement/Building Inspector

5) City Attorney

6) Clerk/Treasurer

7) Mayor

2) Director of Public Works: Troy gave his report during the work session.

4) Code Enforcement/Building Inspector: Rene reported he has been working with L.G. Nelson and they provided a C of O to the Pizza Mia for their fire suppression.

6) Clerk/Treasurer: Kayleen reported she has been clearing up some reports that need to be filed.

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

2) Community Investment Partnership (CIP)

3) Solid Waste Advisory Board

4) South Thurston Economic Development Initiative (STEDI)

5) TCOMM/911

6) Tenino School Board**7) Thurston Regional Planning Council (TRPC)****8) Transportation Policy Board****9) Legislature**

1) Bucoda/Tenino Healthy Action Team (BTHAT): Councilmember Lawton reported the meeting was last night and if anyone wants the notes he will email them.

4) South Thurston Economic Development Initiative (STEDI): George Sharp reported the next meeting will be on 3/18/2022 via Zoom.

6) Tenino School Board: Councilmember Davidson reported the Girls varsity basketball team will be playing this weekend. The PTSA is hosting a dinner auction on May 20th.

9) Legislature: Councilmember Gotovac reported on bill 18.27 which concerns the Dept of Commerce and their transportation budget.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

None

ADJOURNMENT

Mayor Fournier adjourned the meeting at 7:52 pm.

File Attachments for Item:

8. Consent Calendar consisting of February 23, 2022 through March 8, 2022:

Payroll EFT's in the amount of \$35,289.07

Claims Checks #30449 through #30473 and EFT's in the amount of \$26,218.44 for a grand total of \$61,507.51

Liquor Cannabis License: None

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

Consent Calendar consisting of February 23, 2022 through March 8, 2022:

- Payroll EFT's in the amount of \$35,289.07**
- Claims Checks #30449 through #30473 and EFT's in the amount of \$26,218.44**

for a grand total of \$61,507.51

CHECK REGISTER

Time: 16:01:25 Date: 03/08/2022

02/23/2022 To: 03/08/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
587	03/05/2022	Payroll	5	EFT	Robert A Auderer	4,671.90	
588	03/05/2022	Payroll	5	EFT	Rachel L Davidson	114.89	
589	03/05/2022	Payroll	5	EFT	Wayne R Fournier	1,095.96	
590	03/05/2022	Payroll	5	EFT	Linda Gotovac	114.89	
591	03/05/2022	Payroll	5	EFT	Effie E Klamn	68.93	
592	03/05/2022	Payroll	5	EFT	Jason A Lawton	114.89	
593	03/05/2022	Payroll	5	EFT	John J O'Callahan	206.80	
594	03/05/2022	Payroll	5	EFT	Veronica A Barnes	1,503.12	
595	03/05/2022	Payroll	5	EFT	Miles Cannon	1,674.34	
596	03/05/2022	Payroll	5	EFT	Troy LK Cannon	2,702.72	
597	03/05/2022	Payroll	5	EFT	Kayleen Canup	1,894.37	
598	03/05/2022	Payroll	5	EFT	Rene Durand	1,432.41	
599	03/05/2022	Payroll	5	EFT	Samantha L Garcia	1,632.02	
600	03/05/2022	Payroll	5	EFT	Brent L Gibbs	1,617.32	
601	03/05/2022	Payroll	5	EFT	Drew Johnson	1,474.95	
602	03/05/2022	Payroll	5	EFT	Aaron Lee	2,008.24	
603	03/05/2022	Payroll	5	EFT	Jason M Plaja	1,819.16	
604	03/05/2022	Payroll	5	EFT	Maria Rodriguez	1,424.36	
605	03/05/2022	Payroll	5	EFT	Jennifer N Scharber	1,135.64	
606	03/03/2022	Payroll	5	EFT	Timberland Bank	8,582.16	941 Deposit for Pay Cycle(s) 03/05/2022 - 03/05/2022
631	03/08/2022	Claims	5	30449	911 Supply - Keizer	81.31	
632	03/08/2022	Claims	5	30450	AmeriSafe	1,058.24	
633	03/08/2022	Claims	5	30451	Centralia OK Tire	52.64	
634	03/08/2022	Claims	5	30452	Dragon Analytical Laboratory	408.00	
635	03/08/2022	Claims	5	30453	Hillier, Scheibmeir & Kelly, PS	9.30	
636	03/08/2022	Claims	5	30454	Joes Refuse	863.34	
637	03/08/2022	Claims	5	30455	Drew Johnson	180.18	
638	03/08/2022	Claims	5	30456	Law Office of Richard L. Hughes PLLC	3,570.00	
639	03/08/2022	Claims	5	30457	LeMay Mobile Shredding	2.05	
640	03/08/2022	Claims	5	30458	Mountain Mist Water	184.97	
641	03/08/2022	Claims	5	30459	Pitney Bowes	1,077.23	
642	03/08/2022	Claims	5	30460	Puget Sound Energy	6,068.39	
643	03/08/2022	Claims	5	30461	Quill	90.45	
644	03/08/2022	Claims	5	30462	Right Systems Inc	4,993.61	
645	03/08/2022	Claims	5	30463	Schaeffer's Mfg. Co.	284.48	
646	03/08/2022	Claims	5	30464	Tenino Chamber Of Commerce	15.00	
647	03/08/2022	Claims	5	30465	Tenino Marketfresh	76.85	
648	03/08/2022	Claims	5	30466	Tenino Telephone Co	1,730.37	
649	03/08/2022	Claims	5	30467	City Of Tenino	1,548.68	
650	03/08/2022	Claims	5	30468	Thurston Co Health Dept	785.00	
651	03/08/2022	Claims	5	30469	Thurston Co Treasurer	225.52	
652	03/08/2022	Claims	5	30470	Thurston-Mason Behavior Health Org	140.73	
653	03/08/2022	Claims	5	30471	Voyager Fleet System	2,703.38	
654	03/08/2022	Claims	5	30472	WA State Patrol	16.00	
655	03/08/2022	Claims	5	30473	Wilson Parts Corporation	52.72	

001 General Government Fund #001	39,891.81
002 Quarry Pool Fund #002	1,059.28
101 City Street Fund #101	4,192.05
401 Water Fund	4,530.28
410 Sewer Fund	11,834.09

Claims:	26,218.44
Payroll:	35,289.07
Total:	61,507.51

File Attachments for Item:

10. Waste Water Contract Termination.

Recommended Action: Review and Approve Waste Water Contract Termination.



2022 Amendment to Agreement

Pursuant to Paragraph IV of the "Wastewater Treatment Plant Operations and Services Agreement" by and between Water & Wastewater Services (WWS) and City of Tenino made and entered into as of July 1, 2019 (hereinafter "**Agreement**"),

WWS and the City of Tenino agree to the following terms of this "2022 Amendment to Agreement" regarding the setting of a new contract period and contract end date:

- 1. Paragraph I of the Agreement. Paragraph I of the Agreement is hereby amended by striking and deleting "5 years" and striking "June 30, 2024" and inserting "March 31, 2022" such that the contract will end on March 31, 2022. Adding "The City of Tenino will not be responsible for any fees dated after March 31, 2022" to the end of paragraph I.

- 2. No Other Changes to Agreement. Other than as described in this 2022 Amendment to Agreement, the terms of the "Wastewater Treatment Plant Operations and Services Agreement" between the parties shall continue unchanged in accordance with its terms.

Agreed to By:

City of Tenino

Water & Wastewater Services, LLC

By: _____

By: _____

Dated: _____

Dated: _____

File Attachments for Item:

11. Quarry House Renovation Project Contract Award Recommendation

Recommended Action: Review and Approve Quarry House Renovation Bid.



Memorandum

To: Kayleen Canup - City of Tenino
From: Michael Marshall, PE *MM*
Date: March 4, 2022
Re: Quarry House Renovation Project Contract Award Recommendation

The City advertised for bids for the Tenino Quarry House Renovation Project on February 15, 2022 to renovate the Quarry House. The City opened three bids that were submitted on March 2, 2022 at 1:00 PM. The bids ranged from \$278,186.40 to \$388,513.80 including sales tax. The low bid was offered by Grit City Contracting LLC.

Grit City Contracting's bid is the low bid submitted and is properly filled out including signatures and is deemed to be responsive.

I have attached the bid tabulation.

I have verified that Grit City Contracting is in good standing with the state of Washington. I have also checked their references which were all good.

I also checked the SAM debarment list and Grit City Contracting is not on it.

We recommend that the City award the contract for Tenino Quarry House Renovation to Grit City Contracting LLC.

CITY OF TENINO QUARRY HOUSE RENOVATION PROJECT
 Bidder's Tabulation
 Bid Opening - March 2, 2022 - 1:00 pm

BID ITEM No.	BID ITEM NAME	TOTAL UNITS	GHI City Contracting		Contract, Inc.		Five Rivers Construction, Inc.	
			COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST
1	PLUMBER	40	\$ 91.00	\$ 3,640.00	\$ 135.00	\$ 5,400.00	\$ 166.75	\$ 6,670.00
2	ELECTRICIAN	80	\$ 83.00	\$ 6,640.00	\$ 143.00	\$ 11,440.00	\$ 175.25	\$ 14,280.00
3	CARPENTER	300	\$ 79.00	\$ 23,700.00	\$ 125.00	\$ 37,500.00	\$ 89.60	\$ 26,880.00
4	GENERAL LABORER	200	\$ 65.00	\$ 13,000.00	\$ 85.00	\$ 17,000.00	\$ 74.00	\$ 14,800.00
5	PAINTER	100	\$ 58.00	\$ 5,800.00	\$ 185.25	\$ 18,525.00	\$ 86.25	\$ 8,625.00
6	MOBILIZATION	1	\$ 4,800.00	\$ 4,800.00	\$ 25,000.00	\$ 25,000.00	\$ 88,500.00	\$ 88,500.00
7	MATERIALS AND EQUIPMENT	1	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
SUBTOTAL CONSTRUCTION COSTS				\$287,580.00		\$316,865.00		\$359,735.00
SALES TAX AT 8.0%				\$20,606.40		\$25,032.34		\$28,778.80
SUBTOTAL CONSTRUCTION COSTS & SALES TAX				\$308,186.40		\$341,897.34		\$388,513.80

NOTICE OF AWARD

Dated March 9, 2022

TO: Grit City Contracting LLC
(BIDDER)

ADDRESS: 5473 Steilacoom Blvd. SW, Lakewood, WA 98499

PROJECT: City of Tenino – Quarry House Renovation Project

OWNER's CONTRACT NO. _____

CONTRACT FOR: City of Tenino – Quarry House Renovation Project

You are notified that your Bid dated March 2, 2022 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Tenino Quarry House Renovation

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your contract is Two hundred seventy eight thousand, one hundred eighty six dollars and forty cents (\$278,186.40).

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by March 24, 2022:

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement, the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedents).

a. _____

b. _____

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Tenino

 (OWNER)

By: _____
 (AUTHORIZED SIGNATURE)

 (TITLE)

ACCEPTANCE OF AWARD

 (CONTRACTOR)

By: _____
 (AUTHORIZED SIGNATURE)

 (TITLE)

 (DATE)

Contractors

GRIT CITY CONTRACTING LLC

Owner or tradesperson

Principals

TALOYA, JOEL MARTINEZ, PARTNER/MEMBER

5148 N 30TH ST
TACOMA, WA 98407
253-686-6109
PIERCE County

Doing business as

GRIT CITY CONTRACTING LLC

WA UBI No.
604 864 410

Business type
Limited Liability Company

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties

GENERAL

License no.

GRITCCC782CG

Effective — expiration

02/09/2022— 02/09/2024

Bond

Ohio Cas Ins Co

Bond account no.
999157165

\$12,000.00

Received by L&I
02/03/2022

Effective date
02/01/2022
Expiration date
Until Canceled

Insurance

Contractors Bonding & Insuranc

Policy no.
C11SN5722

\$1,000,000.00

Received by L&I
02/03/2022

Effective date
02/01/2022
Expiration date
02/01/2023

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

11. No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the Oregon Bureau of Labor & Industries or Montana Department of Labor & Industry to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
225,062-00

Recently opened account, no premiums are due or owed at this time.

Doing business as
GRIT CITY CONTRACTING

Estimated workers reported
N/A

L&I account contact
T2 / DALE RIUTTA (360)902-4834 - Email: RIUD235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019
Needs to complete training.

Contractor Strikes
No strikes have been issued against this contractor.

Contractors not allowed to bid
No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

File Attachments for Item:

12. WWTP Operator Position Review

Recommended Action: Review and Approve WWTP Operator Position.

Wastewater Treatment Plant Operator; OIT Operator in training or level 1 / level 2

Purpose of Job

Employees in this class are under supervision of the Public Works Director, and WWTP Operator 3. This position performs work in operating the wastewater treatment plant, performs other work as required.

Equipment/ Job Location

- Employee works inside and outdoors regardless of weather.
- Employee may be exposed to hazardous chemicals, open pits, water, sewage, and various types of chemicals.
- The employee will be exposed to loud noise, dirt, dust, and foul odors.

Essential Functions of the Job

The following duties for this job. These are not to be construed as exclusive or all-inclusive. Other duties that may be required and assigned.

- Conducts bacteriological and chemical tests required by local, state, and federal regulations
- Observes the conditions of sewage entering the treatment plant, adjusts the addition of chemicals for proper sewage treatment according to prescribed standards
- Adjusts the composition of chemicals used in treatment wastewater
- Ensures that all systems are working properly including the primary and secondary clarifiers, chlorinators, and filters
- Ensures the timely and accurate completions of a variety of reports as required by local, state, and federal regulations

Additional examples of work performed

- Performs maintenance on pumps and other equipment, including packing bearings on motors, changing, or adding oil, makes necessary repairs on equipment, wash tanks, etc.
- Performs additional duties or emergency duties after normal working hours when requested by supervisor
- Performs other duties as required

Required Knowledge and abilities

- Knowledge of principles of wastewater treatment
- Knowledge of all chemical tests and laboratory equipment used in wastewater treatment
- Knowledge of occupational hazards and safety precautions
- Knowledge of Local, Federal, and State wastewater regulations
- Knowledge of OSHA regulations
- Knowledge of department functions, rules, regulations, and procedures
- Ability to use laboratory equipment and perform chemical tests
- Ability to keep detailed records and reports
- Ability to maintain a high level of discipline and morale

- Ability to communicate clearly and effectively orally and written
- Ability to complete accurate records and make reports
- Ability to establish and maintain an effective working relationship with the public and other employees

Minimum Requirements

- 18 years of age
- Possess a valid Washington State driver's license

Minimum training and experience required to perform essential job functions

Any combination of training and experience equivalent to:

- High school diploma or equivalent
- Must be willing to obtain a valid Washington OIT Wastewater Treatment Plant certificate
- Level 1 or 2 OIT Operator

Physical Requirements

- Ability to descend and climb a maximum of 30 rungs on a ladder
- Ability to lift 70 pounds
- Ability to detect and differentiate colors

While performing the duties of this job, the employee is regularly required to walk long distances, stand, sit, exert considerable physical effort involving stooping/kneeling, pushing/pulling, climbing, balancing, lifting, carrying, bending, performing other similar actions throughout the course of the workday. Employees require sufficient mobility to work in a field setting with exposure to a variety of weather conditions, slippery and uneven surfaces. While performing the job duties the employee is required to operate hand tools and equipment and transport materials and supplies weighing up to 70 pounds; use fine and gross motor coordination in using numerous maintenance, power, and hand tools, and equipment and machinery; reach with hands and arms; travel regularly by vehicle for district related duties; use standard office equipment such as computers, copiers, and fax machines; hearing and vision within normal ranges with correction. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

File Attachments for Item:

13. Interlocal Agreement- Code Enforcement City of Rainier.

Recommended Action: Review and Approve Interlocal Agreement with City of Rainier.

INTERLOCAL AGREEMENT FOR SERVICES RELATING TO CODE ENFORCEMENT BETWEEN THE CITY OF RAINIER AND THE CITY OF TENINO

THIS AGREEMENT dated this _____ day of _____ 2022, is made between the CITY OF RAINIER, a Washington Municipal Corporation (hereinafter referred to as "Rainier") whose address is 102 Rochester St, Rainier, WA, 98576, and the CITY OF TENINO, a Washington Municipal Corporation (hereinafter referred to as "Tenino") whose address is 149 Hodgden St. South, Tenino, WA 98589.

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

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

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

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

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

WHEREAS, such a contract between Tenino and Rainier would mutually benefit the respective municipalities;

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

1. **SCOPE OF SERVICES.** Tenino promises to:
 - a. Provide the services of a Code Enforcement Officer (hereinafter referred to as ("Enforcement Officer")). Tenino shall be responsible for ensuring the Enforcement Officer performs the following duties for Rainier: _____

2. **CONSIDERATION.** In consideration of the services to be provided by Tenino herein, Rainier promises to pay Tenino: Fifty and 0/100 Dollars (\$50.00) per hour of labor provided by Tenino employees pursuant to this Agreement. Tenino shall send invoices on a monthly basis showing the total number of labor hours expended by Tenino employees for the benefit of Rainier under this Agreement. Rainier shall promptly tender payment to Tenino on a monthly basis in accordance with Rainier's normal accounting and payment process.

3. **TERM OF AGREEMENT.** Tenino or Rainier may terminate this Agreement at any time, for any reason, without cause, by tendering at least thirty (30) days' written notice of the same. For the purpose of this section, "Tender" shall be complete by personally delivering notice to the other party at the address set forth above, or by placing notice in the mail. Tender of notice by mail shall be deemed complete on the third (3rd) day after the notice is placed in the US Mail. Tenino may immediately terminate this Agreement in the event of a bona fide emergency. This Agreement shall automatically terminate without notice in the event of disincorporation of either Rainier or Tenino, or either party's failure or refusal to cure a breach (as defined below) upon thirty (30) days written notice.
4. **BREACH.** If either Rainier or Tenino fail to keep or perform any of the terms and conditions herein contained, it shall constitute a breach hereof. The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other terms and conditions, but the same shall remain in full force and effect.
- A. If Rainier materially breaches this Agreement by failing to pay amounts due after receipt of a thirty (30) day written notice to cure, Tenino may terminate this Agreement.
 - B. If Tenino materially breaches this Agreement and fails to cure any material breach after receipt of a thirty (30) day written notice to cure, Rainier may terminate this Agreement. Rainier may thereafter contract with a third party for similar services and Tenino shall be liable for to Rainier for the amount of consideration paid by Rainier to the third party in excess of the consideration contracted for herein for up to 30 days from the date of termination. The purpose of this section, a "material breach" is defined as a breach that is serious enough in degree that such breach substantially defeats the purpose of the agreement.
5. **PERSONNEL.** Rainier and Tenino agree that:
- A. Control of the Operator and of other personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be governed entirely by the City of Tenino.
 - B. All persons rendering service hereunder shall be considered employees of the City of Tenino.
 - C. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of Tenino.
 - D. In the implementation of this Agreement, Tenino will be responsible for its acts and for the acts of its agents and employees, and Tenino shall defend, hold harmless, and indemnify Rainier from and against all claims, suits, or other actions to the extent of Tenino's negligence arising as a result of its performance under this agreement. Rainier will not be responsible for the actions of Tenino's personnel.
 - E. The Mayor of Rainier, or such other designated person, may have direct contact with the Enforcement Officer regarding services, but may not supervise or otherwise direct the work of the Code Enforcement Officer.

F. Tenino may at its discretion prioritize and schedule work of the Code Enforcement Officer to meet the obligations to Tenino and to Rainier under this Agreement.

6. **INDEMNITY.** Rainier will be responsible for its acts and for the acts of its agents and employees. Provided, Rainier shall not be liable for compensation or indemnity to any Tenino employee for injury or sickness arising out of his or her employment with Tenino, or by reasons of the performance of any of the services provided herein. Tenino defends, indemnifies, and hold harmless Rainier against any loss or expense by reason of injury or sickness compensation arising out of employment of any Tenino personnel. Provided further, Tenino hereby agrees to defend, indemnify, and hold harmless Rainier against any loss or liability to the extent resulting from any act or omission or failure to act by Tenino personnel.
7. **RECORDING.** Pursuant to Chapter 39.34 RCW, Rainier shall cause this Agreement to be recorded with the Thurston County Auditor's Office, or, alternatively, listed by subject on a Rainier's web site or other electronically retrievable public source after all parties have fully executed.
8. **NO SEPARATE LEGAL ENTITY CREATED.** This Agreement creates no Joint Board and no separate legal entity.
9. **DISPUTE RESOLUTION.** In the event of a dispute between the Parties with respect to this Agreement, the Parties shall first seek resolution through mediation on terms and conditions agreed to in writing or, in the event the Parties do not reach such agreement, through the Dispute Resolution Center of Thurston County. Each Party will bear its own costs and fees for mediation, including one half of the mediation service provider cost. Mediation shall be required prior to any suit being filed by a Party arising out of this Agreement.
10. **NOTICE.** Unless otherwise stated herein, any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Date: _____

Robert Shaw,
Mayor,
City of Rainier

Date: _____

Wayne Fournier, Mayor
City of Tenino

Date: _____

Approved as to form:

Richard L Hughes, City Attorney

File Attachments for Item:

14. Ordinance 923 Amending Ordinance 904 on ARCH Commission Chapter 2.70 ARCH Commission.

Recommended Action: Review and motion to adopt second reading of Amended Ordinance 904.

ORDINANCE 923
AN ORDINANCE OF THE CITY OF TENINO, WASHINGTON, AMENDING
CHAPTER 2.70, ARTS, CULTURE, AND HISTORY (ARCH)
COMMISSION.

WHEREAS, Ordinance 904 adding Chapter 2.70, Arts, Culture, and History (ARCH) Commission to the Tenino Municipal Code was adopted by the Tenino City Council on July 23rd, 2019; and

WHEREAS, the City hasn't revised Ordinance 904 since it was adopted and understands that amendments need to be made; and

WHEREAS, the City has received certification by the State of Washington ARTS Commission as a "Certified Creative District" for the purposes of funding.

NOW THEREFORE, the City Council of the City of Tenino, Washington, do ordain as follows:

Section I. It is the intention of the City Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Tenino, Washington, and the section of the code and this ordinance may be renumbered to accomplish that intention.

Section II. An amendment to chapter, numbered 2.70, and titled "Arts, Culture, and History (ARCH) Commission," shall be amended to the Tenino Municipal Code as more fully described in Exhibit A attached hereto, made part hereof, and incorporated herein by reference.

ADOPTED and **PASSED** by the Tenino City Council this _____ day of _____ 2022.

Wayne Fournier, Mayor

Attest:

Approved as to Form:

Kayleen Canup, Clerk/Treasurer

Richard L. Hughes, City Attorney

EXHIBIT A TO ORDINANCE 923

Chapter 2.70

Arts, Recreation, Culture, and History (ARCH) Commission

2.70.005 -- Established.

There is hereby established a Commission to be known as the "Arts, Recreation, Culture, and History Commission (ARCH Commission, or simply "Commission"). The Commission shall be an advisory Commission to the Tenino City Council and the Mayor and shall be considered part of the City's Executive Branch. It shall be the purpose of the Commission to propose the ways and means of integrating the areas of The Arts, Recreation, Culture, and History into the City's Comprehensive Plan, and all other Economic Development plans and efforts of the City, and to advise the Mayor and City Council on matters concerning the Arts, Recreation, Culture, and History.

2.70.10 — Composition, Status, and Term.

- A. The Commission shall consist of five members, to be appointed by the Mayor. Such appointment shall not be subject to confirmation by the City Council.
- B. Commissioners shall serve without remuneration of any sort, except the reimbursement of authorized expenses.
- C. The Commissioners shall fill positions that shall be numbered from 1 to 5.
- D. The term of service shall be for four years. Initially, however, the odd-numbered Commissioners shall serve only a two-year term in order to ensure continuity. The two Commissioners who will serve "short terms" shall be as a result of drawing lots; the two shortest lots shall fill the odd-numbered positions. Thereafter, Commissioners shall be appointed or reappointed according to the schedule set forth in 2.070.020 below.
- E. In the event a vacancy occurs prior to the expiration of an existing term, the Mayor shall appoint a qualified applicant to serve the remainder of the term so vacated and the position so filled will be subject to appointment or reappointment according to the schedule set forth in 2.070.020 below.

2.70.015 — Requirements to serve.

No person shall serve as a Commissioner unless they shall be a resident of the Tenino School District, have attained the age of legal majority, have graduated high school or its equivalent, and able to effectively communicate in English.

EXHIBIT A TO ORDINANCE 923

2.70.020 - Officers.

A. Chairperson. The Commissioners shall elect from amongst themselves a Chairperson during the first meeting of the Commission, and during the October meeting in every odd-numbered year thereafter. The Chair shall have a vote.

~~B. Clerk. The commissioners shall elect from amongst themselves a Clerk during the first meeting of the Commission, and during the October meeting in every even-numbered year thereafter. The Clerk shall have a vote.~~

B. Chair Pro Tempore. Whenever the Chairperson is unable to attend a scheduled meeting, the commissioners shall elect from amongst the commissioner's then present a Chair Pro Tempore to preside over the meeting. The Chair Pro Tempore shall have a vote.

2.70.025 -- Meetings.

The ARCH Commission shall meet at the call of the Chairperson, or a minimum of twice each year on the 3rd Thursday in April and October.

2.70.030 — Quorum.

A quorum shall consist of three members. No action shall be taken without a quorum being present. In the event there is not a quorum, the Commissioners then present may decide amongst themselves to continue the meeting and may deliberate upon any matter they wish, including items on the proposed agenda, but may not vote.

2.70.035 — Conduct of Meetings.

A. Roberts Rules of Order, as it currently exists or may hereafter be amended, shall be the Commission's rules for the conduct of meetings.

B. Meetings of the ARCH Commission are Open Public Meetings and must adhere to all the requirements for such in accordance with State law.

2.70.040 -- Voting.

A. A simple majority shall be required for the passage of any motion.

B. In the event of a tie vote, the issue shall be tabled until such time as the full Commission is in attendance and the matter can be brought up for a vote by the full Commission.

EXHIBIT A TO ORDINANCE 923

2.70.045 — Public Participation.

- A. The City has a policy of open government, and every meeting of the Commission shall afford any member of the public an opportunity to speak during a "Public Comment Period."
- B. The Commission shall not deliberate upon any issue raised by a member of the public during the current meeting. The Commission may, however, decide to include such issue as an agenda item in a future meeting. In such a circumstance, the Commission should inquire if the member of the public who raised the issue would like to make a full presentation to the Commission on a future date.
- C. While public participation is highly encouraged, such participation must remain respectful in all ways. Any member of the public who becomes disruptive shall be warned by the Chair that if they cannot comport themselves in a respectful manner, they shall be asked to leave. Any member of the public who is asked to leave by the Chair shall be removed by a member of the Tenino Police Department if necessary to continue the current meeting.

2.70.050 -- Staff.

- A. The City of Tenino shall provide a member of the ~~full-time~~ City Staff as and for the administrative support to the Commission. The City, in its sole discretion, may appoint an existing staff member to these duties, or may provide such staff member by contract.
- B. The purpose of the Staff Member shall be to carry forward the work of the Commission between meetings of the Commission. The minimum duties that shall be performed by the Staff Member are:
1. Preparation and publication of meeting agendas.
 2. Recording and publishing the minutes of each meeting.
 3. Providing input to the preparation of the Commission's budget and executing such budget, once approved by the City Council.
 4. Liaison between the Commission and all other elements of the City and with external organizations that support the City's goals and objectives.
 5. Once approved by the Tenino City Council, implement the Commission's proposals for the integration of the Arts, Recreation, Culture, and History into the City's Comprehensive Plan and any other plans or programs the City may have related to the purpose of the ARCH Commission.

EXHIBIT A TO ORDINANCE 923**2.70.055 -- Budget.**

- A. The City Council shall fix by Ordinance the Commission's funding level for each fiscal year.
- B. The assigned Staff Member shall participate in the City's budget development process as would any other department. For budgeting purposes, the ARCH Commission shall be considered a part of Community Planning and Economic Development.
- C. Budget development and execution of the budget once adopted by the City Council shall be in accordance with the City of Tenino Financial Policies Manual as it currently exists or as may be amended from time to time.

CITY COUNCIL AGENDA STAFF REPORT

Council Meeting Date: 3/8/2022

Agenda Item Number: _____

Originator: Kayleen Canup

Title: Clerk/Treasurer

Discussion Action Required

Department: Administrative

Old Business New Business Resolution Ordinance Public Hearing

Subject: Ordinance 923

Comments:

Ordinance 923 Amending Ordinance 904
Chapter 2.70 Arts, Culture, and History (ARCH) Commission

Staff Recommendation:

**2nd Reading of Ordinance 923
Council Approval.**