



McCleary City Council Agenda

03/13/19- 6:30PM

Flag Salute

Roll Call: ___ Pos. 1-Richey, ___ Pos. 2-Huff , ___ Pos. 3- Heller, ___ Pos. 4- Blankenship, ___ Pos. 5- Iversen

Presentation	<input type="checkbox"/>	TAB	A	Grays Harbor Homelessness Plan Update
Public Hearing	<input type="checkbox"/>			
Mayor Comments	<input type="checkbox"/>			
Public Comment	<input type="checkbox"/>			
Minutes	<input type="checkbox"/>	Tab	B	02.13.2019
Approval of Vouchers	<input type="checkbox"/>			

Staff Reports	<input type="checkbox"/>	Tab	C	Chris Coker
	<input type="checkbox"/>	Tab	D	Todd Report
	<input type="checkbox"/>	Tab	E	Staff Reports

Old Business	<input type="checkbox"/>	Tab	F	Vehicle Purchase
--------------	--------------------------	-----	---	------------------

New Business	<input type="checkbox"/>	Tab	G	3rd Street Utility Trenching
	<input type="checkbox"/>	Tab	H	Sole Source Vaults
	<input type="checkbox"/>	Tab	I	NWPPA Agreement

Ordinances	<input type="checkbox"/>	Tab	J	Truck Roll Fee
------------	--------------------------	-----	---	----------------

Resolutions	<input type="checkbox"/>			
	<input type="checkbox"/>			

Contracts	<input type="checkbox"/>			
Mayor/Council Comments	<input type="checkbox"/>			
Public Comments	<input type="checkbox"/>			
Adjourn/Recess Meeting	<input type="checkbox"/>			

Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request

The City of McCleary is an equal opportunity provider and employer.

La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador

TAB - A



Homelessness in Grays Harbor

2019 Plan Update

2019 Housing Plan Update

Goals of Meeting:

- ▶ Briefly outline scope of and contributors to Homelessness in Grays Harbor
- ▶ Provide orientation about what is required as part of the plan update (*2019-2024 Grays Harbor Plan to Address Homelessness*)
- ▶ Where can the community provide input on the 2019 plan update?
- ▶ Ask this group to share their priorities in more flexible areas (i.e. “vote” on strategies they feel are most important to address homelessness in Grays Harbor)



Scope of Homelessness in Grays Harbor

- ▶ Reasonable to estimate there are as many as 3,000 residents who are not stably housed at any given time –**between 500-700 are literally homeless**
- ▶ 2018 Point in Time Count
 - ▶ 174 literally homeless: 117 unsheltered, 57 sheltered
- ▶ 2017-18 Coordinated Entry data
 - ▶ 761 HH assessed, 453 of those were literally homeless, 113 enrolled in programs (*difference of 340*)
- ▶ 2015-16 OSPI Data
 - ▶ 974 Homeless Students (75% doubled up, 10% shelters, 10% motels, 5% unsheltered)
- ▶ 2018 DSHS Data
 - ▶ 2,055 clients homeless (873 literally homeless, 1,177 unstably housed/couch surfing)



Factors contributing to homelessness

- ▶ Tenants need access to sustainable income to pay rent
 - ▶ Jobs
 - ▶ Benefits (SSI, TANF, etc.)
- ▶ Low barrier programs and units are critical to ending homelessness
 - ▶ Behavioral Health
 - ▶ Pets
 - ▶ Criminal/eviction history
 - ▶ Physical disabilities
- ▶ Individualized and long-term supports are needed to obtain and maintain housing for many
- ▶ Need all steps of continuum from emergency shelter to help now – all the way to permanent housing and supports
- ▶ **Not enough affordable housing for low-income clients***

<https://www.zillow.com/research/homelessness-rent-affordability-22247/>



Grays Harbor Homeless System Performance

August 2018

County seeks to support homeless crisis response systems that efficiently reduce the number of people living outside, and that when scaled appropriately can house all unsheltered people

Between July 2017 - June 2018,

453

homeless households sought housing services in Grays Harbor.



Of that total,

73%

were single adults;



26%

were families;



and

113

were enrolled in Rapid Rehousing.



Together, we are working to make homelessness in Grays Harbor:

rare,

Households	2017-18	2016-17
Total assessed	453	564
Single adults	73%	59%
Families	26%	41%
Total enrolled	113	158
Unmet need	340	406

brief,



Length of time household was homeless
2017-18: 54 days
2016-17: 59 days

and one-time.



Moved into permanent housing
2017-18: 75%
2016-17: 67%



Increased or maintained income
2017-18: 59%
2016-17: 69%

Our partners provide a variety of housing services to our community.



Emergency shelters provide temporary housing to alleviate the immediate crisis of homelessness.

	2017-18	2016-17
Households served	98	102
Shelter utilization	59%	51%



Homelessness Prevention includes financial assistance and/or case management to prevent a household from imminent homelessness.

	2017-18	2016-17
Households served	140	152
Rental vacancy	2.5%	3.8%



Rapid Rehousing quickly stabilizes households that are actively experiencing homelessness with financial assistance and short-term, intensive case management.

	2017-18	2016-17
Households served	219	269
Unsheltered	59%	51%

County Housing Plan Update

- ▶ GHC Current plan published early 2016
 - ▶ Legislation in 2018 required the State to publish guidance on required elements to local plans
 - ▶ Commerce published final draft of guidance November 30
 - ▶ New Plan must cover 2019-2024
 - ▶ Local plans are required to describe actions that will be taken to meet objectives
 - ▶ Must include responsible parties, timelines, at least one milestone completed prior to 2022, and description of how success will be measured
- 4 required goals/objectives:**
- ▶ Quickly identify and engage people experiencing homelessness ✓
 - ▶ Prioritization of homeless housing for people with the highest needs ✓
 - ▶ Effective and efficient homeless crisis response housing and services ✓
 - ▶ Projection of the impact of the fully implemented plan on number of households housed and number still left unsheltered
- ▶ **Per RCW** local funds must be invested in strategies/activities that directly accomplish the goals laid out in the local plan





Grays Harbor 10 Year Plan to End Homelessness Priorities

Read the complete plan at: www.healthygh.org/directory/housing

Fully develop Coordinated Entry system

- System Goals: Maximum efficiency of available resources
- Client Goals: The right assistance at the right time

Maintain and Expand Affordable Housing Resources

Invest in Housing for Vulnerable Populations

- Domestic Violence Survivors
- Youth and Young Adults (18-25)
- Veterans and their families
- Expand Emergency Housing options
- Individuals with Behavioral Health challenges

Build Capacity of Housing System

- Training and Technical Assistance in Evidence Based Practices
- Create and utilize mechanisms to evaluate system performance

Increase Community Awareness and Discussion

- Report progress towards goals and incorporate community feedback
- Share and incorporate information from all areas of the County



What must be included in the 2019 update?

Housing Plan Must Haves

	Source
Goal 1: Develop and Refine a robust Coordinated Entry system to assess, prioritize, and refer those in need	
Quickly identify and engage people experiencing homelessness	Local Plan Guidance Obj. 1
Invest in robust Coordinated Entry system with sufficient FTE, tools, and training	State Contract/CHG Guidelines
Update Coordinated Entry Policies and Procedures in response to HUD Guidance	Local Plan Guidance Measure 1
Create formal training program for CE and community stakeholder staff to create uniform understanding and system	State Contract/CHG Guidelines
Create formal community outreach calendar and strategy with CE staff to ensure community partner education, awareness, and input	State Contract/CHG Guidelines
Goal 2: Maintain and Expand Affordable Housing	
Invest in Landlord Liaison position to connect more high barrier clients to affordable housing	RCW
Goal 3: Invest in Housing for Vulnerable Populations	
Prioritize existing resources based on highest needs	Local Plan Guidance Obj. 2
Develop policies procedures to prioritize available resources based on highest needs	Local Plan Guidance Measure 2
Implement new legislation intended to close loop hole and expand eligibility for HEN funds to ABD clients	State Contract/CHG Guidelines
Goal 4: Increase Capacity of System to Address Homelessness	
Develop robust training tracks for County and subcontractor staff on Evidence Based Practices in delivering housing services	State Contract/CHG Guidelines
Identify and offer trauma-informed care training on a regular basis for providers	State Contract/CHG Guidelines
Identify and offer CHG and Commerce related training on a regular basis for providers	State Contract/CHG Guidelines
Identify and offer HMIS training on a regular basis for providers	State Contract/CHG Guidelines
Report and track system performance measures	Local plan guidance Obj. 3
Provide access to training on best practices	State Contract/CHG Guidelines
Goal 5: Increase community awareness and discussion	
Develop annual unmet need estimate from counts, and match with reported costs data to derive an estimate of the costs and intervention types needed to house all people living unsheltered	Local plan guidance Obj. 4
Administer Point-in Time Count of people experiencing homelessness. Collect and report results.	RCW
Develop robust coordinated entry data to supplement Point in Time	State Contract/CHG Guidelines



Where can the community provide input on the 2019 plan update?

- ▶ **Who/how are they prioritized?**
 - ▶ Policy
 - ▶ “Menu” items – i.e. program types and target populations
- ▶ **Maintain and expand affordable housing**
 - ▶ We won't discuss this in-depth today – stay tuned!
 - ▶ Affordable Housing funds vs. Homeless housing funds



Key Local Homeless Housing Plan and Investment Values:

- ▶ **County seeks to support homeless crisis response systems that efficiently reduce the number of people living outside, *and that when scaled appropriately can house all unsheltered people***
- ▶ ***State-required performance metrics measure our ability to prioritize unsheltered clients, increase exits to permanent housing, and decrease returns to homelessness***
- ▶ Investments are sustainable – *annual spending \leq annual revenue*
- ▶ Fund of last resort – *use all other resources before tapping local funds*
- ▶ Whenever possible leverage existing funding sources to increase likelihood of positive outcome
- ▶ Investments clearly align with community-driven Plan
- ▶ Investments are data driven with high return on investment
 - ▶ *Look at long-term and big picture impact beyond immediate result – generational and community-wide impact are important factors*



Homeless Housing Glossary - Basics

- ▶ **Intervention Type:** Categories of programs/services designed to resolve the client's homelessness or housing instability
- ▶ **Literally Homeless:** person/household who is actively experiencing homelessness i.e. sleeping outside, a car, emergency shelter, place not meant for human habitation, or actively fleeing Domestic Violence
- ▶ **At Risk of Homelessness:** low income person/household who will imminently lose their current accommodations and no other alternatives can be identified i.e. couch surfing, staying in a motel paid for by client, will be exiting a system of care with no housing plan, been issued an eviction notice with timeline



Homeless Housing Glossary – Intervention types

- ▶ **Homelessness Prevention:** short-term housing relocation and/or stabilization services – and/or temporary rental assistance necessary to prevent an individual or family from becoming literally homeless
- ▶ **Diversion:** help identifying immediate alternate housing arrangements, and if necessary connecting them with services and financial assistance to help them return to permanent housing
- ▶ **Emergency Shelter:** facility-based or other crisis housing alternatives for individuals/families (i.e. motel vouchers) to prevent them from becoming unsheltered (typically 90 days or less)
- ▶ **Rapid Rehousing:** Program aimed to quickly connect people who are literally homeless to a home and providing short-term rental assistance and case management to achieve stabilization
- ▶ **Permanent Supportive Housing:** Permanent (or very long-term) program that combines low-barrier affordable housing, health care, and supportive services to help the most vulnerable residents



Prioritize intervention types

Intervention Types to Address Homelessness	
Homelessness Prevention/Diversion	
Emergency Shelter	
Rapid Rehousing	
Permanent Supportive Housing	



Homeless Housing Glossary - Populations

- ▶ **Youth:** Under 18
- ▶ **Young Adults:** 18-24
- ▶ **Veterans:** Individuals/families who have served in the military
- ▶ **Adults:** Individuals or households over 24
- ▶ **Families with Children:** Families with at least one adult and one child (under 18)
- ▶ **Low Barrier:** Harm-reduction philosophy to maximize access – i.e. does not require sobriety and/or participation in supportive services, allows pets/couples to stay together, etc.
- ▶ **Individuals/families fleeing Domestic Violence:** clients who are fleeing or attempting to flee domestic violence, have no other residence, and lack resources or support networks
- ▶ **Therapeutic Court/Justice involved:** Individuals enrolled in drug court, diversion, or community court programs and/or clients preparing to discharge from incarceration



Intervention Types to Address Homelessness by Population	
Homelessness Prevention/Diversion	
Youth (Under 18)	
Young Adults (18-24)	
Veterans	
Adults (24+)	
Families with Children	
Emergency Shelter	
Youth (Under 18)	
Young Adults (18-24)	
Veterans	
Adults (24+)	
Families with Children	
Low barrier	
Individuals/families fleeing Domestic Violence	
Rapid Rehousing	
Young Adults (18-24)	
Veterans	
Adults (24+)	
Families with Children	
Therapeutic Court/Justice involved	
Individuals/families fleeing Domestic Violence	
Permanent Supportive Housing	
Young Adults (18-24)	
Veterans	
Adults (24+)	
Families with Children	

Next Steps

- ▶ Outreach and engaging stakeholders, gathering input for consideration for content, structure, and priorities of 2019 Plan Update and next funding cycle (*Now – May 2019*)
- ▶ Plan update published April/May 2019
- ▶ Contracts awarded by July 2019



How can you help?

- ▶ Updates on Housing website www.healthygh.org/directory/housing
 - ▶ Coalition meetings quarterly in January, April, July, and October
- ▶ Donate time or money
 - ▶ Agencies serving homeless and/or vulnerable residents are always looking for volunteers to cook and serve meals, organize supplies, and help with events
 - ▶ United Way of Grays Harbor has established a designated fund called “Pooled Benevolence” where donations will be pooled and provided to help assist families prevent homelessness before it becomes a crisis
- ▶ If you or someone you know is a landlord, consider partnering with local nonprofits to house households in need. There are protections in place to help insure your assets.
 - ▶ Case management for tenants and you as landlord to get ahead of problems
 - ▶ Mitigation Fund to help mitigate concerns of damages
 - ▶ Addressing homelessness in your own community
 - ▶ Reliable revenue stream through rental assistance



Grays Harbor Homeless System Performance

August 2018

Between July 2017 - June 2018,

453

homeless households sought housing services in Grays Harbor.



Of that total,

73%
were single adults;



26%
were families;



and

113
were enrolled in Rapid Rehousing.



Together, we are working to make homelessness in Grays Harbor:

rare,

Households	2017-18	2016-17
Total assessed	453	564
Single adults	73%	59%
Families	26%	41%
Total enrolled	113	158
Unmet need	340	406

brief,



Length of time household was homeless
2017-18: 54 days
2016-17: 59 days

and one-time.



Moved into permanent housing
2017-18: 75%
2016-17: 67%



Increased or maintained income
2017-18: 59%
2016-17: 69%

Our partners provide a variety of housing services to our community.



Emergency shelters provide temporary housing to alleviate the immediate crisis of homelessness.

2017-18 2016-17

Households served	98	102
Shelter utilization	59%	51%



Homelessness Prevention includes financial assistance and/or case management to prevent a household from imminent homelessness.

2017-18 2016-17

Households served	140	152
Rental vacancy	2.5%	3.8%



Rapid Rehousing quickly stabilizes households that are actively experiencing homelessness with financial assistance and short-term, intensive case management.

2017-18 2016-17

Households served	219	269
Unsheltered	59%	51%

For more information, visit HealthyGH.org/directory/housing

All data from Washington State Department of Commerce for reporting period July 2017-June 2018



Grays Harbor 10 Year Plan to End Homelessness

2017-18 Progress



Fully develop Coordinated Entry system

- Drafted *NEW* Policies and Procedures to meet state requirements
- 24% increase in number of households assessed
- Top 3 gaps identified and action taken to close those gaps (families, young adults, low-barrier programming)

Maintain and Expand Affordable Housing Resources

- Gaps analysis for affordable housing- data/visuals
- Housing Inventory for USDA progress
- Housing Authority rehab project
- Participated in pooled 811 voucher application - additional 10-15 vouchers if successful
- 13 unit master lease pilot project through CCAP

Invest in Housing for Vulnerable Populations

- Medicaid Foundational Community Supports waiver to fund housing and employment supports for behavioral health clients
- USDA Pilot Project- framework established , flow chart finalized, first client enrolled
- UGM Day Room available to all residents

Build Capacity of Housing System

- USDA Technical Assistance, Training, and Coaching on Evidence Based Practices
- Training from the Department of Commerce on grant guidelines and HMIS
- Developed clear performance measures and regular review through contracts and partner meetings

Increase Community Awareness and Discussion

- Involvement in North Beach School Board ad hoc committee to address homelessness and hunger
- Continued education/outreach through website, radio, and partner meetings
- Consistent progress reports shared

Read the complete plan at HealthyGH.org/directory/housing

Questions?

Cassie Lentz, Housing Resource Coordinator

(360) 500-4049 | clentz@co.grays-harbor.wa.us



CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, February 13, 2019

ROLL CALL AND FLAG SALUTE	Councilmembers Richey, Huff, Heller, Blankenship and Iversen were in attendance.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Director of Public Works Todd Baun, Clerk-Treasurer Wendy Collins, Chief Steve Blumer, Public Works Assistant Josh Cooper and Attorney Chris Coker.
PUBLIC HEARING	At 6:31 pm, Mayor Orffer called for an Executive Session to discuss acquisition of real estate according to RCW 42.30.110(1)(b) to last ten minutes. The Executive Session ended at 6:41 pm.
PUBLIC COMMENTS	None.
MAYOR COMMENTS	<p>Mayor Orffer thanked all of the City employees for their hard work during the recent snow storm.</p> <p>Mayor Orffer met with Representatives Tharinger and Chapman and Senator Van De Wege over the past couple of weeks and they were very happy to make connections with the City and are very interested in helping us in any way they can. She told them one thing they could do for us, would be to remind Grays Harbor County that McCleary is a part of the County and that there are cities east of the coastal towns that are part of the County, and we too, would like to have their time and attention. The Representatives were very gracious and understanding and offered to attend a City Council Meeting to talk with anyone that has questions for them. They also offered to spend time with staff looking for revenue sources that could help us. Mayor Orffer stated we have very great team representing us in the State Legislature and she is happy to have made contact with them.</p>
VOUCHERS	<p>Accounts Payable checks approved were 45544 - 45647, including EFT's, in the amount of \$62,960.23.</p> <p>Payroll checks approved were 45494 - 45500 and 45579 - 45602, including EFT's, in the amount of \$199,079.58.</p> <p>Bank Reconciliation for January 2019.</p> <p>It was moved by Councilmember Huff, seconded by Councilmember Richey to approve the vouchers. Motion Carried 5-0.</p>
MINUTES APPROVED	<p>It was moved by Councilmember Richey, seconded by Councilmember Huff to adopt the minutes from the January 23, 2019 meeting. Motion Carried 5-0.</p>
CITY ATTORNEY REPORT	Chris Coker provided a written report for the Council.
DIRECTOR OF PUBLIC WORKS REPORT	<p>Todd Baun reported the crews have been taking care of the removal of snow on the streets and dealing with power outages. He said they have been doing an awesome job.</p> <p>Todd introduced Joshua Cooper who replaced Paul Morrison as the Public Works Assistant. Josh introduced his wife Colby and her sister Dallas, who were in attendance with him. He said he is happy to be part of the team and thanked everyone for the opportunity to work for the City. Todd added that Josh started working last week and has had a crash course with snow removal and building department plans. It was a crazy week and he had to jump right in. Mayor Orffer welcomed Josh and said she is very happy to have him aboard and thanked him for being a part of our team.</p> <p>Councilmember Iversen asked how the roof was coming along on the museum. Todd responded by stating the main house is completed, with the exception of the small porches and the garage still needs to be done. The Public Works and Light and Power crews did a great job.</p>

Chief Blumer showed the Council the new city logo patches he had made for the police uniforms. The bear is clearer and they are a bit more modern and he is happy with the outcome.

The two new police cars arrived and Chief Blumer showed the Council one of the cars, which he parked outside the council room window. The logo on the side of the car is a hologram that stands out at night when the lights shine on it.

Chief Blumer also reported that the McCleary Police Department has been supporting other agencies with the roll over accidents and collisions caused by the snow. There were multiple snow related incidents and all agencies worked together to respond and offer support to each other.

POLICE CHIEF REPORT

Chief Blumer provided a written staff report for the Mayor and Council.

TRUCK ROLL FEE

Certain customers request for their water to be turned on and off multiple times per month. To perform this, there is a cost to the city for crew members to perform the task and for the truck to roll out to the location. The city is asking the Council to consider a truck roll fee to cover the cost for customers turning on and off their utilities for their convenience. These customers want the utilities off to prevent paying a regular monthly utility bill. When they want to work on the home, they want the utilities on for only a day or two and then they want them turned back off. Staff suggests a charge of \$50 for this service during regular city hours and a \$150 charge for after hours. Chris Coker provided a resolution that was not in the packet so it will be provided at the next meeting for Council consideration.

VEHICLE PURCHASE

It was moved by Councilmember Blankenship, seconded by Councilmember Iversen to authorize the purchase of a one ton truck in the amount of \$76,926.06, including tax. It was budgeted for a total of \$80,000. Motion Carried 5-0.

6TH STREET SURVEY

It was moved by Councilmember Iversen, seconded by Councilmember Heller to authorize the Mayor to sign the contract for Gray & Osborne to furnish the engineering services as requested by the City in connection with the Survey of South 6th Street (from Maple to Hemlock) as presented in the Contract for Professional Engineering Services in the amount of \$7,000. Motion Carried 5-0.

TENELCO CONTRACT

The contract with Tenelco Inc. expired on August 18, 2018 for bio solids transport and beneficial use. Tenelco proposed a contract extension to August 20, 2020 at a rate of \$68.00 per wet ton hauled, with a minimum load of 25 tons, which is an increase from \$52.00 per wet ton, effective March 1, 2019. **It was moved by Councilmember Richey, seconded by Councilmember Huff to authorize the Mayor to sign the contract with Tenelco, Inc. Motion Carried 5-0.**

UPCOMING PROJECTS

Todd Baun gave a brief outline of the upcoming projects for the city.

RESOLUTION 728 FEES AND DEPOSIT FOR PARK KITCHEN & COMMUNITY CENTER

Chris Coker worked with Wendy Collins to update the rental fees for the community center and park kitchen. Currently, there are different rates for smaller groups for the community center. In an effort to remain fair and consistent, it was decided the best approach is to have a flat rate for all uses. The exception will be for local funeral/memorials and regularly scheduled events held on a weekly and monthly basis. The deposits were also adjusted so they were more consistent. **It was moved by Councilmember Blankenship, seconded by Councilmember Richey to adopt Resolution 724 A RESOLUTION TO THE UTILIZATION OF CERTAIN MUNICIPAL FACILITIES, ESTABLISHING FEES; AND REPEALING RESOLUTION NUMBER 625 AND ANY OTHER RESOLUTION IN CONFLICT THEREWITH and to change the cost for funerals/celebrations of life for McCleary residents to \$35.00. Resolution Adopted 5-0.**

MEETING CANCELLATION

It was moved by Councilmember Richey, seconded by Councilmember Blankenship to cancel the February 27, 2019 meeting. Motion Carried 5-0.

EXECUTIVE SESSION

None.

PUBLIC COMMENT

Councilmember Richey asked if the Council could make a proposal to approve all 3rd Street Project Grant items in advance. Chris Coker discouraged it because auditing requirements are to have Council approval for all things relating to contracts.

Councilmember Richey asked if he could refuse to be paid for serving on the Council. Chris Coker believes he would have to accept his pay and then donate it back to the City but will check into it.

Chief Blumer announced he received a grant for radar equipment in the amount of \$4310.00.

MEETING ADJOURNED

It was moved by Councilmember Iversen, seconded by Councilmember Heller to adjourn the meeting at 7:47 pm. The next meeting will be Wednesday, March 13, 2019 at 6:30 pm. Motion Carried 5-0.

Approved by Mayor Brenda Orffer and Clerk-Treasurer Wendy Collins.

TAB - B

TAB - C

Younglove & Coker

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

"SINCE 1974"

1800 COOPER POINT ROAD SW, BLDG 16, PO BOX 7846, OLYMPIA, WASHINGTON 98507-7846

TELEPHONE (360) 357-7791

FACSIMILE (360) 754-9268

OFFICE@YLCLAW.COM

Memorandum

TO: Mayor and City Council, City of McCleary
FROM: Christopher John Coker, City Attorney
DATE: March 6, 2019
RE: Significant/Interesting Legal Activities as of March 6, 2019.

Generally speaking things remain quiet from a legal perspective within the City. I've reviewed some criminal cases for charging decisions at the request of the police department and handled several matters for the Director of Public Works such as a sole source resolution for the purchase of precast vaults and reviewed docs relating to the sharing of costs and joint use of a utility trench that will be opened up during the 3rd Street Project.

Following last months meeting I was asked to look in to the ability of a councilmember to waive or forego their pay. You should have received the results of the research I did and I am available to discuss if asked. Basically, the auditor frowns on it from the risk perspective of an councilperson waiving their pay, then, at some point later the councilmember changes their mind and decides they want the pay. We then have a potential wage claim issue.

If you have any questions or need any additional information, please do not hesitate to ask or request.

TAB - D

STAFF REPORT

To: Mayor Orffer
From: Todd Baun, Director of Public Works
Date: March 6, 2019
Re: Current Non-Agenda Activity

3rd Street Project

Construction is expected to start April 1st.

Beerbower Park Playground

The crew will be installing the new equipment shortly. It will be a great improvement that will benefit the community.

City Wide Clean-Up

City wide clean-up is scheduled for April 27th.

TAB - E

TAB - F

STAFF REPORT

To: Mayor Orffer
From: Todd Baun- Director of Public Works
Date: March 6, 2019
Re: Vehicle Purchase

At the last Council meeting, it was approved to purchase a vehicle for the \$76,926.06. When I went to order, we had to add an item that is needed to purchase the vehicle and also the sales tax is different than what is on the quote. With these changes, it will raise the price about \$1,200 dollars. I've reached out to the auditor, and their recommendation for future purchases is to put a not to exceed cap for purchases in the future.

Action Requested:

Please discuss and allow the Mayor to Purchase order for the vehicle for an amount to not exceed the budgeted amount of \$80,000.



Date _____

Contract Automobile Request System (CARS)



Organization Purchase Request Details

Organization Information

[Return to Org Requests](#)**Contract #:** 05916 - Motor Vehicles**Quote #:** 2019-1-716**Status:** Submitted To Dealer**Submit Date:** 02-14-2019**Organization:** 21405 - MCCLEARY, CITY OF - 21405**Order Date:****Order Contact:** Todd Baun**Expected Delivery Date:****Contact Phone:** 360-495-3667**Delivery Date:****Contact Email:** toddb@cityofmccleary.com**Cancel Date:****Organization Reference #:** 19024**Dealer:** Columbia Ford - W403**Organization PO #:****Dealer Address:** 700 7th Avenue**Dealer Contact:** Marie Tellinghiusen

Longview WA 98632

Dealer Phone: (360) 423-4321 Ext: 187**Dealer Email:** orders@colford.com**Internal****Notes:****Comments To****Dealer:****Dealer Reference #:** 19-0311 G210**Dealer Comments:** Please send a copy of your PO 02/15/19 Revised to add # 0059 Power Equipment Group (Regular/Extended Cabs) (90L/54K) \$1,198.00, add #0205 DELETE two (2) extra RKE Fobs w/ Integrated Flip Keys (DLR) (CREDIT) (\$360.00)

Color Options

Color Name	Quantity

Oxford White (Z1)

1

Tax Exempt: N

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2019-0914-0001	2019 Ford F550 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 18,000# GVWR (F5H/660A/145WB)	1	\$35,595.00	\$35,595.00
2019-0914-0007	Alternative Wheelbase, Regular Cab, 193WB, 108CA, 18,000# GVWR)(F5H/193WB)	1	\$342.00	\$342.00
2019-0914-0025	110V/400W Outlet (includes one in-dash mounted outlet) (if ordered with XLT Trim Upgrade and XLT 40/Console/40 Seat, also includes 2nd outlet in rear of console) (with Gas Engine, must also order Extra Extra HD Alternator #67E) (43C)	1	\$72.00	\$72.00
2019-0914-0038	Tires, Alternative All Terrain (225/70Rx19.5G BSW Traction: 4 Rear Traction, 2 Front A/S)(THB)	1	\$184.00	\$184.00
2019-0914-0044	Trailer Brake Wiring Kit (N/A with Trailer Brake Controller #52B)(531)	1	\$43.00	\$43.00
2019-0914-0048	Snow Plow Prep Package (maximum front spring upgrade) (473)	1	\$180.00	\$180.00
2019-0914-0052	Cab Steps, Regular Cab (6in Angular Black Running Boards) (18B)	1	\$310.00	\$310.00
2019-0914-0054	Cruise Control (525)	1	\$227.00	\$227.00
2019-0914-0057	Backup Alarm (76C)	1	\$134.00	\$134.00
2019-0914-0059	Power Equipment Group (Regular/Extended Cabs) [Includes manual-folding, manually-telescoping trailer tow mirrors with power heated glass and integrated clearance lamps/turn signals, power windows, power door locks, remote keyless entry) (Includes (4) RKE Fobs w/ Integrated Key) (90L/54K)	1	\$1,198.00	\$1,198.00
2019-0914-0061	NEW - AUDIO PKG: AM/FM/MP3 and SYNC - Voice Recognition Communications (hands-free cell phone) (Includes 911 Assist, 4.2in LCD screen in center stack, AppLink, and (1) smart-charging USB port) (Regular cab includes 4 speakers, Ext/Crew Cab includes 6 speakers) (Included with XL Value Package #96V) (585)	1	\$533.00	\$533.00
2019-0914-0063	Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (Must also order Audio Pkg #585 or XL Value Package #96V) (872) (Info: Upfitters offer rearview camera installation with body orders)	1	\$400.00	\$400.00
2019-0914-0205	DELETE two (2) extra RKE Fobs w/ Integrated Flip Keys (will receive 2 factory RKE Fobs only) (Must also order Power	1	(\$360.00)	(\$360.00)

	Equipment Group #90L/54K or XLT Trim Upgrade) (DLR) (CREDIT)			
2019-0914-0206	HD 850CCA Battery Upgrade (Only available with GAS Engines) (DLR)	1	\$189.00	\$189.00
2019-0914-0207	Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	\$120.00	\$120.00
2019-0914-0210	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$35.00	\$35.00
2019-0914-0212	Service Manual, CD (DLR)	1	\$221.00	\$221.00
2019-0914-0213	Service Wiring Diagram, Paper (DLR)	1	\$87.00	\$87.00
2019-0914-0216	Spotlight, LED 6in Clear Lens, Pillar Mounted, Driver Side (Unity) (DLR)	1	\$560.00	\$560.00
2019-0914-0217	Spotlight, LED 6in Clear Lens, Pillar Mounted, Passenger Side (Unity) (DLR)	1	\$560.00	\$560.00
2019-0914-1053	Crysteel 11ft E-Tipper with Both Fold Sides, quick drop tailgate, integral 1/4 cabshield, double acting electric/hydraulic hoist, and 5in track on dash with universal phone holder, body is sandblasted and painted black (84CA, DRW) (ALL DB-11BFS) (ABW1053)	1	\$11,879.00	\$11,879.00
2019-0914-1561	Heavy Duty 2in Receiver Hitch with equal or greater than 20,000 GTWR includes/ 7-Way Flat RV Plug, Class V (7-Way or 6-Way Round plug available in lieu of 7-Way Flat for no additional cost, must specify at time of order) (Requires Body Order) (ALL-HDHITCH) (ABW1561)	1	\$963.00	\$963.00
2019-0914-1571	Black Steel BackPack Truck Box with offset floor. Heavy Duty two level box with durable 14 Ga steel body, 12 Ga door, and long wearing black powder coated finish. Each side has stacked side mounted doors with continuous hidden hinges. Made in the USA. (requires body upfit designed for size below cab to axle measurement ordered i.e., body for 60in CA ordered for chassis with 84in CA) (BUY BP855524B) (ABW1571)	1	\$3,475.00	\$3,475.00
2019-0914-1580	Installation of factory provided rearview camera (Must order Ford's Rearview Camera and Prep Kit, which is shipped loose from factory) (If also ordering a Tommy Gate, you need to order #ABW1581) (ABW1580)	1	\$105.00	\$105.00
2019-0914-1621	Snow Plow Package, Power Up and Angle, with corrosion resistant 304 stainless steel moldboard with 1/2in cutting edge, tubular steel floating A-frame, 70 degree attack angle and 1-1/2in angle cylinders, fully enclosed 2HP/hydraulic unit with full size SAE standard cartridge valves, dual-beam halogen plow lights with double post mounts, ergonomic backlit control easy to use with gloves. (8 Foot) (BUY GOV-EX80) (Must also	1	\$6,170.00	\$6,170.00

	order Ford Factory Snow Plow Prep Package #473) (ABW1621)			
2019-0914-1671	Buyers Saltdogg (8ft) 2 Cubic Yard Electric Stainless Hopper Spreader. Conveyor and spinner powered by independent electric motors. Capable of spreading bulk salt or a 50/50 salt/sand mix. In cab controls with independent variable speeds for conveyor and spinner. 14in poly spinner broadcasts up to 30ft. 12in chain conveyor drive. Chute is adjustable up to 11-1/2in. High quality 304 stainless steel construction. Stainless steel inverted V improves flow and reduces stress on the drive line. Top screen and tie downs included. Made in the USA. (Requires service body, dump body or flatbed upfit)(BUY 1400601SS) (ABW1671)	1	\$7,440.00	\$7,440.00
2019-0914-1777	Lighting - Whelen Responder LP Super-LED mini lightbar, aluminum base, amber color, clear dome installed wired to switch in cab. (WHE R2LPHPCA) (ABW1777)	1	\$1,141.00	\$1,141.00

Request Totals

Total Vehicles:	1
Sub Total:	\$71,803.00
8.4 % Sales Tax:	\$6,031.45
Request Total:	\$77,834.45



© Copyright 2012 Department of Enterprise Services

TAB - G



PO BOX 366
Chehalis, WA 98532

Jeff Barcott: 360-941-0828 Email: Jeff@barcottconstruction.com

2/28/2019

Electrical & Communication Trenching for City of McCleary

Labor, Equipment and materials for bedding included- Lump sum price \$104,895.00

Notes:

Import \$31.00 per Ton

Export \$10.00 per yard to City dump

Inclusions:

- Labor
- Equipment
- Bedding
- Sheets
- Flagging
- Paving
- Saw cutting
- Survey for right of way and vault finish grades

X
Owners Rep

Date:

X
Jeff Barcott
Barcott Construction LLC

Date 2/23/19

JOINT UTILITY TRENCH AGREEMENT

**Between the City of McCleary and Parties
for the South 3rd Street Improvements**

THIS Agreement is entered into by and between the City of McCleary, a Washington municipal corporation, ("City"), PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS HARBOR COUNTY, a Washington municipal corporation (the "PUD"), COMCAST OF WASHINGTON IV, INC, a Washington corporation ("Comcast"), and CENTURYLINK COMMUNICATIONS, LLC, a Delaware limited liability company ("CenturyLink") ASTOUND BROADBAND, LLC dba Wave, a limited liability company organized under the laws of the State of Washington ("Astound"). (PUD, Comcast, CenturyLink and Astound are collectively referred to as "Licensees") (The City and each of the Licensees may be referred to as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, the City is undertaking a capital improvement project known as the South 3rd Street Improvements between East Oak Street and Mox Chehalis Road. (Hereinafter referred to as the "Project"; and

WHEREAS, Parties owns and operates certain utilities located in the S. 3rd Street right-of-way and within and adjacent to the project limits of the Project and that Parties have a franchise agreement with the City to operate in said right-of-way; and

WHEREAS, pursuant to the franchise agreement adopted, the right-of-way improvements require Parties to underground its facilities that are currently located above ground; and

WHEREAS, relocation requires trenching within the right-of-way and the parties recognize the efficiencies of entering into an agreement whereby one trench will be dug for all of the parties to relocate their facilities; and

WHEREAS, integrating the Parties work into the City's Project would be more expedient, less expensive, and less disruptive to the public than undertaking both the City's and Parties projects separately; and

WHEREAS, the Parties mutually desire to establish a formal arrangement under which Parties will pay the City in exchange for the City's incorporating Parties work into the City's Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City of McCleary has taken appropriate action to approve the City's entry into this Agreement; and

WHEREAS, Parties has taken appropriate action to approve Parties entry into this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof, the Parties agree as follows:

AGREEMENT

I. SCOPE OF WORK.

The City will advertise for construction bids and enter into a contract for the construction of a trench which shall include power and/or communication facilities for the City, Comcast, Century Link, and PUD. This trench will generally be constructed along the both sides of the roadway of S. 3rd Street between East Oak Street and Mox Chehalis Road.

2. TERM AND TERMINATION.

This Agreement shall commence on April 1st, 2019 and shall continue for a period of 30 (thirty) months, unless earlier terminated pursuant to this Agreement.

In the event that either party defaults in the performance of its obligations herein, notice shall be given by the other party of its intent to terminate the Agreement for cause, to be effective thirty (30) days thereafter, unless that cause is cured within thirty (30) days after such notice.

3. CONTRACTOR REQUIREMENTS.

The independent contractor hired by the City to perform this work shall be referred to as "the contractor" in this Agreement. The contractor, pursuant to a contract with the City, shall excavate the trench, install City, PUD, Century Link, and Comcast facilities, install the bedding material, backfill and compact the trench, and perform any restoration required by the City, all to be performed in a good and workmanlike manner consistent with industry standards. The City represents that any such contract shall further require of contractor that the work be conducted in conformity with (i) the applicable procedures and requirements of the parties as described herein; (ii) all applicable laws, ordinances and regulations, and; (iii) all applicable terms and provisions of the National Electric Safety Code, including but not limited to those pertaining to protection and separation of conductors buried in earth.

4. RESPONSIBILITIES OF THE PARTIES.

A. Parties

1. Parties shall provide to the City, and assume full responsibility for, engineering drawings, specifications, construction standards, and quantities in accordance with acceptable industry standards and City Franchise. The drawings shall show in detail the location and elevation of the conduits, trench, and vaults, and shall include a general traffic control plan for activities not associated with installation of facilities within the contractor controlled joint utility trench area.
2. Parties shall be responsible for supplying all materials necessary for the construction of its new conduit and vault system within the joint utility trench area. Parties will deliver all of these materials to the job site for installation by the City or its City's contractor. Parties will arrange with the City for any required material storage and/or security until the materials are installed.
3. Parties shall provide inspection services needed for overseeing the proper installation of its new conduit and vault system within the joint utility trench area. Any problems identified during the installation shall be immediately reported to the City. Parties shall cooperate in providing timely inspections so that progress of the work is not delayed.
4. Final Inspection and Acceptance. When Parties new conduit and vault system within the joint utility trench area is completed by the City's contractor, the City will provide Parties written notice of its completion and request Final Inspection and Acceptance from Parties. Within seven (7) calendar days of the City's notice, Parties will complete a Final Inspection of the new system. Parties shall give notice of Final Acceptance to the City within three (3) working days of completing the Final Inspection. In the event that Parties determines that the work has not been completed per design, Parties shall specify in writing what work remains to be done or what corrections need to be made, also within three (3) working days of completing Final Inspection. The City will notify Parties when such identified items are completed, where upon Parties shall again commence Final Inspection under the process set forth herein. Parties shall not begin work on the conduit and vault system inside or outside of the joint utility trench area, until the Notice of Final Acceptance has been provided to the City. Parties shall be responsible for any delay costs incurred by the City in the event Parties fails to meet the Final Inspection and Acceptance schedule.
5. Schedule for Parties Relocation Work. Following Parties Final Acceptance of the new conduit and vault system within the joint utility trench area, Parties will have two (2) years to initiate placement of its facilities and Parties will complete placement of facilities, make necessary cut-overs, and remove overhead facilities.

6. Parties shall provide and install all other conduits, vaults, equipment, and other materials necessary to complete the Parties conduit and vault system located outside of the joint utility trench area.
7. Parties will provide all cables and labor to install cables in the new conduit and vault system, labor to splice cable, and labor to perform service cutover from the existing system to the newly constructed system.
8. Parties will perform cut-over and transfer of existing Parties customers as Franchise requires.
9. Parties will notify the City in writing when Parties installation is complete and the system has been activated.
10. Parties will remove its existing aerial cables, equipment, and poles in conflict with the City's project.
11. Parties will be responsible for providing all traffic control associated with the pulling of cables and associated equipment, and the removal of Parties existing facilities. Traffic control and other permits needed for pulling cables and installing other associated equipment will be obtained from the City by Parties.
12. Parties will pay its proportionate share of the joint utility trench costs as described in Section 5 of this Agreement.
13. All rights, title, and interest in Parties facilities and associated equipment shall at all times remain with Parties. Parties hereto acknowledge and agree that Parties shall in no event be required to remove their respective, affected aerial facilities prior to completion of the underground facilities in accordance with this Agreement, and so long as said installation is completed in conformity with this Agreement.
14. Parties shall maintain continued coordination with the City regarding the installation of Parties facilities. This coordination shall include but not be limited to the following:
 - a. Parties' representatives shall attend the pre-construction meeting.
 - b. Parties' representatives shall provide timing of when and where its materials will be delivered to the job site.
 - c. Parties shall coordinate with other utility companies included in the joint utility trench. This may include the stacking of conduits with another utility, and locating conduits below or around other vaults.

B. City

1. The City shall prepare drawings and specifications for excavation of the joint utility trench. The City will advertise for bids, evaluate bids, award a contract, and monitor Contractor's activities.
2. The City's contract shall provide for all necessary excavation, bedding, backfill, off- site disposal, and site restoration for the joint utility trench project, along with the coordination of other utilities participating in the joint utility trench project. The City shall be reimbursed by Parties for Parties proportionate share of the joint utility trench costs as described in Section 5 of this Agreement.
3. The City shall install Parties provided vault and conduit materials necessary for the supporting structure within the joint utility trench area. Upon completion of the new conduit and vault system within the joint utility area, the City will proof the duct and leave a pull-rope in place. The City shall be reimbursed by Parties for the costs of installing the parties provided materials as described in Section 5 of this Agreement.
4. The City's contractor shall provide all flagging and traffic control for the joint utility trench excavation and backfilling activity. The City shall be reimbursed by Parties for Parties proportionate share of flagging and traffic control costs associated with the joint utility trench construction as described in Section 5 of this Agreement.
5. The City shall document quantities as its contractor proceeds with excavation, installation, and backfill and will provide detailed invoices to Parties for work undertaken in connection with this Agreement.
6. The City shall maintain continued coordination with Parties regarding the installation of Parties facilities. This coordination shall include but not be limited to the following:
 - a. The City's representatives shall attend the pre-construction meeting.
 - b. The City's representatives shall attend weekly construction meetings.
 - c. The City shall provide Parties a copy of the Contractor's proposed work schedule showing date, location, and extent of work to be performed. This schedule shall be subject to change at any time.
 - d. Parties shall be given ten (10) days' notice that City's Contractor is beginning construction.
7. After completion of the project, the City shall provide Parties "as-built" drawings. Upon receipt of the as-built drawings, Parties shall have ten (10) calendar days review and comment on the as-built drawings and to accept or reject the as-built drawings. If Parties does not provide comments on the as-built drawings within the ten (10) day period set forth above, the as-built drawings shall be deemed accepted by Parties.

5. COST ALLOCATION.

Exhibit A, attached to this Agreement, is an estimate of Parties proportionate share of the joint utility trench costs. The costs shown on Exhibit A are an estimate only. The final breakdown of costs will be based on the actual quantities of work performed by the City's Contractor times the contract unit costs for each work item.

A. Joint Utility Trench Costs.

Parties agrees to pay the City a portion of the joint utility trench costs, including trench, bedding, and backfill, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference. Trench costs will be finalized after completion of construction and Parties agrees to pay the City for actual construction costs.

B. Conduit and Vault Installation.

Parties agrees to pay for the excavation, site preparation, and installation for their conduit and vaults that are outside the joint utility trench area separately and in addition to any joint utility trench costs, survey costs, and traffic control costs discussed herein. These additional costs shall be preliminarily determined from the bid price accepted by the City. The cost to excavate for and install Parties vaults will be finalized after completion of construction, and Parties agrees to pay the City for actual construction costs.

C. Street Crossings.

Parties agrees to pay the City for the installation costs for the City to install Parties conduits in street crossings. These costs are in addition to the joint utility trench costs outlined in Section 5.A.

D. Survey.

Parties agrees to pay the reasonable costs for the contractor's surveyor to provide vault locations and elevations and any other survey data that may be required to locate and place Parties facilities.

E. Traffic Control.

Parties agrees to pay the City a portion of the traffic control costs associated with the construction of the joint utility trench, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference.

F. Administration Costs.

Parties agrees to reimburse the City for Parties share of the City's project administration and management costs.

G. Additional Expenses.

Parties agrees to pay their proportionate share of any additional expenses incurred due to Parties approved change requests, in providing the trench due to any over-excavation required or any other unforeseen conditions attributable to Parties facilities, including any additional trench width or depth attributable to errors in Parties' design or conflicts not accounted for in Parties design, and to dewatering for ground water. Any changes to Parties portion of work perceived as necessary by the City's contractor must be approved by Parties in advance. Parties will not pay for any share of additional expenses incurred due solely to approved change requests from other joint utility trench users and/or the City.

H. Claims by Contractor.

Parties agrees to pay the entire cost of any claims made by the City's contractor that are proximately caused by Parties. These claims may include delays caused by Parties installing their facilities, delays caused by Parties providing and delivering their materials, or any other conflicts, claims, liens or lawsuits between the City's contractor and Parties. These claims must be verifiable or substantiated claims and be subject to binding arbitration.

I. Invoice.

Parties agrees to pay the City within thirty (30) days of being invoiced by the City for amounts that the City has been invoiced by the contractor for work that has been completed by the contractor and approved by Parties and which Parties has agreed to pay under this Agreement.

J. Defective or Unauthorized Work.

Per the terms of the Contract between the City and its contractor, Parties reserves the right to withhold payment from the City for any defective or unauthorized work performed by the contractor. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without Parties approval. If for any reason it is necessary to satisfactorily complete any portion of the work, Parties may complete the work using its own means.

K. Final Payment/Waiver of Claims.

The making of final payment by the parties shall constitute a waiver of claims by the contractor, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

L. Withdrawal from Agreement.

Should Parties elect not to participate in the joint utility trench, it will be the responsibility of Parties to relocate its facilities for the project within thirty (30) days of the City's contractor's completion of the joint utility trench. Parties' new facilities must be located in the public right-of-way and construction of these facilities can in no way delay the City's contractor. Parties shall be held liable for any delay to the City's project due to Parties utility work. The City cannot accept delays in the schedule due to Parties electing not to participate in the joint utility trench.

6. CHANGES.

After the City executes a contract with the Contractor, Parties shall submit any changes requested to be performed by the City's contractor to the City. The City shall submit this to the contractor; obtain a price from the contractor to perform the work, and notify Parties of this price. Prices supplied by the contractor for Parties change orders shall be in conformance with the 25% limit in subsection 1-04.6 of the WSDOT Standard Specifications. Parties shall have 24 hours from receiving the price from the City within which to respond. If Parties chooses not to accept the contractor's price then this work shall only be performed by Parties according to a mutually agreed upon schedule with the City's contractor so as not to cause delay to the contractor.

7. INDEMNIFICATION; LIENS; ENCUMBRANCES AND LIABILITY.

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, to the extent they arise from or in connection with: (a) fault, willful misconduct, or negligence of the indemnifying party, its officers, employees, agents, subcontractors and/or representatives; (b) any product liability claims relating to any material supplied by the indemnifying party under this Agreement; (c) failure of the indemnifying party, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Agreement, City Franchise or any applicable local, state, or federal law; (d) claims under workers' compensation or similar employee benefit acts by the indemnifying party or its employees, agents, subcontractors, or subcontractors' employees or agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4 .24. 115 , then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, its officials, employees and agents, a party's liability hereunder shall be only to the extent of the party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

No party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

8. INSURANCE.

The contract between the City and the Contractor shall require that the Contractor procure and maintain for the duration of the project insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees, sub consultants or subcontractors.

A. Automobile Liability

Insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

B. Commercial General Liability

Insurance written on an occurrence basis with limits no less than \$1,000,000 single limit per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU); and employer's liability or Stop Gap coverage under workers' compensation insurance.

C. Excess Liability

Insurance with limits not less than \$1,000,000 per occurrence and aggregate.

Any payment of deductible or self-insured retention shall be the sole responsibility of the City's contractor. The Parties, their officials, employees, agents and volunteers shall be designated as additional insureds on the insurance policy, as respects work performed by or on behalf of the Parties under this Agreement and a copy of the endorsement, or its equivalent, designating the Parties as additional insured shall be attached to the Certificate of Insurance, copies of which shall be provided to the Parties prior to commencement of construction by the City's contractor. The contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

9. FRANCHISE AGREEMENT.

The City and Parties agree that as to future projects, by entering into this Agreement, neither party has waived any rights it may have under the existing franchise agreements between the City and Parties, and the City and parties expressly herein reserve such rights. Notwithstanding anything in this Agreement to the contrary, Parties participation in the joint utility trench activity contemplated in this Agreement, and its very participation in this Agreement, shall in no event be construed as acceptance, affirmation, or ratification of the City's construction of Parties obligation to underground and enter into a writing pursuant to the franchise agreement, and parties understand and agree that the terms and conditions of this Agreement shall not be considered as a basis for future undergrounding projects that may be franchise required.

10. MISCELLANEOUS.

A. Compliance with Laws

The parties shall comply with all applicable federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

B. Non waiver of Breach

The failure of a party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the parties or between any party and the contractor under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the Grays Harbor Superior Court, Grays Harbor, Washington.

D. Attorney's Fees

To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 7 of this Agreement.

E. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this Agreement.

F. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each affected party.

G. Severability

If any one or more sections, sub-sections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

H. Relationship

It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No party hereto shall have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another, and be responsible for any obligation or expense whatsoever of another.

I. Force Majeure

Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the parties' reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.

J. Disclosure

Both parties agree that, to the extent allowable under RCW Chapter 42.17 [public disclosure act], all information with respect to this Agreement will be kept confidential and will be used for internal company purposes only. Neither party shall, without the prior written consent of the other party: (a) issue any press release or make any other public announcement regarding this Agreement or any relation between the City and Parties; or (b) use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates. Such consent by Parties may be given only by the Executive Vice President of Corporate Communications or his or her designee. Any purported consent by any other person, including any Parties sales or customer service representative, is void and of no effect.

K. Assignment

Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either may assign all or part of this Agreement immediately, without the prior written consent of the other party (a) to any entity that controls, is controlled by, or is in common control with a party or (b) to any successor in interest to a party or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

L. Entire Agreement

The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties below have executed this Agreement

Comcast of Washington

X_____

Print Name:_____

Title:_____

Date:_____

City of McCleary

X_____

Print Name:_____

Title:_____

Date:_____

CenturyLink Broadband

X_____

Print Name:_____

Title:_____

Date:_____

Grays Harbor PUD #1

X_____

Print Name:_____

Title:_____

Date:_____

Astound Broadband

X_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

X_____

Wendy Collins, City Clerk-Treasurer
City of McCleary

TAB - H

STAFF REPORT

To: Mayor Orffer
From: Todd Baun- Director of Public Works
Date: March 6, 2019
Re: Sole Source

Sole Source Purchases

[RCW 39.04.280](#)(1)(a) allows agencies to waive competitive bidding if a purchase is clearly and legitimately limited to a single supplier. These situations often arise when an agency has specific technological requirements. Examples include:

- Licensed, copyrighted, or patented products or services that only one vendor provides
- New equipment or products that must be compatible with existing equipment or products
- Proprietary or custom-built software or information systems that only one vendor provides
- Products or services where only one vendor meets the required certifications or statutory requirements

Agencies should base these decisions on an objective review of the required product or service, making sure to document why that particular product or service is mandatory and whether efforts were made to find other vendors.

Action Requested:

Please discuss and allow the Mayor to signed the Resolution for the sole source of utility vaults form Old Castle for the Light and Power.

Competitive bidding requirements—Exemptions.

This section provides uniform exemptions to competitive bidding requirements utilized by municipalities when awarding contracts for public works and contracts for purchases. The statutes governing a specific type of municipality may also include other exemptions from competitive bidding requirements. The purpose of this section is to supplement and not to limit the current powers of any municipality to provide exemptions from competitive bidding requirements.

(1) Competitive bidding requirements may be waived by the governing body of the municipality for:

- (a) Purchases that are clearly and legitimately limited to a single source of supply;
- (b) Purchases involving special facilities or market conditions;
- (c) Purchases in the event of an emergency;
- (d) Purchases of insurance or bonds; and
- (e) Public works in the event of an emergency.

(2)(a) The waiver of competitive bidding requirements under subsection (1) of this section may be by resolution or by the terms of written policies adopted by the municipality, at the option of the governing body of the municipality. If the governing body elects to waive competitive bidding requirements by the terms of written policies adopted by the municipality, immediately after the award of any contract, the contract and the factual basis for the exception must be recorded and open to public inspection.

If a resolution is adopted by a governing body to waive competitive bidding requirements under (b) of this subsection, the resolution must recite the factual basis for the exception. This subsection (2)(a) does not apply in the event of an emergency.

(b) If an emergency exists, the person or persons designated by the governing body of the municipality to act in the event of an emergency may declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the municipality to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract.

(3) For purposes of this section "emergency" means unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING SOLE SOURCE
ACQUISITION OF OLDCASTLE PRECAST ELECTRIC
VAULTS AND MAKING FINDINGS IN RELATION
THERE TO.**

RECITALS

1. The City of McCleary maintains a Light and Power Department within the course of its operation.
2. Within the course of that operation, the City has previously acquired vaults for use by its Light and Power Department.
3. The City needs to purchase electric vaults for its use throughout the City.
4. Pursuant to a general direction given by the Council, the Public Works Director has undertaken a review of the desired characteristics and costs of previous vaults.
5. The Mayor and Council have received from the Public Works Director a recommendation that it undertake a sole source acquisition process for the purchase of concrete vaults from Oldcastle Precast for the following reasons:
 - a. The City has previously used and is currently using Oldcastle Precast for vaults for use by its Light and Power Department.
 - b. The vaults and lids are unique and noninterchangeable between various vault providers.

- c. It is the Director of Public Works' opinion that the use of non-compatible electrical vaults throughout the City will result in increased costs and potential safety issues associated with said vaults.
- d. The negotiated price is within current funding for the department.
- 6. RCW 35.23.352(9) authorizes sole source purchasing without calling for bids.
- 7. It has been and continues to be the desire and intention of the Mayor and Council to utilize the public bidding process to enhance the value received by the citizens but, under the circumstances of this particular matter, it is recognized as being appropriate to make a specific designation.
- 8. Utilizing a competitive bidding process would likely only produce one bid.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: Those recommendations and factual statements made by the Director of the Public Works Department shall be and are hereby adopted as Findings of Facts.

SECTION II: The City hereby declares Oldcastle Precast the sole supplier for the required and desired vaults and authorizes the Public Works Department and its personnel to undertake negotiations with Oldcastle Precast for the purchase of vaults, it being found this is the desired equipment and would fully satisfy the conditions referenced above.

PASSED THIS _____ DAY OF MARCH, 2019, by the City Council of the City of McCleary, and signed in authentication thereof this _____ day of March, 2019.

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney

TAB - I

STAFF REPORT

To: Mayor Orffer
From: Todd Baun- Director of Public Works
Date: March 6, 2019
Re: NWPPA

This is something that I have been looking into joining for quite a long time now. I believe being part of the NWPPA will help the City and staff. Below, are some information about NWPPA and some of the things their membership would provide.

Northwest Public Power Association (NWPPA) is a not for profit association of over 150 public/people's utility districts, electric cooperatives, municipalities and crown corporations in the Western U.S. and Canada.

NWPPA also serves the networking needs of over 300 Associate Members across the U.S. and Canada who are allied with the electric utility industry.

NWPPA was founded in 1941 to serve the collective interests of cooperatives, public and people's utility districts, municipalities and mutual public power utilities throughout the Northwest, including Alaska and British Columbia. As a not-for-profit membership organization, once a utility joins, all employees of that utility may participate in the Associations' programs.

Training

NWPPA is a premier workforce development and education provider for public power in the Northwest. Each year NWPPA trains thousands of employees and board members offering over 200 training events, workshops, and conferences. The Association keeps abreast of its member training needs through a member-driven committee structure. Courses are offered in most functional utility operation areas, including engineering, operations, customer service, accounting, and leadership. Webinars are offered for members throughout the year covering current events and issues in the utility industry. In addition, NWPPA offers board and management training to meet the demands of operating a utility on behalf of a utility's constituency. NWPPA's four major conferences, issue forums, and Annual Meeting are recognized as some of the best topical and timely events in support of public power offered anywhere in the country.

Committees and Task Forces

Run by members, each of our committees and task forces covers a specific topic area. NWPPA's committees, and roundtables are a key components of your utility's employee succession plan. These groups offer members an opportunity to participate in the development of training and new services and products; members also share ideas and experiences. Where better to learn about working with diverse groups of people, broadening horizons with outside industry-related committee assignments, learning skills chairing committees, and contributing something back to the industry? Current committees are: Government Relations; Information Technology; Power Supply; Customer Service, Credit and Collections; Power Supply; Administrative Assistant; Alaska Utility Conference;

Engineering & Operations; and Northwest Communication & Energy Innovations. Task Forces include the Environmental Task Force.

Publications

Members receive the region's only industry-specific monthly magazine. The *Bulletin* is a full-color magazine packed with industry- and member-related features, rotating topic-specific columns, updates, personnel changes, job opportunities, and news about NWPPA events. NWPPA also produces the annual *Northwest Electric Utility Directory*. It is a comprehensive guide that includes important information about utilities in the region; Associate Members listings, including a Products and Services Guide; government agencies; and energy-related trade associations. The Association publishes a weekly *eBulletin* electronic newsletter with up-to-date information about the utility industry delivered right to your inbox each Monday afternoon.

Federal Legislative Representation and Coordination

While statewide organizations focus on legislative efforts affecting their respective states, NWPPA represents its members on regional issues at the federal level. We employ a local and federal lobbyist to represent our members' interests in Washington, D.C., working closely with NWPPA's Government Relations Committee. We sponsor an annual face-to-face trip to Washington, D.C., and we hold meetings with association leaders to coordinate federal legislative activities. Each year the membership passes resolutions which become NWPPA's membership position on energy issues affecting the region and the industry. These public power resolutions communicate our members' positions to legislators and other important audiences and interest groups. As a member, you have the opportunity to propose resolutions and vote on these important resolutions.

NWPPA and the Public Power Council (PPC) co-sponsor a grassroots political advocacy program called People Power. The program encourages utilities to develop a grassroots database of utility customers that can weigh in with elected officials on specific issues of interest to public power and the Northwest. A website has been established for this grassroots effort at www.pplpwr.org and is maintained by NWPPA staff.

NWPPA utility members have full access to a variety of issue alerts, reference materials, and related resources to help them with materials to distribute to their customers and legislators on key public power issues.

Surveys

Information is power, and in today's environment having the right information is critical to success. The Association gathers information and distributes the aggregated results to members by conducting annual wage and benefit surveys of its membership.

Cooperative Programs to Meet Specific Member Needs

NWPPA provides services for a fee to groups of utilities that want to work cooperatively on certain programs. These service-for-fee programs include the NWPPA Labor & Employee Relations Group, a group comprised of labor relations experts of both public and private utilities. They meet to discuss employee/management issues in the workplace.

Action Requested:

Please discuss and allow the Mayor to signed the agreement for joining the NWPPA.

**NORTHWEST PUBLIC POWER ASSOCIATION
MEMBERSHIP DUES & SUBSCRIPTION FEE
CALENDAR YEAR 2019**

COMPUTATION FORM

City of McCleary
McCleary
WA

1. List electric operating Kwh from retail sales to ultimate electric consumer (not for resale); number of electric meters; and number of

Data Year	2017
Retail kWh sales of	18,212,073
# of Electric Meters	1,100
# of Electric Employees (FTE)	6

2. Apply Billing Determinant Rates:

	Base Fee	1,000.00
0.024	MWh Rate =	437.09
0.320	Meter Rate =	352.00
40.00	Employee Rate =	240.00

Subtotal **\$2,029.09**

3. Apply Billing Determinant Cap:

	Base Fee	\$1,000.00
80%	MWh Rate =	\$437.09
70%	Meter Rate =	\$352.00
25%	Employee Rate =	\$240.00

Total*** **\$2,029.09**

***Maximum investment is \$ 30,000.00

TAB - J

STAFF REPORT

To: Mayor Orffer
From: Todd Baun- Director of Public Works
Date: February 4th, 2019
Re: Truck Roll fee

The City has been having customers turning their utilities on and off several times during a billing cycle. They are doing this to try save money on their utility bill. This causes additional costs for the city by having the crew go to the location several times a month and also causes additional paper work for the Utility Accountant, who has to correctly calculate the bill with the several requests for the turn off/on.

We currently do not have a fee associated with these turn off/on and since we are starting to have customers take advantage of this, we would like to establish a fee for customer convenience re-connection during normal business hours and update our after hour's re-connection fee

Lori Ann and I have been researching the voluntary reconnection fee is somewhere in the area of \$20-\$50 during normal business hours. That is why we are proposing the \$50 fee during the normal business hours and the \$150 after hour's fee.

Here is our MMC below.

13.04.220 Fees.

A verbal or written request for any discontinuance or turn-on of water service to a premises for the convenience of the occupant or owner shall be subject to the payment of such fee, if any, as may be established by resolution of the council.

(Ord. 742 § 16, 2007; Ord. 519 § 22, 1987)

Action Requested:

Please discuss and allow the Mayor to sign the Resolution.

Resolution No. ____

**A RESOLUTION RELATING TO PUBLIC SERVICES;
ESTABLISHING AND CONFIRMING FEES IN RELATION
TO VERBAL AND WRITTEN CUSTOMER REQUESTS FOR
DISCONTINUANCE AND REESTABLISHMENT OF
WATER SERVICE FOR CONVENIENCE OF OCCUPANT
OR OWNER; AND PROVIDING FOR EFFECTIVE DATE.**

RECITALS

1. Pursuant to Ordinance 544 and Ordinance 742, codified under McCleary Municipal Code sections 13.24.010 and 13.04.220 respectively, the Council and Mayor may set by written resolution fees to be charged for verbal and written requests made by occupants or owners of property for the discontinuance or turn-on of water or power services for convenience purposes.

2. The fees set forth in this Resolution have been established after careful consideration by the Mayor and Council, after consultation with City staff. The fees reflect the minimum level necessary to adequately compensate City staff for the services requested.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: On and after the effective date of this Resolution, the following fees will be charged for the discontinuance or turn-on of water or power service requested by an occupant or owner of property more than once in a billing cycle for the convenience of an occupant or owner of said property. The City of McCleary monthly billing cycle runs from the 16th to the 15th of the following month.

1. Discontinuance or turn-on of water or power service during normal business hours
(8:00 a.m. to 4:00 p.m. Monday through Friday): \$50.00

2. Discontinuance or turn-on of water or power service outside of normal business hours
(8:00 a.m. to 4:00 p.m. Monday through Friday): \$150.00

SECTION II: The provisions of this Resolution, including the fee structure, shall be effective as of 12:01 a.m. upon the day following adoption hereof.

SECTION III: Any Resolution in conflict with this Resolution shall be repealed as it relates to fees charged for discontinuance or turn-on of water service for the convenience of an occupant or owner of property.

PASSED THIS ____ DAY OF FEBRUARY, 2019, by the City Council of the City of McCleary, and signed in authentication thereof this ____ day of February, 2019.

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney