

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, July 26, 2022 at 7:00 PM

Agenda

WORK SESSION

CALL TO ORDER

AGENDA APPROVAL

1. Agenda for the Regular Meeting of the 7/26/22.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

2. Meeting Minutes for 7/12/2022

Recommended Action: Motion to approve 7/12/2022 meeting minutes as presented

CONSENT CALENDAR

3. Consent Calendar consisting of July 13, 2022 through July 26, 2022:

Payroll EFT's in the amount of \$48,977.59

Claims Checks #30750 through #30779 and EFT's in the amount of \$61,197.29

for a grand total of \$110,174.88

Liquor Cannabis License: High Supply LLC, Tenino Cannabis Boutique, Whitewood Cider

Absence of Council Members Linda Gotovac and Jason Lawton

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

EXECUTIVE SESSION

PRESENTATIONS

4. Officer Chris Backus Introduction

Recommended Action: None

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

- [5.](#) Stonecarver Lease

Recommended Action: Review and approve Stonecarver Lease for old PW shop.

NEW BUSINESS

- [6.](#) Sussex Water Line Replacement Bid Award

Recommended Action: Review and accept award for Sussex Water Line Replacement Bid.

- [7.](#) Deputy Finance Clerk position

Recommended Action: Review, discuss and approve description/position a part time Deputy Finance Clerk

- [8.](#) Utility/Admin Clerk position

Recommended Action: Review and discuss description of a part time Utility/Admin Clerk

RESOLUTIONS

9. Resolution 2022-05 A Resolution of the City Council to acknowledge and accept 2022 Supplemental State Capital budget funds.

Recommended Action: Approve Resolution 2022-05

ORDINANCES

REPORTS

10. 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) Fire District #12

7) Library

8) Museum

9) Tenino Community Service Center

11. 1) Civil Service Commission

2) Façade Improvement Grant Review Committee

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

12. 1) Chief of Police

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

13. 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:

3. Consent Calendar consisting of July 13, 2022 through July 26, 2022:

Payroll EFT's in the amount of \$48,977.59

Claims Checks #30750 through #30779 and EFT's in the amount of \$61,197.29 for a grand total of \$110,174.88

Liquor Cannabis License: High Supply LLC, Tenino Cannabis Boutique, Whitewood Cider

Absence of Council Members Linda Gotovac and Jason Lawton

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



Washington State
Liquor and Cannabis Board
P O BOX 43098

RECEIVED
JUL 14 2022
CITY OF TENNINO

MAYOR OF TENNINO
PO BOX 4019
TENNINO, WA 98589



Washington State
Liquor and Cannabis Board

P O BOX 43098

www.liq.wa.gov Fax #: (360) 753-2710

July 06, 2022

Dear Local Authority:
RE: Marijuana License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of marijuana licensed premises in your jurisdiction whose marijuana licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 69.50.331 (7).

1) Objection to License Renewal

To object to a marijuana license renewal: tax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based.
- o You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 69.50.331 (7)(c).

Your letter of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date (WAC 314-55-165). If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If the objection is received within thirty days of the expiration date or the licensee has already renewed the license, the objection will be considered as a complaint and possible license revocation may be pursued by the enforcement division.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent marijuana license is placed on hold.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the marijuana license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License (WAC 314-55-165 (2)(b))

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their marijuana license. If the licensee makes timely request for a hearing, we will notify you. The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order. The Board members have final authority to renew the marijuana license and will enter a final

5) Procedure if Board Renews License Over Your Objection (WAC 314-55-165 (2)(a))

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 marijuana 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 wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C092080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 07/06/2022

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20221231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. HIGH SUPPLY LLC	HIGH SUPPLY LLC 449 S WICHMAN ST SUITE B TENINO WA 98589 9376	430695	CANNABIS PROCESSOR
2. NINE DRAGONS PROJECT LLC	TENINO CANNABIS BOUTIQUE 449 WICHMAN ST S STE A TENINO WA 98589 9376	415484	MARIJUANA RETAILER MEDICAL CANNABIS ENDORSEMENT

RECEIVED
JUL 14 2022
CITY OF TENINO



Washington State
Liquor and Cannabis Board

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

RECEIVED
JUL 14 2022
CITY OF TENINO

3400R OF TENINO/CITY OF TENINO
PO BOX 4019
TENINO, WA 98589



**Washington State
Liquor and Cannabis Board**

Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710
PO Box 43098

July 06, 2022

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. 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.

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 wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 07/06/2022

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENNINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20221031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. WHITEWOOD LLC	WHITEWOOD CIDER 138 HODGDEN ST N TENNINO WA 98589 4500	4311178	DOMESTIC WINERY < 250,000 LITERS B/W ON PREMISES ENDORSEMENT

RECEIVED
JUL 14 2022
CITY OF TENNINO

Consent Calendar consisting of July 13, 2022 through July 26, 2022:

Payroll EFT's in the amount of \$48,977.59

- **Claims Checks #30750 through #30779 and EFT's in the amount of \$61,197.29**

for a grand total of \$110,174.88

Liquor and/or Cannabis License requests:

**High Supply LLC, Tenino Cannabis Boutique,
Whitewood Cider**

And the excusal of Councilmember's Gotovac and Lawton.

CHECK REGISTER

3.

City Of Tenino

Time: 11:21:17 Date: 07/26/2022

07/13/2022 To: 07/26/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2000	07/15/2022	Payroll	5	EFT	WA State Dept of Retirement Systems	10,309.86	Pay Cycle(s) 06/20/2022 To 06/20/2022 - PERS II; Pay Cycle(s) 06/20/2022 To 06/20/2022 - LEOFF II; Pay Cycle(s) 07/05/2022 To 07/05/2022 - LEOFF II; Pay Cycle(s) 07/05/2022 To 07/05/2022 - PERS II
2017	07/20/2022	Payroll	5	EFT	Robert A Auderer	2,310.88	
2018	07/20/2022	Payroll	5	EFT	Christopher A Backus	1,934.12	
2019	07/20/2022	Payroll	5	EFT	Veronica A Barnes	1,793.58	
2020	07/20/2022	Payroll	5	EFT	Troy LK Cannon	2,641.32	
2021	07/20/2022	Payroll	5	EFT	Judith Cryderman	785.66	
2022	07/20/2022	Payroll	5	EFT	Rene Durand	1,656.41	
2023	07/20/2022	Payroll	5	EFT	Brent L Gibbs	1,938.96	
2024	07/20/2022	Payroll	5	EFT	Drew Johnson	2,257.79	
2025	07/20/2022	Payroll	5	EFT	Aaron Lee	1,635.87	
2026	07/20/2022	Payroll	5	EFT	Alec C McClelland	2,006.48	
2027	07/20/2022	Payroll	5	EFT	Cole Plaja	870.48	
2028	07/20/2022	Payroll	5	EFT	Jason M Plaja	2,338.09	
2029	07/20/2022	Payroll	5	EFT	Derrick Prosser	1,976.51	
2030	07/20/2022	Payroll	5	EFT	Jessica Reeves-Rush	456.32	
2031	07/20/2022	Payroll	5	EFT	Maria Rodriguez	1,657.24	
2032	07/20/2022	Payroll	5	EFT	Colby Russell	981.48	
2033	07/20/2022	Payroll	5	EFT	Jennifer N Scharber	2,055.41	
2055	07/20/2022	Payroll	5	EFT	Timberland Bank	9,371.13	941 Deposit for Pay Cycle(s) 07/20/2022 - 07/20/2022
1998	07/13/2022	Claims	5	30750	Puget Sound Energy	5,994.34	
2100	07/26/2022	Claims	5	30751	911 Supply - Keizer	806.97	
2101	07/26/2022	Claims	5	30752	Aramark	388.62	
2102	07/26/2022	Claims	5	30753	Centralia OK Tire	65.30	
2103	07/26/2022	Claims	5	30754	Chehalis Tribal Jail	85.00	
2104	07/26/2022	Claims	5	30755	Corporate Payment Systems	1,904.52	
2105	07/26/2022	Claims	5	30756	DPI Legal & Classified Publishing	321.48	
2106	07/26/2022	Claims	5	30757	Denali LLC	1,193.92	
2107	07/26/2022	Claims	5	30758	Doug Mah & Associates, LLC	2,000.00	
2108	07/26/2022	Claims	5	30759	Gibbs & Olson Inc	18,764.00	
2109	07/26/2022	Claims	5	30760	H D Fowler Co	10,781.94	
2110	07/26/2022	Claims	5	30761	Hillier, Scheibmeir & Kelly, PS	1,550.25	
2111	07/26/2022	Claims	5	30762	Huckleberry Ink	422.67	
2112	07/26/2022	Claims	5	30763	Joes Refuse	142.46	
2113	07/26/2022	Claims	5	30764	L & L Machinery Co Inc	3,101.30	
2114	07/26/2022	Claims	5	30765	Lewis County Chemical	164.30	
2115	07/26/2022	Claims	5	30766	Miles Sand And Gravel Company	1,215.32	
2116	07/26/2022	Claims	5	30767	Unit 35 Modern Machinery	186.61	
2117	07/26/2022	Claims	5	30768	Puget Sound Energy	2,582.10	
2118	07/26/2022	Claims	5	30769	Quill	56.19	
2119	07/26/2022	Claims	5	30770	Maria Rodriguez	89.17	
2120	07/26/2022	Claims	5	30771	Rosen Supply Lacey	522.69	
2121	07/26/2022	Claims	5	30772	SCJ Alliance	5,647.25	
2122	07/26/2022	Claims	5	30773	Tenino Marketfresh	700.52	
2123	07/26/2022	Claims	5	30774	City Of Tenino	28.42	
2124	07/26/2022	Claims	5	30775	Thurston Co Public Health & Social Serv	120.00	
2125	07/26/2022	Claims	5	30776	USA BlueBook	513.62	
2126	07/26/2022	Claims	5	30777	WA State Auditor	1,260.60	

5.

File Attachments for Item:

5. Stonecarver Lease

Recommended Action: Review and approve Stonecarver Lease for old PW shop.

LEASE AGREEMENT

This Office Lease Agreement (“Lease”) is entered into by and between the THE CITY OF TENINO (“LESSOR”), a Washington municipal corporation, and TENINO STONE CARVERS (“LESSEE”) a Washington non-profit corporation, (collectively “Parties”).

It is agreed between the parties hereto as follows:

1. **Description of Premises.** Lessor hereby leases to Lessee, on the terms and conditions hereinafter set forth, approximately 576 square feet of that certain property located at 798 Sussex Avenue W, Tenino, WA 98589 (the “Premises”). The leased portion of the Premises is shown on Exhibit A attached hereto (“Leased Premises”), as well as the facilities as described herein.

2. **Term.** The term of this Lease shall commence on , _____, 2022 (“Term”) and continue for a period of 1 year, which may be renewed for successive 1-year periods by Lessee upon providing written Notice to Lessor within 60 days of the date in which the Lease would otherwise expire, and approval by the City Council of Lessor after consideration of whether the City needs the leased space for its own use. Further, either Party may terminate this Lease under paragraph 8 herein. The Parties may amend this agreement from time to time in writing and authorized by their respective representatives.

3. **Rental.** The monthly rent for the Leased Premises shall be in the amount of \$325 and be offset for work providing maintenance of Tenino’s public stonework, and up to one stonework project for the City annually, provided Lessee submits a statement of time and materials for projects requested by the City and such statement is approved by the Mayor or designee. In the event of a dispute concerning Lessee’s statement of time and materials, or work provided by Lessee, Lessee shall be responsible for payment of all rent due on a timely basis, without offset until the dispute is resolved.

The rent for each month shall be paid to Lessor in advance on or before the fifth (5th) day of each month until the end of the Term. Rent shall be paid to the Lessor at the address of the Lessor set forth in this Lease. Lessor may adjust the monthly rent upon each successive 1-year renewal period,

but only upon written notice to Lessee at least 120 days prior to the end of the current 1-year period. Lessee shall be responsible for any applicable leasehold tax, utilities, and any other expense associated with use of the leased premises.

If Lessee fails to pay any monthly rent payment or other amount owed to Lessor within ten (10) days after it is due, Lessee shall pay as additional rent a sum equal to five percent (5%) of each such overdue amount. At Lessor's option, any sum not paid by Lessee within twenty (20) days of the date due shall also bear interest at the rate of twelve percent (12%) per annum from the date due until paid in full. Lessor's acceptance of a late charge (or interest) shall not waive the underlying delinquency or bar the exercise of other remedies for non-payment under this Lease. If the commencement date is on any other than the first day of a month, the first month's rent shall be the base rent divided by the number of days in that month, multiplied by the number of days in that month that Lessee occupies the Leased Premises. Such prorated amount shall be payable on the first day of occupancy.

4. **Use.** The Leased Premises are leased to the Lessee for Lessee's business operations in a responsible manner. No other use shall be made of the Leased Premises without the written consent of the Lessor.

5. **Lessee's Obligations.** Lessee shall:

(a) At all times during the Term, or any extension of the Term hereof, keep the Leased Premises, including appurtenances, fixtures, installations and equipment, in good condition and repair, reasonable wear and use excepted.

(b) Not make any alterations, improvements, or additions to the Leased Premises without first obtaining the written permission of Lessor.

(c) Permit Lessor and their agents, upon reasonable notice, to enter into and upon said Leased Premises at all reasonable times for the purpose of inspecting said Leased Premises and for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs thereto;

(d) Properly dispose of rubbish, garbage, and waste in a clean and sanitary manner at reasonable and regular intervals and assume all costs of extermination and fumigation for infestation caused by Lessee;

(e) Properly use and operate all electrical, gas, heating, plumbing, and other fixtures, and appliances;

(f) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the Leased Premises, their appurtenances, facilities, equipment, furniture, furnishings, appliances, or fixtures; and

(g) Not permit a nuisance or common waste.

6. **Surrender of Leased Premises.** Upon expiration of the Term of this Lease, Lessee shall promptly surrender the Leased Premises to Lessor and shall, at Lessee's own expense, return the Leased Premises to its original condition, exclusive of ordinary wear and tear.

7. **Default and Remedies.** If any default shall occur under the terms of this Lease by either party hereto and such default continues for twenty (20) days after either party's written notice thereof to the defaulting party, then the non-defaulting party shall be entitled to all remedies at law or in equity. Jurisdiction for any legal action brought under this Agreement shall be in the Superior Court of the County of Thurston, State of Washington. This Lease will be construed and enforced in accordance with the laws of the State of Washington. The prevailing Party in any legal action shall be entitled to recover of their attorneys and costs.

8. **Waiver and cumulative rights.** No waiver of any breach of this Lease by Lessee shall be considered to be a waiver of any other or subsequent breach. All rights and remedies of Lessor herein provided or allowed by law shall be cumulative. Either Party may terminate this lease for convenience upon sixty days' written notice, in addition to the default provisions described in paragraph 7.

9. **Notices.** All notices to be given to the Lessor or Lessee may be given in writing Personally₂ or by certified mail sent to the Lessee at Lessee's address set forth above, or to the Lessor at Lessor's address set forth above, or at such other address as either party shall later provide to the other in writing.

10. **Successors and Assigns.** The covenants and conditions hereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto.

11. **Entire agreement.** This Lease is the entire agreement in respect to the Leased

Premises between the Parties in respect to the Leased Premises and there are no promises, agreements, warranties, or representations, oral or written, express or implied, other than as expressly set forth in this Lease. This Lease shall not be modified in any manner except by an instrument in writing and executed by the Parties.

12. **Insurance Requirements.** Lessor shall at all ~~times~~ during this Lease procure and maintain the following insurance coverage:

(a) Commercial General Liability insurance that covers liability arising from premises, operations, independent contractors, personal injury, advertising injury, and liability assumed by contract. Coverage shall be written with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate, with Tenino named as an additional insured under Lessee's Insurance Policy.

(b) Workers Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

13. **Indemnification/Hold Harmless.** Lessee shall defend, indemnify and hold Tenino, its board members, agents, officers, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs, arising out of, or in connection with, the performance of this lease, except for injuries and damages caused by the sole negligence of Tenino, unless it is judicially determined that RCW 4.24.115 is applicable, in which case Lessee's liability hereunder shall be only to the extent of Lessee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver under Title 51 has been mutually negotiated by the Parties.

14. **Alternative Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Lease, or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both Parties. If the Parties do not reach such resolution within a period of 60 days from the date the dispute first arose then, upon written notice by a Party to the other, all disputes, claims, questions, or

differences shall be referred to non-binding mediation by a neutral and independent mediator, selected in accordance with the rules of the American Arbitration Association (AAA) for selection of a mediator. The Parties will share equally in the cost of mediation services and bear their own costs of legal counsel. Mediation shall be a pre-requisite to the filing of any litigation arising out of this Lease.

15. **Effective Date.** This Lease shall be deemed effective on _____ 2022, provided it is signed by both Parties.

IN WITNESS WHEREOF, the parties hereto signed this Lease on the _____ day of _____, 2022.

LESSOR

LESSEE

City of Tenino

Tenino Stone Carvers

By: Wayne Fournier

By: Daniel Miller

EXHIBIT A: Leased Premises

Tenino Lease. - 6

6.

File Attachments for Item:

6. Sussex Water Line Replacement Bid Award

Recommended Action: Review and accept award for Sussex Water Line Replacement Bid.



Memorandum

To: Jen Scharber- City of Tenino
From: Michael Marshall, PE *mm*
Date: July 21, 2022
Re: Sussex Avenue Water Line Replacement Project Contract Award Recommendation

The City advertised for bids for the Sussex Avenue Water line Replacement Project on June 29, 2022 to replace a waterline on Sussex Avenue. The City opened five bids that were submitted on July 20, 2022 at 1:00 PM. The bids ranged from \$135,226.80 to \$211,147.56 including sales tax. The low bid was offered by Barcott Construction.

Barcott Construction's bid is the low bid submitted and is properly filled out including signatures and is deemed to be responsive.

I have attached the bid tabulation.

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

We recommend that the City award the contract for Sussex Avenue Water Line Replacement project to Barcott Construction.

NOTICE OF AWARD

Dated July 27, 2022

TO: Barcott Construction, LLC
 (BIDDER)

ADDRESS: PO Box 366, Chehalis, WA 98532

PROJECT: City of Tenino – Ag Park Water & Sewer Extension Project

OWNER's CONTRACT NO. _____

CONTRACT FOR: City of Tenino – Sussex Avenue Waterline Replacement Project

You are notified that your Bid dated July 20, 2022 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for all work items.

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

The Contract Price of your contract is One Hundred Thirty Five Thousand, Two Hundred Twenty Six Dollars and eighty cents (\$135,226.80).

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

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by August 12, 2022:

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

3. (List other conditions precedents).

a. _____

b. _____

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

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

City of Tenino
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

CITY OF TENNO SUSSEX AVE WATER MAIN REPLACEMENT PROJECT
 Bidder's Tabulation
 Bid Opening: July 20, 2022 - 1:00 pm

BID ITEM No.	BID ITEM NAME	TOTAL UNITS	Engineers Division of Cost			Barcast Construction			Confidential Construction Co.			More Contracting		
			COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST		
1	MISCELLANEOUS CONSTRUCTION	1 ALLOWANCE	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00		
2	MOBILIZATION (B%)	1 L.S.	13,400.00	\$13,400.00	15,500.00	\$15,500.00	15,500.00	\$15,500.00	15,500.00	\$15,500.00	15,500.00	\$15,500.00		
3	TCS, FLAGGERS AND SPOTTERS	20 HOUR	80.00	\$2,400.00	1.00	20.00	183.33	5,600.00	100.00	10,000.00	100.00	10,000.00		
4	SAWCUTTING	110 L.F.	5.00	\$50.00	1.00	1.00	5.00	50.00	5.00	50.00	5.00	50.00		
5	UTILITY POTHOLES	24 C.Y.	30.00	\$720.00	120.00	3,600.00	150.00	4,500.00	150.00	4,500.00	150.00	4,500.00		
6	TRENCH SAFETY SYSTEMS	10 L.S.	1,000.00	\$1,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00		
7	CONTROLLED DENSITY FILL	445 TON	40.00	\$1,600.00	250.00	\$1,000.00	40.00	\$1,600.00	40.00	\$1,600.00	40.00	\$1,600.00		
8	TRENCH EXCAVATION	445 C.Y.	15.00	\$225.00	13.00	\$1,950.00	13.00	\$1,950.00	13.00	\$1,950.00	13.00	\$1,950.00		
9	BRICK GRASS / ASPHER (CONCRETE)	700 L.S.	10.00	\$1,000.00	440.00	\$4,400.00	440.00	\$4,400.00	440.00	\$4,400.00	440.00	\$4,400.00		
10	CONCRETE WATER MAIN	2 EA	3,000.00	\$3,000.00	2,500.00	\$2,500.00	2,500.00	\$2,500.00	2,500.00	\$2,500.00	2,500.00	\$2,500.00		
11	CONCRETE WATER MAIN	2 EA	4,000.00	\$4,000.00	3,400.00	\$3,400.00	3,400.00	\$3,400.00	3,400.00	\$3,400.00	3,400.00	\$3,400.00		
12	CONCRETE WATER MAIN	2 EA	3,000.00	\$3,000.00	2,500.00	\$2,500.00	2,500.00	\$2,500.00	2,500.00	\$2,500.00	2,500.00	\$2,500.00		
13	TRENCH EXCAVATION	2 EA	4,000.00	\$4,000.00	3,400.00	\$3,400.00	3,400.00	\$3,400.00	3,400.00	\$3,400.00	3,400.00	\$3,400.00		
14	TRENCH EXCAVATION	283 S.Y.	4.00	\$1,600.00	5.00	\$2,000.00	5.00	\$2,000.00	5.00	\$2,000.00	5.00	\$2,000.00		
	SUBTOTAL CONSTRUCTION COSTS			\$12,800.00		\$12,800.00		\$12,800.00		\$12,800.00		\$12,800.00		
	SALES TAX AT 8.5%			\$1,088.00		\$1,088.00		\$1,088.00		\$1,088.00		\$1,088.00		
	SUBTOTAL CONSTRUCTION COSTS & SALES TAX			\$13,888.00		\$13,888.00		\$13,888.00		\$13,888.00		\$13,888.00		

File Attachments for Item:

7. Deputy Finance Clerk position

Recommended Action: Review, discuss and approve description/position a part time Deputy Finance Clerk

City of Tenino Job Description
Administration Department
Mgmt. /Admin – Part Time
Not to exceed 20 hours per week

Deputy Finance Clerk

NATURE OF WORK: Under administrative direction of the City Clerk, the City Deputy Finance Clerk is responsible for recording all monies coming into and leaving the clerk's Office. The Finance Clerk performs a wide variety of financial recordkeeping duties. These duties include bookkeeping, accounting, and financial reporting. The City Deputy Finance Clerk will assist with the City's budget, accounting, auditing, and related financial operations. The work is performed under the general direction of the Clerk Treasurer, but considerable latitude is granted for the exercise of independent judgment and initiative.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following duties are not inclusive of all duties, and the incumbent performs other related duties, as required.

1. Assists in maintaining the Clerk's Office financial records.
2. Coordinates and supervises all City activities related to finance, accounting, budgeting, and related financial policy transactions.
3. Helps Develop, implement, and administer the City's annual budget.
4. Assists in annual audit functions.
5. Assists City banking, investment, and debt policies and grant management.
6. Manage the City's finances to provide for bonded debt service for general obligation bonds, revenue bonds, and local improvement district bonds.
7. Prepares and maintains financial, accounting, audit, and related records, reports, documents, correspondence, databases projections, and information files.
8. Provides financial and accounting services and expertise to other City departments and agencies.
9. Assists in preparing and maintaining the budgets for the City Clerks office and special projects
10. Performs complex accounting procedures to reconcile City accounts and financial records with outside state and federal agencies, banks and financial institutions, and regulatory agencies.
11. Provides financial reports, audits, and financial assistance as requested to City departments and agencies.
12. Manages special projects and programs as assigned by the Clerk Treasurer.
13. Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

KNOWLEDGE, ABILITIES AND SKILLS:Knowledge of:

1. Method, procedures, objectives, and standard practices of financial planning and management, accounting, and financial functions and practices.
2. Municipal budgeting and expenditure principles and practices.
3. Applicable federal and state laws and regulations pertaining to municipal finance operations.
4. Applicable Accepted Accounting Principles related to the creation and maintenance of City accounting and financial practices, methods, records, and documentation.
5. Applicable State Governmental Accounting, Auditing, and Financial Reporting requirements and standards.
6. Principles and procedures of financial record keeping and reporting.
7. Principles and methodology of project management.
8. Time and resource management.
9. Operation of standard office equipment and a personal computer and job-related software applications for word processing, spreadsheets, and other required applications.
10. Current office practices and procedures.
11. City and state laws.

Ability to:

1. Follow written and oral instruction.
2. Prepare and administer a municipal budget.
3. Prepare and maintain City financial records and documents to applicable BARS standards.
4. Manage the operations of the finance department.
5. Prepare clear and concise reports.
6. Analyze financial data, reconcile accounts, and prepare reports.
7. Establish and maintain effective working relationships with other City employees, the Mayor and Council, and the public.
8. Operate standard office equipment including a personal computer using program applications appropriate to assigned duties.
9. Communicate effectively both orally and in writing.
10. Perform multiple tasks simultaneously, including handling interruptions, and return to and complete tasks in a timely manner.
11. Perform time management and scheduling functions, meet deadlines, and set project priorities.

PREFERRED QUALIFICATIONS:

Education: Public Administration or a closely related field. CMC Certification preferred.

Experience: Three to five years of finance, administrative, and professional experience in a comparable municipality, or equivalent, with strong experience in **fund balance GAPP and BARS accounting**, personnel administration, computer systems, and other administrative matters; or any equivalent combination of education and experience.

Possession of a valid Washington State driver's license at the time of appointment, or the ability to obtain one within thirty (30) days, and a driving record acceptable to the City's Risk Manager.

Must pass a background investigation; Attendance at evening meetings is required.

PHYSICAL LIMITATIONS: Work is generally performed indoors in an office environment. Lifting records and reports may be required, usually not in excess of 50 pounds.

WORK ENVIRONMENT: The work environment conditions described here are representative of those and employee encounters while performing the essential functions of this job. Work is typically performed in an office environment.

8.

File Attachments for Item:

8. Utility/Admin Clerk position

Recommended Action: Review and discuss description of a part time Utility/Admin Clerk

City of Tenino Job Description**Administration Department****Part Time****Not to exceed 20 hours per week****Admin/Utility Clerk****Nature of Work:** Performs variety of office support activities such as secretarial, clerical, and public relations**Supervision:** This position answers directly to the Clerk/Treasurer.**Essential Duties and responsibilities:**

- Retrieve, sort, and process daily mail
- Receive payments through mail or in person
- Greet customer on phone or in person and direct to appropriate staff
- Provide a variety of office tasks including preparing correspondence; enter date into various computer programs
- Operate fax machine, copy machine, calculators, and other office equipment
- Take and transcribe Planning commission meeting minutes
- Assist Police Department Administrative Assistant as scheduled
- Other duties as may be assigned by Clerk/Treasurer

Knowledge, Abilities and Skills:Knowledge of:

- Modern office practices, procedures, and equipment
- Oral and written communications skills
- Telephone techniques and etiquette
- Working knowledge of MS Word and MS Excel.

Ability to:

- Perform Clerical duties such as filing, duplications, typing, and maintaining
- Understand and follow oral and written directions
- Operate standard office machines such as computer terminals, typewriters, calculators, and copiers
- Deal Courteously with customers

- Establish and maintain effective working relationships with co workers and members of community
- Maintain confidentiality of sensitive information

Minimum Qualifications: High School graduate or equivalent

Preferred Qualifications: High School Graduate or equivalent

Licenses and other requirements:

Valid Washington State Drivers License.

Physical Abilities:

The physical demands described here are representative of those that must be met by and employee to successfully perform the essential functions of this job. Reasonably accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, walk, stand, and stoop. Work is generally performed indoors in an office environment. Lifting records and reports may be required, usually not more than 50 pounds.

Work Environment: The work environment conditions described here are representative of those and employee encounters while performing the essential functions of this job. Work is typically performed in an office environment.

Must pass a background investigation.