City of Tenino

149 Hodgen Street South Tenino, WA 98589

City Council Meeting Tuesday, June 13, 2023 at 7:00 PM

Agenda

WORK SESSION

1. Public Safety Sales Tax Discussion

Recommended Action: None, Discussion Only.

2. RV Ordinance Discussion

Recommended Action: None, Discussion Only

3. Recommended Action: None.

CALL TO ORDER

AGENDA APPROVAL

4. Agenda for the Regular Meeting of the 6/13/23.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

5. Meeting Minutes for 5/23/2023

Recommended Action: Motion to approve 5/23/2023 meeting minutes as presented.

CONSENT CALENDAR

6. Consent Calendar consisting of May 24, 2023 through June 13, 2023:

Payroll EFT's in the amount of \$68,772.57 Claims Checks #31441 through #31483 and EFT's in the amount of \$252,773.06

for a grand total of \$321,545.63

Liquor Cannabis License: Mill Lane Winery, Raise for Rowyn Run (June 17) Raise for Rowyn Beer Garden at Jubilee (July 8)

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

EXECUTIVE SESSION

7. Executive Session for Potential Litigation (Estimated 30 Minutes)

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

- 2019 Fraud update. The City of Teninos Insurance provider has reviewed all the materials submitted, including the SAO's report and went so far as to reach out to the former employee. They will be covering the misappropriated cash in the amount of \$22,783.00. City should receive a reimbursement check next week.
- 9. Quarry House Amendment 2. This amendment will extend the period of performance end date from June 1, 2023 to August 1, 2023. The amendment will also add \$77,000 to the original grant amount, changing the total grant amount from \$350,655 to \$427,655. The original scope of work and project budget will also be updated. The additional funds will be added to the "Capital Improvements" budget line item

Recommended Action: Motion to approve Quarry House Amendment 2.

NEW BUSINESS

10. PST Agreement

Recommended Action: Motion to approve PST Agreement.

<u>11.</u> Amendment for Construction Phase services for Hodgden Street

Recommended Action: Motion to approve Amendment.

12. Planning Commission Applicant

Recommended Action: Review application and approve new Planning Commissioner Mathew Rounsley.

13. Oregon Trail Days Request to Waive Fees

Recommended Action: Motion to approve waiving fees for Oregon Trail Days.

RESOLUTIONS

ORDINANCES

REPORTS

- 14. 1) Chamber of Commerce
 - 2) Economic Development Council (EDC)
 - 3) South Thurston Economic Development Initiative (STEDI)
 - 4) ARCH Commission

- 5) Experience Olympia & Beyond (VCB)
- 6) South Thurston Fire
- 7) Library
- 8) Museum
- 9) Tenino Community Service Center
- 15. 1) Civil Service Commission
 - 2) Façade Improvement Grant Review Committee
 - 3) Finance Committee
 - 4) Planning Commission
 - 5) Public Safety Committee
- 16. 1) Chief of Police
 - 2) Director of Public Works
 - 3) Clerk/Treasurer
 - 4) Code Enforcement/Building Inspector
 - 5) PARC Specialist
 - 6) City Attorney
 - 7) City Planner
 - 8) Mayor
- 17. 1) Bucoda/Tenino Healthy Action Team (BTHAT)
 - 2) Solid Waste Advisory Board
 - 3) TCOMM/911
 - 4) Tenino School Board
 - 5) Thurston Regional Planning Council (TRPC)
 - 6) Transportation Policy Board
 - 7) Legislature
- **PUBLIC COMMENTS 2**
- ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

1. Public Safety Sales Tax Discussion

Recommended Action: None, Discussion Only.

Local sales & use tax rates and changes

Washington State Dept. of Revenue

Effective April 1 - June 30, 2023

Local sales/use tax changes

(Effective April 1, 2023)

City of Bridgeport

Sales and use tax within the City of Bridgeport will increase one-tenth of one percent (.001). The tax will be used for public safety purposes.

City of Kelso

1.

Sales and use tax within the City of Kelso will increase one-tenth of one percent (.001). The tax will be used for transportation services.

City of Lake Forest Park

Sales and use tax within the City of Lake Forest Park will increase one-tenth of one percent (.001). The tax will be used for transportation services.

City of Lake Stevens

Sales and use tax within the City of Lake Stevens will increase two-tenths of one percent (.002). The tax will be used for transportation services.

City of Longview

Sales and use tax within the City of Longview will increase one-tenth of one percent (.001). The tax will be used for housing and related services.

City of Pacific

Sales and use tax within the City of Pacific will increase one-tenth of one percent (.001). The tax will be used for transportation services.

City of Poulsbo

Sales and use tax within the City of Poulsbo will increase one-tenth of one percent (.001). The tax will be used for transportation services.

City of Vancouver

Sales and use tax within the City of Vancouver will increase one-tenth of one percent (.001). The tax will be used for transportation services.

Wahkiakum County

Sales and use tax within Wahkiakum County will increase twotenths of one percent (.002). The tax will be used for emergency communication systems and facilities.

Small Business Requirements and Resources Webinars

Attend a webinar with business-friendly representatives from the Washington state Departments of Revenue, Employment Security, Labor & Industries, and the Governor's Office of Regulatory Innovation and Assistance. We've teamed up to bring important information to businesses. Choose from one of the following webinars:

- Start a Business in Washington state.
- Grow your business in Washington state.

Register now at <u>dor.wa.gov/SBRR</u>. Can't wait for the next session? You'll also find a pre-recorded version available for each webinar.



Boundary changes (annexations)

(Effective April 1, 2023)

The following locations have annexations/boundary changes this quarter. To look up a specific address, please see our tax rate lookup tool at <u>dor.wa.gov</u> for details.

Benton County Kennewick

Chelan County Wenatchee

Clark County Ridgefield

Franklin County Pasco Grant County Mattawa

Grays Harbor County Elma

Yakima County Grandview

Local sales and use tax rates

Tax changes are blue and bolded

Effective April 1 - June 30, 2023 (We update tax rates every quarter. Please visit dor.wa.gov for current rates.) Note: For footnote information, please see the bottom of page 6.

Location	Sales/Use Tax			
County/City	Loc. Code	Local Rate	State Rate	Combined Sales Tax (1)
ADAMS				
Unincorp. Areas	0100	.015	.065	.080
Hatton	0101	.015	.065	.080
Lind	0102	.015	.065	.080
Othello	0103	.017	.065	.082
Ritzville	0104	.015	.065	.080
Washtucna	0105	.015	.065	.080
ASOTIN	0105	.015	.005	
Unincorp. Areas	0200	.015	.065	.080
Asotin (City)	0200	.015	.065	.080
Clarkston	0201	.015	.065	.082
BENTON	0202	.017	.005	.082
Unincorp. Areas	0300	.016	.065	0.91
Unincorp. PTBA*	0300	.018	.065	.081
Benton City				.087
Kennewick	0301	.022	.065	.087
_	0302	.022	.065	.087
Prosser	0303	.022	.065	.087
Richland	0304	.022	.065	.087
West Richland	0305	.022	.065	.087
CHELAN				
Unincorp. Areas	0400	.018	.065	.083
Cashmere	0401	.018	.065	.083
Chelan (City)	0402	.018	.065	.083
Entiat	0403	.018	.065	.083
Leavenworth	0404	.020	.065	.085
Wenatchee	0405	.022	.065	.087
CLALLAM				
Unincorp. Areas	0500	.021	.065	.086
Forks	0501	.021	.065	.086
Port Angeles	0502	.023	.065	.088
Sequim	0503	.024	.065	.089
CLARK (Eff. 4/1/23)				
Unincorp. Areas	0600	.013	.065	.078
Cowlitz Tribe - Unincorp.	0609	.013	.065	.078
Areas				
Unincorp. PTBA*	0666	.020	.065	.085
Battle Ground	0601	.021	.065	.086
Camas	0602	.020	.065	.085
La Center	0603	.020	.065	.085
Cowlitz Tribe - La Center	0611	.020	.065	.085
Ridgefield	0604	.022	.065	.087
Vancouver	0605	.022	.065	.087
Washougal	0606	.020	.065	.085
Yacolt	0607	.020	.065	.085

Location				/Use Tax
County/City	Loc. Code	Local Rate	State Rate	Combined Sales Tax (1)
COLUMBIA				
Unincorp. Areas	0700	.017	.065	.082
Dayton	0701	.019	.065	.084
Starbuck	0702	.017	.065	.082
COWLITZ (Eff. 4/1/23)				
Unincorp. Areas	0800	.013	.065	.078
Castle Rock	0801	.015	.065	.080
Kalama	0802	.016	.065	.081
Kelso	0803	.017	.065	.082
Longview	0804	.017	.065	.082
Woodland	0805	.014	.065	.079
DOUGLAS (Eff. 4/1/23)				
Unincorp. Areas	0900	.013	.065	.078
Unincorp. PTBA*	0909	.018	.065	.083
Bridgeport	0901	.013	.065	.078
East Wenatchee	0902	.020	.065	.085
Mansfield	0903	.012	.065	.077
Rock Island	0904	.018	.065	.083
Waterville	0905	.018	.065	.083
FERRY				
Unincorp. Areas	1000	.015	.065	.080
Republic	1001	.015	.065	.080
FRANKLIN				
Unincorp. Areas	1100	.016	.065	.081
Unincorp. PTBA*	1111	.022	.065	.087
Connell	1101	.018	.065	.083
Kahlotus	1102	.016	.065	.081
Mesa	1103	.016	.065	.081
Pasco	1104	.024	.065	.089
GARFIELD				
Unincorp. Areas	1200	.016	.065	.081
Pomeroy	1201	.016	.065	.081
GRANT				
Unincorp. Areas	1300	.017	.065	.082
Coulee City	1301	.017	.065	.082
Electric City	1302	.017	.065	.082
Ephrata	1303	.019	.065	.084
George	1304	.019	.065	.084
Grand Coulee	1305	.019	.065	.084
Hartline	1306	.017	.065	.082
Krupp	1307	.017	.065	.082
Mattawa	1308	.019	.065	.084
Moses Lake	1309	.019	.065	.084
Quincy	1310	.017	.065	-80.

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Location	Loc.	Local	State	JUSE Tax Combined
County/City	Code	Rate	Rate	Sales Tax (1)
GRANT (cont.)				
Royal City	1311	.017	.065	.082
Soap Lake	1312	.019	.065	.084
Warden	1313	.017	.065	.082
Wilson Creek	1315	.017	.065	.082
GRAYS HARBOR				
Unincorp. Areas	1400	.024	.065	.089
Chehalis Tribes - Unincorp. Areas	1411	.024	.065	.089
Aberdeen	1401	.0258	.065	.0908
Cosmopolis	1402	.024	.065	.089
Elma	1403	.024	.065	.089
Hoquiam	1404	.024	.065	.089
McCleary	1405	.024	.065	.089
Montesano	1406	.024	.065	.089
Oakville	1400	.024	.065	.089
Chehalis Tribes - Oakville	1407	.024	.065	
Ocean Shores	1413	.024 .026		.089
Westport			.065	.091
ISLAND	1408	.024	.065	.089
	1500	022	0.00	
Unincorp. Areas	1500	.023	.065	.088
Coupeville	1501	.023	.065	.088
Langley	1502	.023	.065	.088
Oak Harbor	1503	.025	.065	.090
JEFFERSON		1780-1404 - ACO		
Unincorp. Areas Suquamish Tribe - Unincorp.	1600	.026	.065	.091
Jefferson County	1603	.026	.065	.091
Port Townsend	1601	.026	.065	.091
KING (Eff. 4/1/23)				
Unincorp. Areas	1700	.036	.065	.101
Unincorp. Non-RTA	4000	.022	.065	.087
Algona	1701	.036	.065	.101
Auburn/King	1702	.037	.065	.102
Auburn/King Non-RTA	4002	.023	.065	.088
Beaux Arts Village	1703	.036	.065	.101
Bellevue	1704	.036	.065	.101
Bellevue Non-RTA	4004	.022	.065	.087
Black Diamond	1705	.022	.065	.087
Bothell/King	1706	.036	.065	.101
Burien	1734	.036	.065	.101
Carnation	1707	.022	.065	.087
Clyde Hill	1708	.036	.065	.101
Covington	1712	.022	.065	.087
Des Moines	1709	.036	.065	.101
Duvall	1710	.024	.065	.089
Enumclaw	1711	.024	.065	.089
Federal Way	1732	.025	.065	.000
Puyallup Tribe - Federal Way	1732	.036		
Hunts Point			.065	.101
	1713	.036	.065	.101
Issaquah	1714	.036	.065	.101
Issaquah Non-RTA	4014	.022	.065	.087

Location		Sales/Use Tax			
County/City	Loc. Code	Local Rate	State Rate	Combined Sales Tax (1)	
KING (cont.)		Hute	nuc	buics fax (1)	
Kenmore	1738	.036	.065	.101	
Kent	1715	.036	.065	.101	
Kent Non-RTA	4015	.022	.065	.087	
Kirkland	1716	.037	.065	.102	
Lake Forest Park	1717	.037	.065	.102	
Maple Valley	1720	.022	.065	.087	
Medina	1718	.036	.065	.101	
Mercer Island	1719	.036	.065	.101	
Milton/King	1731	.036	.065	.101	
Newcastle	1736	.036	.065	.101	
Newcastle Non-RTA	4036	.022	.065	.087	
Normandy Park	1721	.036	.065	.101	
North Bend	1722	.025	.065	.090	
Pacific/King	1723	.037	.065	.102	
Redmond	1724	.036	.065	.101	
Redmond Non-RTA	4024	.022	.065	.087	
Renton	1725	.036	.065	.101	
Renton Non-RTA	4025	.022	.065	.087	
Sammamish	1739	.036	.065	.101	
Sammamish Non-RTA	4039	.022	.065	.087	
SeaTac	1733	.036	.065	.101	
Seattle	1726	.0375	.065	.1025	
Shoreline	1737	.038	.065	.103	
Skykomish	1727	.022	.065	.087	
Snoqualmie	1728	.024	.065	.089	
Tukwila	1729	.036	.065	.101	
Woodinville	1735	.036	.065	.101	
Woodinville Non-RTA	4035	.022	.065	.087	
Yarrow Point	1730	.036	.065	.101	
KITSAP (Eff. 4/1/23)					
Unincorp. Areas	1800	.027	.065	.092	
Suquamish Tribe - Unincorp.	1805	.027	.065	.092	
Areas Bainbridge Island	1804	.027	.065	007	
Bremerton	1804	.027	.065	.092	
Suquamish Tribe - Bremerton	1807	.027	.065	.092	
Port Orchard	1802	.027	.065	.092	
Poulsbo	1802	.028	.005	.093	
KITTITAS	1005	.020	.005	.095	
Unincorp. Areas	1900	.016	.065	.081	
Cle Elum	1901	.016	.065	.081	
Ellensburg	1902	.010	.065	.081	
Kittitas (City)	1902	.019	.065	.084	
Roslyn	1905	.016	.065		
South Cle Elum	1904	.016	.065	.081	
KLICKITAT	1905	.010	.005	.001	
Unincorp. Areas	2000	.010	065	075	
Bingen	2000		.065	.075	
Goldendale		.010	.065	.07 7	
White Salmon	2002	.010	.065		
	2003	.010	.065	.075	

	Location			Sales	/Use Tax
1.	County/City	Loc. Code	Local Rate	State Rate	Combined Sales Tax (1)
	LEWIS				
	Unincorp. Areas	2100	.013	.065	.078
	Chehalis Tribes - Unincorp. Areas	2111	.013	.065	.078
	Centralia	2101	.017	.065	.082
	Chehalis	2102	.017	.065	.082
	Morton	2103	.013	.065	.078
	Mossyrock	2104	.013	.065	.078
	Napavine	2105	.013	.065	.078
	Pe Ell	2106	.013	.065	.078
	Toledo	2107	.013	.065	.078
	Vader	2108	.013	.065	.078
	Winlock	2109	.013	.065	.078
	LINCOLN				
	Unincorp. Areas	2200	.015	.065	.080
	Almira	2201	.015	.065	.080
	Creston	2202	.015	.065	.080
	Davenport	2203	.015	.065	.080
	Harrington	2204	.015	.065	.080
	Odessa	2205	.015	.065	.080
	Reardan	2206	.015	.065	.080
	Sprague	2207	.015	.065	.080
	Wilbur	2208	.015	.065	.080
	MASON				
	Unincorp. Areas	2300	.020	.065	.085
	Squaxin Tribe - Unincorp. Areas	2303	.020	.065	.085
	Shelton	2301	.023	.065	.088
	OKANOGAN		1020	1005	
	Unincorp. Areas	2400	.015	.065	.080
	Unincorp. PTBA*	2424	.019	.065	.084
	Brewster	2401	.019	.065	.084
	Conconully	2402	.019	.065	.084
	Coulee Dam	2403	.015	.065	.080
	Elmer City	2404	.015	.065	.080
	Nespelem	2405	.015	.065	.080
	Okanogan (City)	2406	.020	.065	.085
	Omak	2407	.019	.065	.084
	Oroville	2408	.019	.065	.084
	Pateros	2409	.021	.065	.086
	Riverside	2410	.019	.065	.084
	Tonasket	2411	.020	.065	.085
	Twisp	2412	.022	.065	.087
	Winthrop	2413	.020	.065	.085
	PACIFIC				
	Unincorp. Areas	2500	.016	.065	.081
	Ilwaco	2501	.016	.065	.081
	Long Beach	2502	.018	.065	.083
	Raymond	2503	.016	.065	.081
	South Bend	2504	.016	.065	.081

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Location			Sales	/Use Tax
County/City	Loc. Code	Local Rate	State	Combined Sales Tax (1)
	Coue	ndle	Rate	Sales lax (1)
PEND OREILLE				
Unincorp. Areas	2600	.012	.065	.077
Kalispel Tribe - Pend				
Oreille County	2607	.012	.065	.077
Cusick	2601	.012	.065	.077
lone	2602	.012	.065	.077
Metaline	2603	.012	.065	.077
Metaline Falls	2604	.012	.065	.077
Newport	2605	.012	.065	.077
PIERCE (Eff. 4/1/23)				
Unincorp. Areas	2700	.029	.065	.094
Unincorp. Areas Non-RTA	4100	.015	.065	.080
Unincorp. Areas Non-RTA HBZ [±]	2789	.015	.065	.080
Unincorp. PTBA*	2727	.035	.065	.100
Unincorp. PTBA* Non-RTA	4127	.021	.065	.086
Unincorp. PTBA* HBZ [±]	2787	.021	.065	.086
Nisqually Tribe - Unincorp. Areas RTA	2725	.029	.065	.094
Nisqually Tribe - Unincorp. Areas Non-RTA	4103	.015	.065	.080
Puyallup Tribe - Unincorp. Areas Non-RTA	4105	.015	.065	.080
Puyallup Tribe - Unincorp. Areas PTBA* RTA	2745	.035	.065	.100
Auburn/Pierce	2724	.036	.065	.101
Bonney Lake	2701	.029	.065	.094
Bonney Lake Non-RTA	4101	.015	.065	.080
Buckley	2702	.015	.065	.080
Carbonado	2703	.015	.065	.080
DuPont	2704	.029	.065	.094
Eatonville	2705	.015	.065	.080
Edgewood	2720	.035	.065	.100
Puyallup Tribe - Edgewood	2739	.035	.065	.100
Fife	2706	.035	.065	.100
Puyallup Tribe - Fife	2735	.035	.065	.100
Fircrest	2707	.035	.065	.100
Gig Harbor	2708	.023	.065	.088
Gig Harbor HBZ [±]	2788	.023	.065	.088
Lakewood	2721	.035	.065	.100
Milton/Pierce	2709	.035	.065	.100
Puyallup Tribe - Milton	2737	.035	.065	.100
Nisqually Tribes - Lakewood	2731	.035	.065	.100
Orting	2710	.029	.065	.094
Pacific/Pierce	2723	.036	.065	.101
Puyallup	2711	.035	.065	.100
Puyallup Tribe - Puyallup	2733	.035	.065	.100
Roy	2712	.016	.065	.081
Ruston	2713	.035	.065	.100
South Prairie	2714	.035	.065	.080
Steilacoom	2715	.035	.065	.100
Sumner	2716	.035	.065	
Tacoma				Ŭ Ŭ
	2717	.038	.065	.105

	- Location		Sales/Use Tax			
1.	County/City	Loc. Code	Local Rate	State	Combined Sales Tax (1)	
P	PIERCE (cont.)	couc	nute	nate	Sales lax (1)	
	uyallup Tribe - Tacoma	2741	.038	.065	.103	
	Iniversity Place	2719	.035	.065	.100	
	Vilkeson	2718	.015	.065	.080	
S	AN JUAN				100	
U	Inincorp. Areas	2800	.018	.065	.083	
Ļ	ummi Nation - Unincorp. reas	2803	.018	.065	.083	
F	riday Harbor	2801	.020	.065	.085	
	KAGIT	2001	.020	.005		
U	Inincorp. Areas	2900	.017	.065	.082	
	auk-Suiattle - Unincorp. Areas	2915	.017	.065	.082	
	winomish Tribe - Skagit		.017	.005	.002	
C	ounty	2909	.017	.065	.082	
	nincorp. Areas PTBA*	2929	.021	.065	.086	
S P	auk-Suiattle - Unincorp. Areas TBA*	2933	.021	.065	.086	
S	winomish Tribe - Skagit ounty PTBA*	2931	.021	.065	.086	
A	nacortes	2901	.023	.065	.088	
В	urlington	2902	.021	.065	.086	
С	oncrete	2903	.021	.065	.086	
Н	amilton	2904	.021	.065	.086	
L	a Conner	2905	.021	.065	.086	
S	winomish Tribe - La Conner	2911	.021	.065	.086	
L	yman	2906	.021	.065	.086	
Ν	lount Vernon	2907	.023	.065	.088	
S	edro-Woolley	2908	.021	.065	.086	
S	KAMANIA					
U	nincorp. Areas	3000	.012	.065	.077	
N	orth Bonneville	3001	.012	.065	.077	
S	tevenson	3002	.012	.065	.077	
S	NOHOMISH (Eff. 4/1/23)					
U	nincorp. Areas	3100	.028	.065	.093	
	nincorp. Areas Non-RTA	4200	.014	.065	.079	
U	tillaguamish Tribe - nincorp. Areas Non-RTA	4201	.014	.065	.079	
U	nincorp. PTBA*	3131	.040	.065	.105	
U	nincorp. PTBA* Non-RTA	4231	.026	.065	.091	
	auk-Suiattle - Unincorp. reas PTBA* Non-RTA	4235	.026	.065	.091	
S	tillaguamish Tribe - nohomish PTBA* Non-RTA	4237	.026	.065	.091	
P	ulalip Tribes - Unincorp. TBA* Non-RTA	4233	.026	.065	.091	
A	rlington	3101	.028	.065	.093	
	tillaguamish Tribe -	3123	.028	.065	.093	
B	rlington othell/Snohomish	3120	.040	.065	.105	
	rier	3102	.040	.065	.105	
	arrington	3103	.026	.065	.091	
	dmonds	3104	.040	.065	.105	
	verett	3105	.034	.065	.099	
	verett Non-RTA	4205	.020	.065	.085	
	old Bar	3106	.026	.065	.091	

Location			Sales	/Use Tax
County/City	Loc. Code	Local Rate	State Rate	Combined Sales Tax (1)
SNOHOMISH (cont.)				N. A.
Granite Falls	3107	.026	.065	.091
Index	3108	.026	.065	.091
Lake Stevens	3109	.028	.065	.093
Lynnwood	3110	.041	.065	.106
Marysville	3111	.029	.065	.094
Stillaguamish Tribe -	3125	.029	.065	.094
Marysville Tulalip Tribes - Marysville	3121	.029	.065	
Mill Creek	3119	.029		.094
Monroe	3119	.041	.065	.106
Mountlake Terrace			.065	.094
Mukilteo	3113	.040	.065	.105
Snohomish (City)	3114	.041	.065	.106
Stanwood	3115	.028	.065	.093
	3116	.028	.065	.093
Sultan	3117	.026	.065	.091
Woodway	3118	.040	.065	.105
	2200			
Unincorp. Areas	3200	.016	.065	.081
Unincorp. PTBA*	3232	.024	.065	.089
Airway Heights	3201	.026	.065	.091
Kalispel Tribe - Airway Heights	3215	.026	.065	.091
Cheney	3202	.024	.065	.089
Deer Park	3203	.016	.065	.081
Fairfield	3204	.016	.065	.081
Latah	3205	.016	.065	.081
Liberty Lake	3212	.024	.065	.089
Medical Lake	3206	.024	.065	.089
Millwood	3207	.024	.065	.089
Rockford	3208	.016	.065	.081
Spangle	3209	.016	.065	.081
Spokane (City)	3210	.025	.065	.090
Spokane Valley	3213	.024	.065	.089
Waverly	3211	.016	.065	.081
STEVENS				
Unincorp. Areas	3300	.011	.065	.076
Chewelah	3301	.011	.065	.076
Colville	3302	.011	.065	.076
Kettle Falls	3303	.011	.065	.076
Marcus	3304	.011	.065	.076
Northport	3305	.011	.065	.076
Springdale	3306	.011	.065	.076
THURSTON				
Jnincorp. Areas	3400	.016	.065	.081
Chehalis Tribes - Unincorp. Areas	3409	.016	.065	.081
Nisqually Tribes - Unincorp. Areas	3415	.016	.065	.081
Squaxin Tribes - Unincorp. Ar- eas	3413	.016	.065	.081
Unincorp. PTBA*	3434	.028	.065	.093
Nisqually Tribes - Unincorp. Areas PTBA*	3417	.028	.065	.09 9

	Location	Sales/Use			
1.	County/City	Loc. Code	Local Rate	State Rate	Combined Sales Tax (1)
	THURSTON (cont.)				
	Bucoda	3401	.016	.065	.081
	Lacey	3402	.030	.065	.095
	Nisqually Tribes - Lacey	3419	.030	.065	.095
	Olympia	3403	.030	.065	.095
	Rainier	3404	.016	.065	.081
	Tenino	3405	.016	.065	.081
	Tumwater	3406	.030	.065	.095
÷	Chehalis Tribes - Tumwater	3411	.030	.065	.095
	Yelm	3407	.028	.065	.093
	WAHKIAKUM (Eff. 4/1/23)				
	Unincorp. Areas	3500	.013	.065	.078
	Cathlamet	3501	.013	.065	.078
	WALLA WALLA				
	Unincorp. Areas	3600	.016	.065	.081
	Unincorp. PTBA*	3636	.022	.065	.087
	College Place	3601	.022	.065	.087
	Prescott	3602	.016	.065	.081
	Waitsburg	3603	.018	.065	.083
	Walla Walla (City)	3604	.024	.065	.089
	WHATCOM				
	Unincorp. Areas	3700	.015	.065	.080
	Lummi Nation - Unincorp. Areas	3711	.015	.065	.080
	Unincorp. PTBA*	3737	.021	.065	.086
	Lummi Nation - Unincorp.	3739	.021	.065	
	Areas PTBA*				.086
	Bellingham	3701	.023	.065	.088
	Lummi Nation - Bellingham	3713	.023	.065	.088
	Blaine	3702	.023	.065	.088
	Everson	3703	.021	.065	.086
	Ferndale	3704	.023	.065	.088
	Lummi Nation - Ferndale	3709	.023	.065	.088
	Lynden	3705	.023	.065	.088
	Nooksack	3706	.021	.065	.086
	Sumas	3707	.021	.065	.086
	WHITMAN				
	Unincorp. Areas	3800	.014	.065	.079
	Albion	3801	.014	.065	.079
	Colfax	3802	.014	.065	.079
	Colton	3803	.014	.065	.079
	Endicott	3804	.014	.065	.079
	Farmington	3805	.014	.065	.079
	Garfield	3806	.014	.065	.079
	LaCrosse	3807	.014	.065	.079
	Lamont	3808	.014	.065	.079
	Malden	3809	.014	.065	.079
	Oakesdale	3810	.014	.065	.079
	Palouse	3811	.014	.065	.079
	Pullman	3812	.014	.065	.079

Location			Sales/Use Tax		
County/City	Loc. Code	Local Rate	State Rate	Combined Sales Tax (1)	
WHITMAN (cont.)					
Rosalia	3813	.014	.065	.079	
St. John	3814	.014	.065	.079	
Tekoa	3815	.014	.065	.079	
Uniontown	3816	.014	.065	.079	
YAKIMA					
Unincorp. Areas	3900	.015	.065	.080	
Grandview	3901	.015	.065	.080	
Granger	3902	.015	.065	.080	
Harrah	3903	.015	.065	.080	
Mabton	3904	.015	.065	.080	
Moxee City	3905	.015	.065	.080	
Naches	3906	.015	.065	.080	
Selah	3907	.018	.065	.083	
Sunnyside	3908	.017	.065	.082	
Tieton	3909	.015	.065	.080	
Toppenish	3910	.015	.065	.080	
Union Gap	3911	.017	.065	.082	
Wapato	3912	.015	.065	.080	
Yakima (City)	3913	.018	.065	.083	
Zillah	3914	.015	.065	.080	

Footnotes:

 Combined sales tax includes the 6.5% state rate, the local rate, and Regional Transit Authority (RTA) rate.
 If you have rate questions, go to our web site at <u>dor.wa.gov</u>, or call 360-705-6705.

± HBZ - Hospital Benefit Zone

Unincorporated Areas are locations outside incorporated city limits.

* PTBA - Public Transportation Benefit Area

For tax assistance or to request this document in an alternate form please call 360-705-6705. Teletype (TTY) users may use the Washin Relay Service by calling 711.

[2021 c 296 § 6; 2010 c 127 § 1; 2009 c 551 § 1; 2007 c 380 § 1; 2003 1st sp.s. c 24 § 2.] ⁻ https://app.leg.wa.gov/rcw/default.aspx?cite=82.14.450 1/2	both. For the purposes of this subsection, "criminal justice purposes" has the same meaning as provided in RCW 82.14.340, except that from May 13, 2021, through December 31, 2023, "criminal justice purposes" includes local government programs which have a reasonable relationship to reducing the numbers of people interacting with the criminal justice system including, but not limited to, reducing homelessness or improving behavioral health. (6) Money received by a county under subsection (1) of this section must be shared between the county and the cities as follows: 60 percent must be retained by the county and 40 percent must be distributed on a per capita basis to cities in the county. (7) Tax proceeds received by a city imposing a tax under this section must be shared between the county and city as follows: 15 percent must be distributed to the county and 85 percent is retained by the city.	 (3) The tax authorized in this section is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the county. (4) The retail sale or use of motor vehicles, and the lease of motor vehicles for up to the first thirty-six months of the lease, are exempt from tax imposed under this section. (5) One-third of all money received under this section must be used solely for criminal justice purposes, fire protection purposes, or 	Sales and use tax for counties and cities. (1) A county legislative authority may submit an authorizing proposition to the county voters at a primary or general election and, if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this section may not exceed three-tenths of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax will be used. The rate of tax under this subsection may not exceed one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax will be used. The rate of tax under this subsection (1) of this section prior to a city within the county adopting an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under this subsection to the voter this under this subsection to impose the tax under this section to exceed three-tenths of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax will be used. The rate of tax under this subsection (1) of this section prior to a city within the county adopting an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under this subsection to the voters to induce the total cause the total county and city tax rate under this section to exceed three-tenths of one percent. This subsection may not exceed an amount that would cause the total county and city tax rate under this subsection to submit a ballot proposition to the voters to impose the sales and use tax under this subsection prior to the county and city tax under this section (1) of this section to the extent the total county and city tax rate under this section (1) of this section (1) of this sectio	PDF RCW 82.14.450
2				11

4/21/23, 12:11 PM

RCW 82.14.450: Sales and use tax for counties and cities.

NOTES:

Finding—Intent—Effective date—2021 c 296: See notes following RCW 82.14.310

order to better protect the health and safety of Washington state and its residents. It is further the intent of the legislature to provide such local governments relief from regulatory burdens that do not harm the public health and safety of the citizens of the state as a means of minimizing challenges in the area of criminal justice and public health. It is the legislature's intent to allow general local governments to raise revenues in the need to generate new revenues authorized under this act." [2003 1st sp.s. c 24 § 1.] Finding-Intent-2003 1st sp.s. c 24: "The legislature finds that local governments in the state of Washington face enormous

or support of the state government and its existing public institutions, and takes effect July 1, 2003." [2003 1st sp.s. c 24 § 6.] Effective date-2003 1st sp.s. c 24: "This act is necessary for the immediate preservation of the public peace, health, or safety,

remainder of the act or the application of the provision to other persons or circumstances is not affected." [2003 1st sp.s. c 24 § 7.] Severability-2003 1st sp.s. c 24: "If any provision of this act or its application to any person or circumstance is held invalid, the

1.

Finding—Intent—Effective date—2021 c 296: See notes following RCW 82.14.310. Effective dates—1993 sp.s. c 21: See note following RCW 82.14.310.	[2021 c 296 § 5; 2010 c 127 § 3; 1995 c 309 § 1; 1993 sp.s. c 21 § 6. Prior: 1991 c 311 § 5; 1991 c 301 § 16; 1990 2nd ex.s. c 1 § 901.] NOTES:	 (1) The legislative authority of any county may fix and impose a sales and use tax in accordance with the terms of this chapter, provided that such sales and use tax is subject to repeal by referendum, using the procedures provided in RCW 82.14.036. The referendum procedure provided in RCW 82.14.036 is the exclusive method for subjecting any county sales and use tax ordinance or resolution to a referendum vote. (2) The tax authorized in this section is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the state pursuant to chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within such county in the county ratably based on population as last determined by the state treasurer must distribute 10 percent of the moneys collected under this section, the state treasurer must distribute 10 percent of the county in the county ratable based on population as last determined by the office of financial management. In making the distribution based on population as last determined by the office of financial management. In making the distribution based on population as the section must be expended for criminal justice purposes are defined as activities that substantially assist the criminal justice system, which may include circumstances where ancillary and the circumstances where ancillary densitiv violence services such as those provided by domestic violence programs, community advocates, and which includes domestic violence services such as those provided by domestic violence from thereof, 1.2023, criminal justice system including, but not limited to, reducing themaly include circumstances where ancillary benefit to the circuing the authorized to proposes of funds for criminal justice purposes of funds for criminal justice purposes of funds for criminal justice system courts, or any combination thereof, are expenditure of funds for criminal justice purposes as provided in this section, improving behavioral health. (5) In	se tax for criminal justice p
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Retroactive application—1991 c 311: See note following RCW 82.14.330.

Finding-1991 c 301: See note following RCW 10.99.020.

Severability—1990 2nd ex.s. c 1: See note following RCW 82.14.300.

Sales and use tax for high capacity transportation service limited by imposition of tax under RCW 82.14.340: RCW 81.104.170.

1.

File Attachments for Item:

2. RV Ordinance Discussion

Recommended Action: None, Discussion Only

ORDINANCE

AN ORDINANCE OF THE CITY OF TENINO, WASHINGTON, ADDING CHAPTER [fill in], RECREATIONAL VEHICLE AND TRAVEL TRAILER TEMPORARY OCCUPANCY, TO THE TENINO MUNICIPAL CODE

WHEREAS, a recreational vehicle or travel trailer (collectively "RV") located in a residential lot within the City of Tenino for conditional temporary occupancy is beneficial to residents who may need family or friends nearby for to assist with safety and care, who have family or friends in the process of relocating, and for various other reasons; and

WHEREAS, the City currently allows under TMC 108.40.140 for temporary stays in permitted RV parks; and

WHEREAS, the City must balance the benefits of temporary RV occupancy on residential lots with problems that may be associated with unrestricted occupancy.

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. A new chapter numbered _____, and titled "Temporary Occupancy of Recreational Vehicles on Residential Lots," shall be added to the Tenino Municipal Code as described in Exhibit A attached hereto, made part hereof, and incorporated herein by reference.

Section III. This Ordinance shall become effective five (5) days after publication as required by law.

Adopted by the Tenino City Council and approved by its Mayor this _____ day of August, 2022.

Attest:

Wayne Fournier, Mayor

Formatted: Font: Times New Roman

Jen Scharber, Acting Clerk/Treasurer

First reading: [date] Second reading: [date]

Formatted: Font: Times New Roman, 12 pt

Approved as to Form:

Richard L. Hughes, City Attorney

2.

2

NO TENT CAMPING

A recreational vyehicle (RV) or travel trailer located on a residential lot of record may be Formatted: Font: (Default) Times New Roman, 12 pt temporarily occupied for a time period of 120 days subject to compliance with the standards set forth in this Section. Recreational vehicles, travel trailers or tents located within a recreational vehicle park or other public areas are not subject to other standards set forth in this section the A- 15 DAY Tenino Municipal Code, or as established by City Staff consistent with the Tenino Municipal Code. CAN'T BE Renewel 1. Temporary occupancy of a recreational vehicle or travel trailer is permitted in all first Permit appropriate zones when in compliance with the following: A. Within the city limits, only a recreational vehicle or travel trailer located on a lot developed with a principal dwelling unit or dwelling under construction or remodel may be occupied for the temporary time of up to 120 60 days, and be renewed up to an additional 60 days, as determined by the City without submission of another permit application. Occupancy of RVs or travel trailers on developed residential property of less than 30 consecutive days within a 120 day 120-day period do not nee City approval. B. Recreational vehicles or travel trailers shall be in good working order and maintained such that their appearance is not unsightly as determined by the Cityin such a condition as to provide for safe and effective use, and not be more than 10 years old. C. A recreational vehicle or travel trailer parked on a public right of way or easement Formatted: Form. 12 pt shall-not be occupied Formatted: Font: 12 pt D.C. Recreational vehicles or travel trailers shall not be placed in critical areas or their Commented [RH2]: I don't think you want to have this here. There may be Boise decision implications. associated buffers. D. Recreational vehicles or travel trailers shall have access to adequate power and water Formatted: Font: 12 pt at the site. In addition, through the permitting process, methods of wastewater disposal shall be established. If connection to the City sewer system is established through an approved connection, the property owner will be charged \$25.00 per month on the utility customer'sir utility bill. No grey or black water shall be discharged on the property. Any evidence of such will cause immediate revocation of the temporary occupancy permit. The utility customer will be responsible for any unpaid charges as a result of occupancy of an RV or trailer on the corresponding B- No more than residential property. Ð.-

b:a. <u>City staff will prepare an application for temporary occupancy consister</u> with this ordinance. All proposals applications for temporary occupancy of Recreational Vehicle or Travel Trailer <u>permit</u> within City limits shall include

Temporary Occupancy of Recreational Vehicle or Travel Trailer

D-\$50 per month

15 - No more than 104rs 01d from calendar Year Example 2024-2014 2025-2015

18

RU or TRAJER Mist be award by the home owner 35 permits a statement of the type of recreational vehicle, how water and sewer servi will be provided. E. No generators are allowed to power the recreational vehicle or travel trailer under permit. Garbage and sanitation shall be disposed of in a manner approved by the City E.F. G. Recreational vehicles or travel trailers shall only be placed in side yards or back of the lot instead of the front of a residence. Where a house exists on the neighboring property, a minimum of 10' clearance shall be maintained from the property lines. Establishment of use can not cannot impact neighboring properties. All City standards related to a single family single-family dwelling shall apply unless specifically changed here. A maximum of 1 RV or trailer is allowed per lot. F.H. At the discretion of the City, temporary occupancy of an RV or travel trailer shall include a site plan or map showing proposed placemen of the RV or travel trailer on the property. All proposals for temporary occupancy of RV or travel trailer within City limits shall include a site plan showing proposed placement of RV or travel trailer on parcel. The recreational vehicle or travel trailer shall be removed from the lot within 14 H.I. days after expiration of the temporary occupancy period except the recreational vehicle or travel trailer may remain on site unoccupied if the person or entity in control of the the property is the legal or registered owner, subject to any City requirements for storage of recreational vehicles or travel trailers. I.J. A recreational vehicle or travel trailer may be occupied for up to 14 days per year without a temporary use permit. Formatted: Font: (Default) Times New Roman, 12 pt 2. An approval for the temporary occupancy of a recreational vehicle or travel trailer is Formatted: Font: 12 pt valid for a maximum of 120 days when in compliance with this standard. Extensions of this approval may be granted on a case by case basis, when needed, for an additional 120 days. 4.2. Unless specifically different here, all City codes must be met. The occupancy of RVs and travel trailers on residential property is not intended to modify the amend any other section of the Tenino Municipal Code pertaining to the use, parking, storage, abandonment of RV's and travel trailers, or any other section generally. Formatted: Font: 12 pt 3. This ordinance will expire 1 year from time of adoption unless extended by the City Council. During this period there will only be 10 permits allowed at any one timeCity staff will have discretion to limit the number of permits for occupancy issued as described herein based on the City's financial and staffing capacity, Formatted: Font: 12 pt Formatted: Font: 12 pt 5.4. Violation of a temporary occupancy permit shall be punishable as a class 1 civil Formatted: Indent: Left: 0.5", Add space between paragraphs of the same style, No bullets or numbering infraction pursuant RCW 7.80.120, in addition to other civil penalties that may be applicable to such violation, such as for vehicle abandonment. Formatted: Font: 12 pt Formatted: Font: Times New Roman, 12 pt

File Attachments for Item:

5. Meeting Minutes for 5/23/2023

Recommended Action: Motion to approve 5/23/2023 meeting minutes as presented.

City Council Meeting Tuesday, May 23, 2023

Minutes

WORK SESSION

5

Mayor Fournier convened the work session at 7:02 pm with

PRESENT Councilmember Linda Gotovac **Councilmember Elaine Klamn** Councilmember John O'Callahan **Councilmember Jason Lawton**

ABSENT Councilmember Rachel Davidson.

1. RV Ordinance

The RV ordinance has been the topic of discussion on many work sessions. How would the council like to proceed with this Ordinance.

A lengthy discussion ensued with no decisions made.

2. Public Safety Sales Tax Discussion

Recommended Action: None, Discussion Only.

Not discussed, no time left.

CALL TO ORDER

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

PRESENT Councilmember Linda Gotovac **Councilmember Elaine Klamn** Councilmember John O'Callahan Councilmember Jason Lawton

ABSENT Councilmember Rachel Davidson.

AGENDA APPROVAL

3. Agenda for the Regular Meeting of the 5/23/23.

Recommended Action: Motion to approve the agenda as presented.

21

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

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

Motion made by Councilmember Gotovac to amend the agenda by adding the Public Safety Sales Tax to New Business, seconded by Councilmember O'Callahan.

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

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

Motion passes 4/0.

APPROVAL OF MINUTES

4. Meeting Minutes for 5/9/2023

Recommended Action: Motion to approve 5/9/2023 meeting minutes as presented.

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

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

Motion passes 4/0.

CONSENT CALENDAR

5. Consent Calendar consisting of May 10, 2023 through May 23, 2023:

Payroll EFT's in the amount of \$87,754.18 Claims Checks #31411 through #31440 and EFT's in the amount of \$147,048.02 Check #31410 is Voided

for a grand total of \$234,802.20

Liquor Cannabis License: Los Compadres Mexican Restaurant.

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

Motion made by Councilmember O'Callahan to include the excusal of Councilmember Davidson to the consent calendar, Seconded by Councilmember Lawton

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

Motion passes 4/0.

EXECUTIVE SESSION

None

PRESENTATIONS

6. Timberland Regional Library Presentation on the annual report.

Recommended Action: None. Presentation only

Cheryl presented to Mayor and Council the Timberland Library Annual Report for year 2022.

PUBLIC COMMENTS

Dave Watterson, Central Ave: Advised the Mayor and Council that he is working with a car share program as well as trying to get some car charging stations installed within the Ciity.

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

7. TIB Updated Cost Estimate

Recommended Action: Motion to approve TIB cost estimate.

C/T Scharber updated the Mayor and Council on the cost estimate for the chip seal project.

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

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

Motion passes 3/0

Councilmember Gotovac at this time has been appointed to continue the meeting as Mayor Pro-Tem as Mayor Fournier had to step out for a few.

8. SS Senior Services Agreement

Recommended Action: motion to approve SS Senior Services Agreement.

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

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

Motion passes 3/0.

NEW BUSINESS

Public Safety Sales Tax: Added under new business through consent calendar: After discussion it was decided to have staff draft an ordinance to approve during the next council meeting and get the sales tax on the ballot hopefully in August if not then, by November 2023.

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

Motion passes 4/0.

9. Contract Award Notice for Hodgden Street project

Recommended Action: Motion to approve contract award notice recommended by Gibbs & Olson.

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

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

Motion passes 3/0.

10. BHC Client Amendment

Attached is an Amendment to the contract to reduce the contracted fee schedule (not fixed fees) for plan review (what the city can collect according to the county structure), adjust the BO fee (at what the city can collect), and update the inspection fee (still under what the city collect can collect – city collects added \$25 per hour when hourly).

Recommended Action: Motion to approve amended contract with BHC Consultants.

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

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

Motion passes 3/0.

11. Code Enforcement Spring Cleanup letter

Recommended Action: Motion to approve letter be placed in next months water bills.

At this time Mayor Fournier returned and Mayor Pro-tem Gotovac returned to her seat as Councilmember.

Mayor Fournier made an administrative change to the letter.

RESOLUTIONS

12. Resolution 2023-02

A RESOLUTION OF THE City of Tenino, WASHINGTON, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A COMMUNITY ECONOMIC REVITALIZATION BOARD LOAN IN THE APPROXIMATE AMOUNT OF \$1.5 Million AND AUTHORIZING THE City of Tenino TO ENTER INTO AN AGREEMENT FOR SUCH FUNDING

Recommended Action: Motion to approve the City to Apply for the CERB funding.

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

5.

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

Motion passes 4/0.

13. Resolution 2023-03

A resolution Amending the 2023 Fee Schedule

Recommended Action: Motion to approve Resolution 2023-03

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

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

Motion passes 4/0.

ORDINANCES

None

REPORTS

- 14. 1) Chamber of Commerce
 - 2) Economic Development Council (EDC)
 - 3) South Thurston Economic Development Initiative (STEDI)
 - 4) ARCH Commission
 - 5) Experience Olympia & Beyond (VCB)
 - 6) South Thurston Fire
 - 7) Library
 - 8) Museum
 - 9) Tenino Community Service Center

1) Chamber of Commerce: George Sharp provided a written report, next meeting June 21, 2023. Next Oregon Trail Days meeting will be June 5, 2023. Chamber has a new website which is www.teniniacc.org.

2) Economic Development Council (EDC): No report

3) South Thurston Economic Development Initiative (STEDI): Meeting held last Friday with speakers from St Martins University Engineering Dept. They shared how communities can work with them on projects. Next meeting will be June 16, 2023 at the Quarry House w/Mayor Fournier speaking.

4) ARCH Commission: The artist is busy creating the banners to be installed by June 30th.

6) South Thurston Fire: Fire Commissioner Watterson reported they are still looking for the right property to be able to build a new fire station.

7) Library: Presentation held earlier

8) Museum: Jessica Reeves-Rush reported the first set of the 150 years book is out and sold out as well. They are \$20.00 per book and they have put in another order. All proceeds go to the Museum.

15. 1) Civil Service Commission

2) Façade Improvement Grant Review Committee

- 3) Finance Committee
- 4) Planning Commission
- 5) Public Safety Committee

4) Planning Commission: Commissioner Watterson reported the May meeting was cancelled. The prior meeting they were discussing the number of buildable lots that are available to be in compliance with the state requirements.

16. 1) Chief of Police

- 2) Director of Public Works
- 3) Clerk/Treasurer
- 4) Code Enforcement/Building Inspector
- 5) PARC Specialist
- 6) City Attorney
- 7) City Planner
- 8) Mayor

2) Director of Public Works: C/T Scharber reported the flags will be going up this week. Asphalt pouring to start on Thursday for the pump trac, with the assembly of the trac being next week. Lifeguard applications are still being accepted. The pool is progressing. The bathrooms have once again been vandalized. Hope to get some signs put up directing people to the ball fields or the women's as a unisex bath.

3) Clerk/Treasurer: C/T Scharber reported she has been working with Aslen on the EDC Ag Park CERB application. She has been fulfilling some new record requests, annual reports, following

up with the Purple Heart and an electric vehicle survey. The Quarry House is now in phase 2 fixing the back room and outdoor stage area.

4) Code Enforcement/Building Inspector: Rene reported the 1776 Bar received their Occupancy Permit and held a soft opening on Friday. The Johnson townhome project is underway. The building department has received 27 permit applications year to date with 3 being for solar panels.

5) PARC Specialist: Jessica Reeves-Rush reported that park stuff has been moving along. The park shelter #2 has been reserved 3 times for this week alone. She is working on trying to get the campground open waiting on parts. She went over some of the activities set for the 150 Jubilee in July. She is also still in the process of trying to find out if there is a time capsule in the corner of City Hall. On May 31st the Tenino Middle School 7th grade classes will be touring the City buildings throughout. She hopes to have the City's new website up by June 10th. She will bring a banner to the next meeting.

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

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

1) Bucoda/Tenino Healthy Action Team (BTHAT): Tonight they are showing the Screamager Movie.

PUBLIC COMMENTS 2

Dave Watterson, Central Ave: Dave suggested the city maybe look into a host for the park and campground areas.

Chief Auderer: Chief reported to Mayor and Council that he is also in talks with public works, trying to figure out a time to lock the doors at night as they are on duty.

ANNOUNCEMENTS

Councilmember Klamn reported Memorial Day services will begin at 11:00 am at the Forest Grove Cemetery.

Councilmember O'Callahan reported the First Responders BBQ will be held on 9/9/23 at the park with a live band.

ADJOURNMENT

Mayor Fournier adjourned the meeting at 8:45 pm.

File Attachments for Item:

6. Consent Calendar consisting of May 24, 2023 through June 13, 2023: Payroll EFT's in the amount of \$68,772.57 Claims Checks #31441 through #31483 and EFT's in the amount of \$252,773.06 for a grand total of \$321,545.63

Liquor Cannabis License: Mill Lane Winery, Raise for Rowyn Run (June 17) Raise for Rowyn Beer Garden at Jubilee (July 8)**Recommended Action:** Move to approve the consent calendar as presented.



Washington State Liquor and Cannabis Board PO Box 43098, , Olympia WA 985

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



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

The Board's Licensing D support the non-renewal law judge will consider authority to renew the	If the Board decides not to r licensee also has the right 1 licensee makes a timely requ	4) Procedure if Board	After we receive your objection, will include your letter of objec will then decide to renew the lic	3) <u>Procedure Following</u>	During the time an obje licenses are regularly	2) Status of License	A copy of your objection Local Authority's respons the WSLCB.	Your letter or fax of expiration date. If y the Board's discretion will be granted or den renewal process.	o Please note that wh	o Detail the reason(s based. You may inc based.	To object to a liquor Division. This letter	1) Objection to Licens	Enclosed please find a This is your opportunit	Dear Local Authority: RE: Liquor License Re	May 06, 2023	
L L L L a l L	not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the ly request for a hearing, we will notify you.	d Does Not Renew License	your objection, our licensing staff will prepare a report for review by the Licensing Director. The report letter of objection, as well as any attachments and supporting documents you send. The Licensing Director to renew the liquor license, or to proceed with non-renewal.	ng Licensing Division Receipt of Objection	jection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary y issued to the licensee until a final decision is made by the Board.	While Objection Pending	ion and any attachments and supporting materials will be made available to the licensee, therefore, it is the ponsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to	our letter or fax of objection <u>must be received by the Board's Licensing Division at least 30 days prior to the license</u> xpir <u>ation date.</u> If you need additional time you <u>must request that in writing</u> . Please be aware, however, that it is within he Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension 111 be granted or denied in writing. If objections are not timely received, they will not be considered as part of the enewal process.	whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).	son(s) for your objection, including a statement of all the facts upon which your objection or objections are / include attachments and supporting documents which contain or confirm the facts upon which your objections are	license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing r must:	nse Renewal	a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. ity to object to these license renewal requests as authorized by RCW 66.24.010 (8).	: Renewal Applications in Your Jurisdiction - Your Objection Opportunity		Washington State Liquor and Cannabis Board PO Box 43098 , 01ympia WA 98504-3098, (360) 664-1600 www.liq.wa.gov Fax #: (360) 753-2710

5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director, Licensing and Regulation Division

LIQ 864 07/10

6.

	2.	1.			
÷	FERRIS, DEANA J FERRIS, DAN W	VILLEGAS-GARCIA INC	LICENSEE	LICENSED	C091080-2
	MILL LANE WINERY 16607 BUCODA HWY SE TENINO	LOS COMPADRES MEXICAN RESTAURANT 312 SUSSEX AVE WA	BUSINESS NAME AND ADDRESS	ESTABLISHMENTS IN (BY ZIP CODE) FOR	WASHINGTON STATE
	WA 98589 9537	STAURANT WA 98548 9262	AND ADDRESS	FOR EXPIRATION DATE OF	LIQUOR AND CANNABIS BOARD
	409799	082636	LICENSE	CITY OF TENINO 20230831	IS BOARD
	DOMESTIC WINERY < 250,000 LITERS	SPIRITS/BR/WN REST SERVICE BAR	PRIVILEGES		DATE: 05/06/2023

32

CITY OF TENINO

MAY 1 0 2023

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES 1025 UNION AVE SE - P O Box 43075 Olympia WA 98504-3075 specialoccasions@lcb.wa.gov Fax: 360-753-2710

6.

TO: MAYOR OF TENINO

JUNE 13, 2023

SPECIAL OCCASION #: 094030

RAISE FOR ROWYN 448 SUSSEX AVE E TENINO, WA 98589

DATE: JULY 8, 2023

TIME: 1PM TO 11PM

PLACE: TENINO CITY PARK - PARK AVE E, TENINO

CONTACT: FIONNA VELAZQUEZ (DOB: 5.20.1989) 360-264-7676

SPECIAL OCCASION LICENSES

* Licenses to sell beer on a specified date for consumption at a specific place.
 * License to sell wine on a specific date for consumption at a specific place.

* _____Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.

* ____Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

1. Do you approve of	applicant?	YES	NO
2. Do you approve of	location?	YES	NO
3. If you disapprove	and the Board contemplates issuing a		
license, do you want	a hearing before final action is		
taken?		YES	NO
OPTIONAL CHECK LIST	EXPLANATION	YES	NO
LAW ENFORCEMENT		YES	NO
HEALTH & SANITATION		YES	NO
FIRE, BUILDING, ZONING		YES	NO
OTHER:		YES	NO

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES 1025 UNION AVE SE - P O Box 43075 Olympia WA 98504-3075 specialoccasions@lcb.wa.gov Fax: 360-753-2710

TO: MAYOR OF TENINO

JUNE 13, 2023

SPECIAL OCCASION #: 094030

RAISE FOR ROWYN 448 SUSSEX AVE E TENINO, WA 98589

DATE: JUNE 17, 2023

TIME: 10AM TO 5PM

PLACE: TENINO CITY PARK - PARK AVE E, TENINO

CONTACT: FIONNA VELAZQUEZ (DOB: 5.20.1989) 360-264-7676

SPECIAL OCCASION LICENSES

 \ast _Licenses to sell beer on a specified date for consumption at a specific place.

* __License to sell wine on a specific date for consumption at a specific place.

* ____Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.

* ____Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

1. Do you approve of	applicant?	YES	NO
2. Do you approve of	location?	YES	NO
3. If you disapprove	and the Board contemplates issuing a		
license, do you want	a hearing before final action is		
taken?		YES	NO
OPTIONAL CHECK LIST	EXPLANATION	YES	NO
LAW ENFORCEMENT		YES	NO
HEALTH & SANITATION		YES	NO
FIRE, BUILDING, ZONING		YES	NO
OTHER:		YES	NO

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

LESS THAN 20 DAYS. PLEASE EMAIL SPECIALOCCASIONS@LCB.WA.GOV

6.

Consent Calendar June 13, 2023 consisting of:

- Payroll EFT's in the amount of \$68,772.57
- Claims Checks #31441 through #31483 in the amount of \$252,773.06.

for a total of \$321,545.63

a) Liquor & Cannabis License:

6.

City Of Tenino

CHECK REGISTER

Time: 14:41:33 Date: 06/13/2023 Page:

2

05/24/2023 To: 06/13/2023

Trans	Date	Туре	Acct #	Chk #	Claimant	Amount Memo	
1651	06/13/2023	Claims	5	31461	Law Office of Richard L. Hughes PLLC	10,522.50	
1652	06/13/2023	Claims	5	31462	Kamerrer & Bogdanovich P Law, Lyman, Daniel,	2,385.00	
1653	06/13/2023	Claims	5	31463		2,187.42	
1654	06/13/2023	Claims	5	31464	Mountain Mist Water	106.16	
1655	06/13/2023	Claims	5	31465	Northstar Chemical, Inc	907.50	
1656	06/13/2023	Claims	5		Orca Pacific Inc.	82,480.00	
1657	06/13/2023	Claims	5	31467	Pitney Bowes	1,005.00	
1658	06/13/2023	Claims	5	31468		56.12	
1659	06/13/2023	Claims	5		Puget Sound Energy	7,582.51	
1660	06/13/2023	Claims	5	31470		67.62	
1661	06/13/2023	Claims	5	31471	RTS Enviromental LLC	5,500.00	
1662	06/13/2023	Claims	5	31472	Jessica Reeves-Rush	38.42	
1663	06/13/2023	Claims	5	31473	SCJ Alliance	7,515.00	
1664	06/13/2023	Claims	5	31474	Scheibmeir, Kelly & Nelson PS	974.05	
1665	06/13/2023	Claims	5	31475	Tenino Marketfresh	414.50	
1666	06/13/2023	Claims	5	31476	Tenino Telephone Co	1,832.67	
1667	06/13/2023	Claims	5	31477		2,544.43	
1668	06/13/2023	Claims	5	31478	Thurston Co Public Health & Social Serv	192.00	
1669	06/13/2023	Claims	5	31479	U S Post Master	178.00	
1670	06/13/2023	Claims	5	31480	Utilities Underground Location	9.03	
1671	06/13/2023	Claims	5	31481	Verizon Wireless (Cell)	760.23	
1672	06/13/2023	Claims	5		Voyager Fleet System	3,103.07	
1673	06/13/2023	Claims	5		Wilson Parts Corporation	150.65	
			ral Governn y Pool Fun		#001	112,087.90	
			Street Fund			586.53 7.542.05	

101 City Street Fund #101 310 Municipal Capital Imp Fund 310 7,542.05 168,532.87 401 Water Fund 8,389.30 410 Sewer Fund 24,406.98 - Claims:

* Transaction Has Mixed Revenue And Expense Accounts

252,773.06

68,772.57

321,545.63 Payroll:

6.

City Of Tenino

CHECK REGISTER

Time: 14:41:33 Date: 06/13/2023 Page: 1

05/24/2023 To: 06/13/2023

				0	5/24/2025 10. 00/15/2025		Page: 1
Trans	Date	Туре	Acct #	Chk #	Claimant	Amount	Memo
1539	06/05/2023	Payroll	5	EFT	Robert A Auderer	2,551.85	
1540	06/05/2023	Payroll	5	EFT	Veronica A Barnes	2,111.94	
1541	06/05/2023	Payroll	5		Troy LK Cannon	2,848.43	
1542	06/05/2023	Payroll	5		Rene Durand	2,124.54	
1543	06/05/2023	Payroll	5		Brent L Gibbs	2,827.82	
1544	06/05/2023	Payroll	5		Drew Johnson	2,212.72	
1545	06/05/2023	Payroll	5		Aaron Lee	2,215.61	
1546	06/05/2023	Payroll	5		Alec C McClelland	2,878.80	
1547	06/05/2023	Payroll	5		Cole Plaja	1,748.43	
1548	06/05/2023	Payroll	5		Jason M Plaja	2,742.90	
1549	06/05/2023	Payroll	5		Derrick Prosser	1,968.92	
1550	06/05/2023	Payroll	5	EFT		1,523.54	
1551	06/05/2023	Payroll	5	EFT	Maria Rodriguez	1,963.56	
1552	06/05/2023	Payroll	5	EFT		2,303.12	
1553	06/05/2023	Payroll	5		Courtney N Sheldon	1,466.48	
1554	06/05/2023	Payroll	5		Rachel L Davidson	91.75	
1555	06/05/2023	Payroll	5		Wayne R Fournier	1,305.83	
1556	06/05/2023	Payroll	5		Linda Gotovac	183.50	
1557	06/05/2023	Payroll	5		Effie E Klamn	137.62	
1558	06/05/2023	Payroll	5	EFT		137.62	
1559	06/05/2023	Payroll	5		John J O'Callahan	229.37	
1603	06/09/2023	Payroll	5	EFT			941 Deposit for Pay Cycle(s)
			Ŭ	211		11,975.50	06/05/2023 - 06/05/2023
1604	06/09/2023	Payroll	5	EFT	WA State Dept of Retirement Systems	14,659.82	Pay Cycle(s) 05/20/2023 To 05/20/2023 - LEOFF II; Pay Cycle(s) 05/20/2023 To 05/20/2023 - PERS II; Pay Cycle(s) 05/20/2023 To 05/20/2023 - Deffered Comp; Pay Cycle(s) 06/05/2023 To 06/05/2023 - LEOFF;
1605	06/09/2023	Payroll	5	EFT	WA State Dept of Labor & Industries	6,564.82	1ST Quarter L&I: 01/01/2023 - 03/31/2023 Actual Paid 4/7/23 \$6303.28
1631	06/13/2023	Claims	5	31441	911 Supply - Keizer	68.11	
	06/13/2023	Claims	5		ALS Group USA, Corp	337.00	
1633	06/13/2023	Claims	5		BHC Consultants	33,315.84	
1634	06/13/2023	Claims	5		Douglas & Penelope Beedle	400.00	
1635	06/13/2023	Claims	5		Capital Industries	3,226.79	
1636	06/13/2023	Claims	5		Cintas Corporation	136.21	
1637	06/13/2023	Claims	5		CivicPlus LLC	451.92	
1638	06/13/2023	Claims	5		Corporate Payment Systems	1,675.27	
1639	06/13/2023	Claims	5		Correct Equipment	2,999.55	
1640	06/13/2023	Claims	5		Creative Iron Works, LLC	6,005.93	
1641	06/13/2023	Claims	5		Daily Journal Of Commerce	657.60	
1642	06/13/2023	Claims	5		Ford Motor Municipal Fin Dept	9,183.35	
	00,10,20,20	Claimb	5	51452	43401	7,103.33	
1643	06/13/2023	Claims	5	31453	Ferguson Pest Solutions	405.00	
1644	06/13/2023	Claims	5		Gibbs & Olson Inc	8,255.27	
1645	06/13/2023	Claims	5		H D Fowler Co	1,575.94	
1646	06/13/2023	Claims	5		Huckleberry Ink	1,373.94	
1647	06/13/2023	Claims	5		J & I Power Equip		
1648	06/13/2023	Claims	5		Joe Enbody	72.10	
1649	06/13/2023	Claims	5		Joes Refuse	2,100.00	
1650	06/13/2023	Claims	5			1,436.88	
1000	00/13/2023	Ciaims	2	51400	LB#1086 Lakeside Industries	49,812.48	

9. Quarry House Amendment 2. This amendment will extend the period of performance end date from June 1, 2023 to August 1, 2023. The amendment will also add \$77,000 to the original grant amount, changing the total grant amount from \$350,655 to \$427,655. The original scope of work and project budget will also be updated. The additional funds will be added to the "Capital Improvements" budget line item

Recommended Action: Motion to approve Quarry House Amendment 2.

Affordable Housing and Homeless Services Grant Amendment Face Sheet

Contract Number: [1920.CDBG.BGPF.TENINO.HOUSE] Amendment Number: [Amendment #2]

39

THURSTON COUNTY

Public Health and Social Services – Office of Housing & Homeless Prevention

Affordable Housing and Homeless Services (CDBG)			
	Affordable Housing an	d Homeless Services	(CDBG)

	Iorua		using an	a Homeless a			
1. Grantee City of Tenino				2. Grantee Doing Business As (optional)			
-				n/a			
3. Grantee Representatives				1			
Main Contact		Program Contact					
Wayne Fournier, Ph. (360)264-2368				Jen Scharbe		Ph: (360) 264-2368	
Mayor Email: City of Tenino Wfourn				City of Tenin		Email: jscharber@cityoft	enino.org
P.O. Box 4019	iier@	cityoftenir	no.org	P.O.Box 401			
Tenino, WA 98589				Tenino, WA	98589		
,							
4. THURSTON COUNTY Representat	ives						
Main Contact				Program Cor	ntact		
Thomas Webster Ph. 360-280-				Alex Persse		Ph: (360)463-0576	
Program Manager Thomas.Webs	ster@	co.thursto	on.wa.us	412 Lilly Rd		Email: alex.persse@co.t	thurston.wa.us
412 Lilly Rd NE				Olympia, WA	۸		
Olympia, WA 98506				98506			
5. Grant Amount	(6. Amen	dment A	mount	7. Ne	ew Grant Amount	
\$350,655		\$77,000			\$427	,655	
8. Funding Source			9. Ame	ndment Start	Date	10. Amendment End Date	
Federal: 🖂 State: 🗌 Local: 🗌 Oth	ner: [August 1, 2023	
11. Federal Funds (as applicable)	12	Federa	Agency		13	B. CFDA Number	
CDBG	HU		, igonoy	•	-	.218	
	_						
14. Amendment Purpose: Extend peri 14(a). Program Name				4	2(0) 7	Tuno	
Tenino Quarry House Renovation	13(3(b). Activity 13(c). Type Public Facilities					
14(d). Amendment Description						l aciittes	
This amendment will extend the period add \$77,000 to the original grant amoun work and project budget will also be up Thurston County and the Grantee, as d	nt, ch dateo lefine	hanging f d. The ac d above	the total (dditional i	grant amount f funds will be a ledge and acc	rom \$3 dded t	350,655 to \$427,655. The origin to the "Capital Improvements" b e terms of this Grant and attach	nal scope of oudget line item.
executed this Grant on the date below t parties to this Grant are governed by th Application, Grant Terms and Condition	is Gr	ant and	the follov	ving other doc	ument	s incorporated by reference: C	
FOR GRANTEE				FOR THURS	STON (COUNTY	
Signature				David Bayne, Public Health Director			
Wayne Fournier, City of Tenino	Ma	vor		Thurston County			
Print Name and Title	, ivia	yor					
Print Name and Title				Data			
Date			APPROVED AS TO FORM ONLY				
Date		Jon Tunheim, Prosecuting Attorney					
			lizab	eth 1	Petrick		
		Elizabeth Pe	trich				
						Attorney	
				Chief Prosecuting Attorney December 22, 2022			
					.2, 202		
				Date			
				24.0			
			ΑΤΤΑΟ	HMENT "A	"		

9.

SCOPE OF WORK AND BUDGET

1. SCOPE

The Tenino Quarry House is used as an event space, place for meetings, bazars and to cook and provide senior citizen lunches several times a week. The project will include rehabilitation and modernization of the interior areas to make it more usable, comfortable and accessible to the public. The project will include repair/replace floor post and beam with new concrete piers, level walls and floor in kitchen area, and remodel kitchen area. The existing kitchen is to be modernized with interior wall alterations to increase the size of the kitchen, add new water-resistant wall finishes and slip resistant flooring, stainless steel counter tops, cabinets, installation of commercial grade appliances and a grease trap. The project will also update both bathrooms with new fixtures, flooring, and wall coverings. The back room will be updated with new flooring, painting, and lighting. The project will bring electrical wiring up to code, install CAT-5 cable, move fixtures and add lighting as needed. It will involve the installation of a new efficient furnace and ductwork, the repair and replacement of non-original wood siding with similar siding where needed to remove rot/prevent additional water damage. The project will also include renovations to the backstage/deck area, including: replacing rotting and undersized floor joists, wrapping of posts, addition of stairs to each side of stage with rails, new flooring on the base of the stage, replacement of the back door, replacement of ceiling boards, addition of foundation vent screens, addition of a railing along entire stage, updated electrical and lighting, and installation of a security camera. The front entrance will receive the following updates: repair of existing siding, repair and replacement of existing gutters, addition of a handrail to the front steps, sandstone repair of the front porch, and additional lighting added. Abatement of asbestos will occur as required. Non-original windows and framing will be removed and replaced.

Eligible Categories	CDBG Award	Stat and/or Local	Project Total
Design & Inspection (Engineer & Architectural)	\$33,000	\$10,000	\$43,000
Permits & Fees	\$5,000		\$5,000
Capital Improvements (i.e. HVAC, electrical, windows, etc. to include 10% withheld until project is completed and required federal reports are submitted)	\$237,665		\$237,665
Equipment (i.e grease trap, appliances, etc.)	\$100,000		\$100,000
Sales Tax (8%)	\$22,124		\$22,124
Indirect Cost (10%)	\$29,866		\$29,866
Grand Total (Including Applicable Sales T <i>ax</i>)	\$427,655	\$10,000	\$437,655

2. BUDGET

10. PST Agreement

Recommended Action: Motion to approve PST Agreement.



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of Tenino, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

City of Tenino, WA
 The following positions are included in the fee structure in Attachment A (Subscriber may post any or all positions in a category at no additional charge): Law Enforcement Officer (entry-level and/or BLEA certified and/or lateral)
, 2023
Professional fees are described in Attachment A, which are incorporated herein by this reference.
Each annual renewal beyond the initial term includes a 4% increase in fees described in Attachment A.
This agreement is for an initial one-year term and will automatically renew annually unless either party provides a 60-day notice as outlined in Section 7.

- 1. <u>Description of Basic Services</u>. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:
 - 1.1 Outreach and recruitment support, application intake processing, and administration of pre-employment written examinations and/or physical ability tests for those positions noted on Page One (1) of this Agreement.

- 1.1.1 Written examinations are administered in-person at Contractor's test events, including those conducted by Subscribing agencies; remotely through a network of certified college testing facilities; and, through the Contractor's online, virtual in-home testing program.
- 1.1.2 Physical ability tests for law enforcement and corrections applicants are administered at Contractor's test events, including those conducted by Subscribing agencies, through a network of partner gym and fitness facilities, and through the Contractor's online, virtual in-home testing program (V-PAT).
- 1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%.
- 1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

- 1.4 <u>Term & Fees.</u> The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.
- 1.5 <u>Payment.</u> Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as

ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment due within 30 days of receipt of invoice.

1.5.1 <u>Direct Deposit (ACH Enrollment)</u>. Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 <u>Credit Card</u>. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

- 2. <u>Additional Services</u>. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.
- 3. <u>Acknowledgements of Subscriber</u>. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:
 - 3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.
 - 3.2 The written and physical agility scores of any applicant shall be valid for 18 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.
 - 3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
 - 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.
 - 3.5 The Subscriber is encouraged to conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
 - 3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.

- 3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
- 3.8 The Subscriber will accept scores from the Contractor from applicants that have successfully passed the written exam and/or physical ability test within the previous six (6) months of the activation date of the testing period. This will allow applicants to apply to the Subscriber without having to test again.
- 3.9 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.
- 4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and/or 41.12 and/or 41.14 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.
- 5. <u>Independent Contractor</u>. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.
- 6. <u>Indemnity and Hold Harmless</u>. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:
 - 6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:

- 6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
- 6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;
- 6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.
- 6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).
- 6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.
- 7. <u>Termination</u>. This agreement is for an initial one-year term and will automatically renew annually unless either party provides a 60-day notice as described below.

The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.

8. <u>Entire Agreement, Amendment</u>. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2023.

CITY OF TENINO, WA	PUBLIC SAFETY TESTING, INC.				
By: Print:	By: Print:	April 26, 2023 Jon F. Walters, Jr.			
Its:	Its:	President			
Contact:		Jon Walters			
Address:		<u> 20818 – 44th Ave. W., Suite 160</u>			
City/State/Zip:		Lynnwood, WA 98036			
Telephone:		425.776.9615			
Email:		jon@publicsafetytesting.com			
Invoicing Preference (select one): □ US Postal Service Mail □ Electronic via Email @	Name Title:	cy Recruiter:			
Subscriber's Contact & Address for Billing: (Please complete if different from contact information above) Contact: Title:	Agen Repre	: cy Hiring esentative/Supervisor: e:			
Agency:	Email	:			
Address: City/State/Zip: Telephone:	Name	or Agency Director:			
Email:		:			

ATTACHMENT -A-



PROFESSIONAL FEES

SERVICE	FEE	NOTE
PST Annual Agency Subscription: Law Enforcement Officer Testing	\$600	Base annual subscription rate. Subscription rate will increase at 4% annually beginning July 1, 2024.
Optional (select to request) Recruiting at PST Written Exam Events (Department pays candidate's fee to add department to their list of agencies)	Current Rate Per candidate \$11	Includes those candidates that add Tenino Police Department to their candidate list following your recruitment effort at an in-person or virtual written exam session. For virtual exam events, Subscriber will submit a ~60-second video. Agency will be invoiced based on the rate for "New Agency Add-on Fee" listed in the <u>current</u> <u>PST pricing chart</u> .
 Optional (select to request) □ Subscriber will pay candidate test fees which are pre-approved and agreed to by the Subscriber: Law Enforcement written exam & Physical Ability Test (PAT) events that do not occur on the same day as the PST in-person written exam 	Current Rates Per candidate \$55 (written) \$29 (PAT)	Subscriber agrees to pay candidate testing fees under circumstances such as a verifiable financial hardship, subscriber-requested coupons to distribute, discounts offered by the Subscriber, etc. Each will be pre-approved and agreed to by the Subscriber. When the Subscriber pays for a candidate's test fee, the Subscriber agency is removed from the candidate's pricing matrix so that the Subscriber is not subsidizing the candidate testing for other non-Subscriber agencies. The candidate will pay if they choose to test for any other agency besides the Subscriber. Agency will be invoiced amount based on the testing fees for a single agency listed in the <u>current PST pricing chart</u> .

11. Amendment for Construction Phase services for Hodgden Street

Recommended Action: Motion to approve Amendment.

AMENDMENT NO. 1

This Amendment No. 1 modifies the agreement for Engineering Services (Agreement) between Gibbs & Olson, Inc. (Engineer) and the City of Tenino, Washington (Client) executed on January 11, 2023, for a project known as the Hodgden Street Improvements.

The following modifications are made to the Agreement. All other terms and conditions of the Agreement remain unchanged.

SCOPE OF WORK

The Scope of Work to be performed by the Engineer is modified as identified in Exhibit A, Scope of Work. This Amendment incorporates construction phase engineering services as identified in Exhibit A.

BUDGET

The Engineer's budget is increased by \$23,700 for completion of the additional Scope of Work.

Original Agreement Amount	\$23,700.00
Amendment No. 1	
Total Agreement Amount	\$47,400.00

GIBBS & OLSON, INC.

By: Richard a. And

Richard A. Gushman, President

CITY OF TENINO, WASHINGTON

By: _

Wayne Fournier, Mayor

Date: June 8, 2023

Date: _____

Attachments: Exhibit A- Scope of Work Exhibit B – Budget Spreadsheet

File: 0751.3714

AMENDMENT NO. 1 EXHIBIT A SCOPE OF WORK

HODGDEN STREET IMPROVEMENT PROJECT CITY OF TENINO, WASHINGTON

Scope of Work:

The Consultant's Scope of Work of is modified to include construction phase engineering services for the Client's Hodgden Street Improvement project as described below:

Construction Phase Engineering Services

During the project's construction phase, Consultant shall within the limits of the construction phase budget in Exhibit B:

- 1) Consult with and advise the Agency and provide clarification of the intent of the design plans and specifications as requested.
- 2) Consultant will provide construction staking control for use by Contractor. A maximum of four 10-hour construction staking trips have budgeted for roadway construction surveying/staking. Additional survey trips and/or time will be considered out of scope work and will be billed at Consultant's standard rates on a time and materials basis.
- 3) Visits to Site and Observation of Construction. In connection with observations of the work of the Contractor(s) while it is in progress:
 - a) The Consultant shall visit the site periodically to observe the prosecution of the work and determine if such work is proceeding in accordance with the Contract Documents within the limits of the construction phase budget. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
 - b) Provide the services of a Resident Project Representative (RPR) and any assistants to be the Consultant's agent or employee under the Consultant's supervision.
 - c) The purpose of Consultant's visits to and representation by the RPR (and assistants, if any) at the site will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide for the Agency a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of the Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The RPR is budgeted for 40 hours and is anticipated to be onsite 3 times per week on average with each trip averaging a total of 4 hours including travel to and from Tenino.

- b) Shop Drawings. Consultant shall review and take appropriate action in respect of Shop Drawings, samples and other data, which Contractor(s) are required to submit for compliance with the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- c) Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
- d) Inspections and Tests. Consultant shall receive and review all certificates of inspections, testing and approvals required by laws, regulations, ordinances, codes, orders or the Contract Documents but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract documents.
- e) Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules, Consultant shall review Contractor pay requests and make recommendations to Agency regarding payment.
- f) Contractor(s)' Completion Documents. Consultant shall receive and review maintenance and operation instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Agency with written comments.
- g) Limitations of Responsibility. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained above, shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

11.

11. Indment 1 - Exhibit B - Budget Hodgden Street Improvements - Tenino, WA June 8, 2023

//· ndment 1 - Exhibit B - Budget										
Hodgden Street Improvements - Tenino, WA June 8, 2023										
Gibbs & Olson, Inc.										
Project Tasks	Prin.	Eng V	Eng III	Eng I	RPR	2 Man Survey	Sr. PLS	LS	Word Proc.	Total
Project Management, Administration & Meetings	1	2	9	2	2	0	0	0	0	\$2,502
Construction Management and Administration	1	2	4	0	0	0	0	0	0	\$1,222
Pre-construction Meeting	0	0	3	2	2	0	0	0	0	\$976
Construction Progress Meetings	0	0	2	0	0	0	0	0	0	\$304
Construction Phase Engineering Services	1	2	11	22	37	32	4	16	0	\$18,736
Construction Staking	0	0	1	0	0	32	4	16	0	\$8,932
Interpretations, Clarifications, Const. Oversight and Documentation	1	1	4	8	36	0	0	0	0	\$6,755
Shop Drawing/Submittal Review	0	0	2	8	0	0	0	0	0	\$1,344
Pay Estimates	0	0	2	4	1	0	0	0	0	\$954
Substantial Completion/Final Completion/Project Closeout	0	1	2	2	0	0	0	0	0	\$751
Subtotal	2	4	20	24	39	32	4	16	0	\$21,238
Mileage - 1,280 miles @ \$0.655/mile										\$1,025
GPS Survey Equipment - 2 units x \$35/hr/unit x 20 hrs/unit										\$1,400
Reproduction & Misc. Expenses										\$37
Total Expenses										\$2,462
Amendment No. 1 Total Budget										\$23,700
Original Agreement Amount										\$23,700
Total Agreement Amount with Amendment No. 1										\$47,400
2023 Billing Bates	\$240	\$187	\$152	\$130	\$130	\$195	\$155	\$120	\$84	<u> </u>

2023 Billing Rates \$240 \$187 \$152 \$130 \$130 \$195 \$155 \$120 \$84

12. Planning Commission Applicant

Recommended Action: Review application and approve new Planning Commissioner Mathew Rounsley.

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12.	
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CITY OF TENINO

City Commission Vacancy Application



JUN 06 2023 **CITY OF TENINO**

(Please type or print clearly)

registered:	Matthew Rounsley		
Physical Address:	1656 Sunflower Ln SW	20-104 Tumwate	er WA 98512
Mailing Address:	Same as physical		
Home Phone:		Cell Phone:	360-529-6296
Email Address:	mrounsley98@gmail.	com	
How long at Res	idence: Less than year	Best time to contact:	Midday/PM

Personal Information (optional):

As a product of Tenino, born and raised, I have seen firsthand the growth the city has had over the last 2 decades. I believe my degree in public affairs along with my experience in both private and public would allow me to bring a prospective and knowledge to the commission that would be beneficial to the in my work as a commissioner. I have worked with a variety of people in effort to gain understanding of scenarios from all angles before providing a solution which I think is very important to do as a commissioner who'll need to weigh the input of many stakeholders. As a commissioner I will be dedicated to looking at all proposals in a lens of betterment for the city while ensuring all stakeholders have an opportunity to share their thoughts and goals. I have had the opportunity to volunteer in the community through Tenino FFA for many years and it gives me great joy. This community has been instrumental in the success of so many students and individuals, including myself, and it is exciting to have the opportunity to give back and work for the community. List any prior experience as an elected official:



Staff Assistant - Congresswoman Marilyn Strickland: Present

Committee Assistant - Washington State Senate: 2023 Legislative Session

Student Programs Recruiter (Resource Review & Development)- Amazon: 2022 Client Success Coordinator- Anderson Business Advisors: 2021

Legislative Student Intern - State Board for Community & Technical Colleges: 2020 Session

Customer Service Supervisor - Kiperts Korner Feed: 2019-2021

List any applicable experience working with budgets:

Kiperts Korner Feed: Ordering within POS Systems and working with sales reps

SBCTC Intern: Legislative work & advocacy to pass \$800 million bill

Please list three (3) references:

Name: Wayne Fournier

Address: 149 Hodgdens Street Tenino, WA 98589

Contact Number: 360-264-2795

Name: Geraldine Maxfield

Address: 500 W Second St Tenino WA 98589

Contact Number: 360-870-9540

Name: Kristin Collins

Address: 11818 Crockett St SW Olympia WA 98512

Contact Number: 360-789-4205

Council members make recommendations and decisions that affect the entire community.

- 1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? [] Yes (Please explain on back) [X] No
- 2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? [X] Yes [] No (Please explain on back)
- 3.) Are there any days or evenings you are unavailable to meet?
 X Yes (Please explain on back) [] No

Signature: Date:

Please return completed form and any additional information to: City of Tenino – Attn: City Clerk, 149 Hodgden St South, P.O. Box 4019, Tenino, WA 98589 For more information please call (360) 264-2368

2. My current position provides no conflicts of interest and we have set a plan to prevent potential conflicts for my position as a commissioner and vice versa.

3. Most evenings after my 8-5 I will be available. If there is a commission event/tour/activity that would be during the middle of the workday I could potentially take PTO for that time. There might be 1 or 2 meetings in later 2024 that I might not be able to attend due to potentially working on campaigns but those would be discussed with the rest of the commissioners well in advance and I would ensure that I receive all briefings. I see no major time conflicts with evening commission meetings as they are currently scheduled.



13. Oregon Trail Days Request to Waive Fees

Recommended Action: Motion to approve waiving fees for Oregon Trail Days.



June 9, 2023

Mayor Wayne Fournier Tenino City Council Members City of Tenino 149 Hodgen Street P.O. Box 4019 Tenino, WA 98589

Dear Mayor Fournier and Council Members:

We are very excited for this year's Tenino Oregon Trail Days. It is scheduled to take place July 21-23, 2023.

As in past years, we appreciate all the support of the City of Tenino including elected officials, administration, public works and the police. We are asking again for that support and your partnership in hosting Oregon Trail Days at Tenino City Park and the Parade on Sussex Avenue and that any fees for permits or city services be waived.

Please find attached our City of Tenino Special Events/Parade Application.

Please let me know if you have any questions and we look forward to working with you and your team to coordinate a successful festival that we can all be proud of for our citizens and visitors to enjoy.

Sincerely,

Cheryl Pearer

Cheryl Pearce President

Tenino Area Chamber of Commerce P. O. Boo 506 Tenino, WA 98589



13.

City of Tenino Special Events/Parades

149 Hodgden St. South - P O Box 4019 Tenino, WA 98589 (360) 264-2368 www.ci.tenino.wa.us

SPECIAL EVENTS/PARADE CONTRACT

I have applied for use as legal representative of Tenino Area Chamber of Commerce

(name of organization/group)

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

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

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

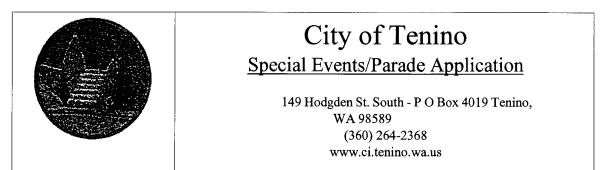
Name (please print) Cheryl Pearce, President

Address P. O. Box 506 City: Tenino, WA Zip 98589 Phone: 360-790-2734

Churge Plate Date 6/6/2023 Signature_

City ApprovaL

_Date_____



Organization: Tenino Area Chamber of Commerce

Contact Person: George Sharp, Coordinator, Cheryl Pearce, Chamber President Address: P.O. 506, Tenino, WA 98589 Telephone 360-878-3835 George Cell, 360-790-2734 Cheryl Cell

Email: chamber@teninoacc.org, gsharp@thurstonedc.com

 Purpose of the special event/parade is Tenino Oregon Trail Days Festival
 Description of organizing group: Tenino Area Chamber of Commerce and Tenino Lions Club (Parade)

3, Date(s) and time(s) of special event/parade: July 21, 22, 23, 2023 8am-6pm

4. There will be an estimated 200 persons, 20 animals, 10 floats and 40 motor vehicles participating or engaging in the special event/parade.

5. Place, area, route or location, as applicable to the special event/parade (please attach a map or describe): The Festival will take place at Tenino City Park including Quarry House and Depot Museum. The Parade will take place on Sussex Avenue between Custer and McArthur Streets.

6. What portion of the sidewalks and streets indicated will be occupied by the special event/parade: Custer Street, Streets around Park Side School, Sussex Avenue between Custer and McArthur Streets, Olympia Street, Park Street.

- Please provide 3 references: The Chamber has produced the Oregon Trail Days since 1968.
- 8. Are any temporary structures going to be erected? Yes Notcircle o If yes, you must attach plans indicating clearly: a) the type of construction, b) seating arrangements, c) aisle arrangements, d) structural details and calculations of the seats and supports and e) location of all exits.

- 9. Is any open flame going to be used within the structure? Yes/No circle one). If yes, what precautions are to be taken to render it safe
- 10. What provisions have been made for sanitary facilities for persons using the premises? We have ordered 2 dumpster, 8 portopotties (2 ADA), 4 hand wash stations, restrooms in park and museum also available.
- 11. You will deposit with the City Clerk at the time of application a refundable surety or cash bond of \$500.00. NO, we request a waiver for the deposit similar to previous years.
- 12. You will furnish evidence to the City Clerk at the time of application of a liability insurance policy as described in the Special Events/Parade Contract. Yes
- 13. The undersigned has authority to execute this application and the requesting organized group, unincorporated association of persons, partnership or corporation promises and aggress to abide by all the terms and conditions of the special event/parade permit issued, and to abide by all the rules and regulations of the City of Tenino. We agree that the structure shall not be used as a place of assembly until the Fire Marshal of Thurston Co. Fire Dist. 12 has inspected the entire premises.
- 14. This application shall be accompanied by a proposed Traffic Control Plan to be reviewed and approved by the Public Works Director.
- 15. The undersigned agrees to abide by the laws of the State of Washington and the Laws and Ordinances of the City of Tenino, and further agrees to hold the City of Tenino, their elected officials and their employees or agents harmless and to indemnify them from any and all claims or causes of action arising by reason of the negligent acts or omissions by the individual stated herein or their agents with respect to their usage of city property and participation in this event. Said individual also assumes all legal responsibility for their own negligence or omissions in regards to other participants in this event.

Cheryf Pearce, Chamber President

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

DEPARTMEN	TUSE ONLY:
Department Approval:	
Public Works Director:	Date:
Fire Marshal:	Date:
Chief of Police:	Date:
Administration:	Date:
Building Official:	Date:
Permit Approved / Denied (circle one) Date:	
City Official:	Title:

PERMIT # 20_

incentifucconity			
Amount	Descri tion	BARS	Date
\$100.00	Fee	001322.90.00	
\$500.00	Deposit	001389.00.00m	
	Refund	001586.00.00.02	