



McCleary City Council Agenda

December 14th, 2016- 6:30 PM

Flag Salute

Roll Call: ___ Pos. 1- Orffer, ___ Pos. 2-Richey , ___ Pos. 3- Peterson, ___ Pos. 4- Blankenship, ___ Pos. 5- Ator

Mayor Comments

Renee Jensen- Jan. 25th, Audit Exit, 2016 Accomplishments

Public Comment

Executive Session

RCW- 42.30.140 (4)(a) Union Negotiations

Minutes

Tab A

Introduction **X** Action **X**

Approval of Vouchers

Introduction **X** Action **X**

Purchase Orders

Staff Reports

Tab B Dan Glenn

Tab C Todd Baun

Tab D Staff Reports

Old Business

New Business

Tab E Appointment of New Police Chief

Tab F City Engineer Contract

Tab F1 Engineer Amendment #1

Tab G Greater Grays Harbor Inc. Contract

Tab H Definition add to Zoning Code

Tab I Purchase of used Police Vehicle

Tab J FOP 2017 Contract

Ordinances

Resolutions

Tab K Light and Power Rate Increase

Tab L Resolution 223 update

Tab M Resolution honoring Chief George Crumb

Tab N WSDOT reimbursement request authorized person

Mayor Council Comments

Public Comments

Executive Session

Adjournment or Recess Meeting

Please turn off Cell Phones- Thank you

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

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CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, November 9, 2016

ROLL CALL AND FLAG SALUTE	Councilmembers Orffer, Richey, Peterson, Blankenship, and Ator were in attendance.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Todd Baun, Wendy Collins, Chief Blumer and Dan Glenn.
PUBLIC HEARING	At 6:32 pm the Public Hearing opened for the 2017 Final Budget. The Public Hearing closed at 6:32 pm.
EXECUTIVE SESSION	None.
MINUTES APPROVED	It was moved by Councilmember Richey, seconded by Councilmember Peterson to approve the minutes from the October 26, 2016 meetings. Motion Carried 5-0.
VOUCHERS	Accounts Payable vouchers/checks approved were 41752 - 41809 including EFT's in the amount of \$162,527.00. Payroll checks approved were 41726 - 41895 including EFT's in the amount of \$165,059.06. Bank reconciliation for October 2016. It was moved by Councilmember Richey, seconded by Councilmember Blankenship to approve the vouchers. Motion Carried 5-0.
MAYOR'S COMMENTS	Mayor Schiller introduced Steve Blumer, the City's new interim Police Chief. Chief Blumer has an impressive background ranging from law enforcement to financial investing to hotel management. The Mayor encouraged everyone to say hello and welcome Chief Blumer to the community.
PUBLIC COMMENT	None.
CITY ATTORNEY REPORT	Attorney Sharon English attended in Dan Glenn's absence. She provided Mr. Glenn's report for the Council to review.
DIRECTOR OF PUBLIC WORKS REPORT	Todd Baun provided a report for the Council and is available if they have any questions.
3RD STREET IMPROVEMENTS CONTRACT TIME EXTENTION	It was moved by Councilmember Ator, seconded by Councilmember Peterson to authorize the requested time extension for Skillings Connolly. Motion Carried 5-0.
ORDINANCE 826 GRINDER PUMP ALLOWANCE	It was moved by Councilmember Ator, seconded by Councilmember Richey to adopt Ordinance 826, version C, an ordinance relating to public utilities, authorizing the use of certain methodologies under conditions, adding a new section to Article IV, Chapter 13.12.020, providing an effective date and for severability. Roll call taken in the affirmative. Ordinance Adopted 5-0.
RESOLUTION 691 POLE ATTACHMENT RATES	It was moved by Councilmember Ator, seconded by Councilmember Orffer to adopt Resolution 691, a resolution relating to utilities, establishing a rate for allowed attachments to utility poles, providing for rate adjustment and transition and to make the correction in Section II, A. to read \$15.93 a "Year", not a month. Resolution Adopted 5-0.
ORDINANCE 827 ADOPTION OF THE 2017 BUDGET	It was moved by Councilmember Blankenship seconded by Councilmember Richey to adopt Ordinance 827, an ordinance adopting a budget funding the operations of the City of McCleary for the calendar year 2017. Roll call taken in the affirmative. Ordinance Adopted 5-0.

PUBLIC COMMENT

Mayor Schiller and the Council agreed to cancel the next meeting, scheduled for November 23rd due to Thanksgiving.

Mayor Schiller thanked Todd Baun and Wendy Collins for all their hard work on the budget. He also thanked the City Council for their hard work and dedication to getting a solid budget passed and for everyone's effort in attending the budget workshops and working together as a team.

Councilmember Blankenship asked about what the zoning is at the Mark Reed Hospital site. Todd told him it was originally zoned R-1. He said the hospital was grandfathered in as commercial conditional use. They have four years to use it as a commercial site or it goes back to the original R-1 zoning. The City understands the facility is now being considered to be a residential treatment center that provides medical care. Joy Iverson clarified that Summit Pacific Hospital, which owns the property, are landowners only. She said the State will be the operators and will rent the property from the hospital. The hospital is not involved in the project in any way.

MEETING ADJOURNED

It was moved by Councilmember Orffer, seconded by Councilmember Ator to adjourn the meeting at 6:55 pm. The Council canceled the meeting scheduled for November 23, 2016, due to the Thanksgiving holiday. The next meeting will be Wednesday, December 14th, 2016 at 6:30 pm. Motion Carried 5-0.

Approved by Mayor Brent Schiller and Clerk-Treasurer Wendy Collins.

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary
FROM: DANIEL O. GLENN, City Attorney
DATE: December 8, 2016
RE: LEGAL ACTIVITIES as of DECEMBER 14, 2016

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

1. **ZONING ORDINANCE DRAFT:** Upon request, I have prepared a draft ordinance which would clarify certain definitions in the zoning code in relation to health care facilities. The goal is to insure clarity and to implement consistency with those utilized by the State, whether statutory or though definition issued and utilized by the State Department of Health.

Assuming you deem it appropriate, the draft will have to be referred to the Hearing Examiner for the holding of the necessary public hearing. After that hearing, Mr. Aaland will develop and provide to you his findings of fact, conclusions of law, and recommendation as to action. Upon receipt, you will then have the option of having a separate hearing or, as has been done in the past, adopting the findings and conclusions as the Council's and moving forward without a second open record hearing to make a decision. However, if referred, that decision will not need to be made until your January meeting.

2. **RESOLUTIONS:**

A. **Electrical Rate Modification:** Pursuant to your discussions and the figures provided by Mr. Baun, I have prepared a draft resolution which would implement rate changes commencing as of the readings occurring on and after December 16. Also, you will note that we have added the annual rate adjustment protocol utilized in relation to other utilities. The first adjustment of specified elements of the service which will be implemented

under that provision will occur as of reading carried out December, 2017, and each December thereafter. They affect the first billing sent out thereafter.

B. Updating Charges and Provisions Arising from NSF Payments: The existing resolution was implemented in 1989. At that time, payments were made only by checks, money orders, or cash. Times have changed and the City has authorized the receipt of electronic payments which sometimes bounce back, whether as the result of defective information (providing the wrong account number) or insufficient funds. The provisioner of the electronic payment service for the City assesses a charge of \$35.00, if I understood correctly, for a charge utilizing that system, but which "bounces back". The current resolution did not deal with that matter and also needed to be updated to more directly reflect the pattern now utilized in terms of notices and implications.

As a result, through working with Ms. Collins and Ms. Hanson, we have prepared and provided to you a draft resolution which not only formally recognizes the electronic payment protocol situation, but sets out different protocols to be utilized.

C. WADOT/Federal Authorization Resolution: The City is apparently seeking funding from WADOT and the Federal Highway Administration for a project. Those agencies require a written resolution setting out with specificity what officials of the City may make the request for reimbursement. To provide flexibility, Mr. Baun has requested that the draft include both him, as Public Works Director, and the Mayor. Thus, the draft so provides that authority.

For your information, the impacts that authorization carries with it are set out in Section 2 CFR 200.415(a) of the Code of Federal Regulation which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

3. CONTRACTS: It is my understanding that there are three contracts being presented to you for consideration.

A. ITRON Meter Reading Software Contract: I have had the opportunity to review the contract. As usual in such contracts, its fiscal responsibility for any loss or damage resulting from problems with their system is very much limited. However, since it is a company headquartered in Washington, the good news is, if there is a piece of litigation, it is subject to Washington law and would be filed in Washington courts. The bottom line is that these things are not very negotiable, especially in our situation when we are very much already dependent upon their material.

B. Engineering Professional Services Contract: As suggested in a prior Report, the City has issued a request for qualifications and proposals to serve as the City Engineer. Mr. Baun indicated the City received three responses. Representatives of the companies were interviewed by City staff and the recommendation is that Grey and Osborn be confirmed. As of this time, I have not received the written contract Jon will submit to the City. I assume it will be the same as was developed jointly last time. I would recommend approval of the matter subject to my opportunity to actually review the contract and the Mayor's satisfaction with my recommendation.

C. Greater Grays Harbor: This contract has also not yet been provided. The same suggestion as was made in relation to Grey and Osborn's contract. I would suggest that a review be undertaken as to what specific services have been provided to the City under the last term so as to identify the cost/benefit analysis. Of course, this is a policy matter, not a legal matter.

4. APPOINTMENT OF CHIEF OF POLICE: As the Mayor indicated to you at the last meeting, it was and is his intention to appoint Steve Blumer as the Chief of Police. The appointment authority is the Mayor's decision. The reason it is before you this evening is that under Section 2.08.020, that appointment, as well as a number of others, requires your confirmatory vote.

5. SAO EXIT AUDIT CONFERENCE: Assuming that the weather does not intervene, the exit audit is scheduled for Friday, the 9th. Unlike the historical pattern, we have yet to receive any initial draft of the report. Hopefully, there will be no surprises at the meeting.

Assuming the next meeting is cancelled, may you all have a tranquil and enjoyable time until we have our first meeting of 2017 which, we all will hope, will also be tranquil.

As always, this is not meant to be all inclusive. If you have any questions or comments, please direct them to me.

DG/le

STAFF REPORT

To: Mayor Schiller
From: Todd Baun, Director of Public Works
Date: December 9, 2016
Re: Current Non-Agenda Activity

Wildcat Lift Station

Pease and Sons has completed the Wildcat Lift Station Upgrade. The lift station has been placed on-line is working great at this time.

City Of McCleary Police Chief Report: Chief Steve Blumer
 Reporting Officer: Chief Blumer
 Month Of November

City Mayor: Brent Schiller

City Council Members:
 Position 1: Brenda Orffer
 Position 2: Dustin Richey
 Position 3: Larry Peterson
 Position 4: Ben Blankenship
 Position 5: Pam Ator



Violent & Property Crimes

Murder	0
Rape	0
Aggravated Assault	0
Robbery	0
Harassment / Domestic	7
Theft	2
Trespass	2
Stalking	0
Found Property	0
Warrant Arrest	5
Burglary	2

TOTAL 18

Other Emergent Calls

FIRE	0
Suicide	0
Missing Person	0
Disorderly Conduct	5
Drug Incidents	0
Man Down	1

TOTAL 6
Total Calls For The Month 101

Traffic Stops and Violations

DUI	0
Accident	4
Stolen Vehicle	0
Abandon Vehicle	0
Parking Enforcement	0
Motorist Assist	7
Fatal Accident	0
Subject Stop	19

30

Other Non Emergent Calls

Noises Complaints	2
Code Enforcement	3
Agency Assist	19
Police Referral	0
Public Work Assist	0
Suspicious	6
Juvenile	5
Welfare Check	5
Other	3
Court Order	4

47

Calls In City Limits 69

Overtime Hours

22.7

McCleary Police Department November 2016

The department is going through its transition phase from Chief Crumb to myself, Chief Blumer. With this transition I have focused my current effort on some specific areas.

- 1) Working with the Criminal Justice Training Commission and making sure that the department, as well as the officers are compliant with State Regulations concerning training requirements.
- 2) Organizing and streamlining our current case files to meet state retention schedule requirements
- 3) Complete inventory and audit of our evidence room to be in compliance with the State
- 4) Establish and/or rebuild relationships with surrounding agencies in Grays Harbor
- 5) Researching current first responder grants and rural community grants that may benefit the city and the police/fire department. I have attended a grant writing training course and plan on implementing what I have learned into practice over the next federal/state/local grant cycle.
- 6) Working with federal agencies specifically the US Marshals on an MOU that would be mutually beneficial to McCleary and the Marshals Office – we have already conducted one joint operation in McCleary looking for felony warrant subjects
- 7) Have been working with the Grays Harbor County Sheriff's Office as well as the Mason County Sheriff's Office on revising our current policy and procedures. Both of these agencies are accredited, which means that these agencies are operating under industry best practices and standards in Washington State.

Building and Planning Staff Report

To: Mayor and City Council

From: Paul Morrison

Date: December 1st, 2016

Re: November, Building and Planning Department activities.

New Permit Activities for November 2016

1571 North 4 th Street	New SFR	Total Fee \$ 10,872.50
11 McCleary Road	New MFH	Total Fee \$ 8,734.50
422 South 2 nd Street	Enclose Carport	Total Fee \$ 182.50
907 West Simpson Ave.	Repairs & Maintenance	Total Fee \$ 182.50
Wildcat Drive	Lift Station	Total Fee \$ 127.00
SFR Power Related		Total Fees \$ 4,904.89
Building Department Related Revenues	Total fees charged for November \$ 25,003.89	Total fees collected for November \$ 26,843.80

Permit Activity Totals

New Homes Permitted for 2016 24	All Permits Issued for 2016 166	Total Fees Charged for 2016 \$ 248,786.55
New Homes Permitted for 2015 2	All Permits Issued for 2015 52	Total Fees Charged for 2015 \$ 52,499.28
New Homes Permitted for 2014 3	All Permits Issued for 2014 89	Total Fees Charged for 2014 \$ 59,695.93
New Homes Permitted for 2013 3	All Permits Issued for 2013 79	Total Fees Charged for 2013 \$ 69,743.57
New Homes Permitted for 2012 6	All Permits Issued for 2012 97	Total Fees Charged for 2012 \$ 123,164.28
New Homes Permitted for 2011 1	All Permits Issued for 2011 37	Total Fees Charged for 2011 \$ 24,803.65

Building and Planning Staff Report

Nuisances for the Month of November (MMC 8.16 & 8.20)

418 South 3rd Street

- Unused, unlicensed vehicle on City ROW

514 South 3rd Street #B

- Storing unused, unlicensed vehicles on property

127 East Hemlock

- Storing unused, unlicensed vehicles on property

203 East Beck Street

- Storing utility trailer on City ROW

115 West Maple Street

- Not retaining collection service. (Lemay's)

111 East Mommsen Road

- Storing boat on City ROW

628 South 2nd Street

- Storing unused, unlicensed vehicles on property

123 East Hemlock

- Storing unused, unlicensed vehicles on City ROW

209 East Hemlock

- Storing unused, unlicensed vehicles on City ROW

Abatements Issued for the Month of November (Correction Notice)

503 South 3rd Street

- Unsafe structure

Notice of Infractions Issued for the Month of November

330 South 2nd Street

- Public Nuisance.

Resolved Municipal Code Violations for the Month of November

328 West Pine Street (Lemay's)

410 North Summit Road (Lemay's)

602 South 3rd Street (Storing boat on City ROW)

203 East Beck Street (Storing utility trailer on City ROW)

123 East Hemlock (Unused, unlicensed vehicle on City ROW)

209 East Hemlock (Unused, unlicensed vehicle on City ROW)

There are several properties that have contacted me and I am currently working with them to comply.
There are several that have yet to contact me or comply.

STAFF REPORT

To: Mayor Schiller
From: Todd Baun, Director of Public Works
Date: December 9th, 2016
Re: G&O On-Call Engineering Contract

The contract between Gray and Osborne has expired, so the City submitted a Request for Proposal for Engineering Services on October 17th of 2016. We received 3 responses back before the deadline of November 14th. I had 4 staff members review and score each proposal and we all came out with Gray and Osborne as the top firm.

A copy of the proposed contract was received by the City and is currently being reviewed by Dan.

Staff Recommendation:

Staff recommends the execution of the proposed contract.

Action Requested:

Please consider recommending execution of the 2017 contract with Gray & Osborne.

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF MCCLEARY
WASHINGTON**

DECEMBER 2016

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Contract, entered into this _____ day of _____, 20_____, between the CITY OF MCCLEARY, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, whereas, the Agency now finds that, from time to time, in the growth and development of the Agency, there will be the need for the engagement of professional engineering services. The purpose of this Contract it to define the services to be performed and method of payment for professional engineering services which may, from time to time, be authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Agency's periodic need for Professional Engineering Services. These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer, then only for the services so requested. The Engineer shall furnish a scope of work and costs for each service requested which will become a numbered exhibit to the Contract.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work (Task Order), which will describe the engineering services to be provided, such services may include, but are not limited to, grant and/or loan application assistance, engineering studies, financial analysis, cost estimating, predesign services, design, local improvement district or utility local improvement district formation, surveys, mapping, peer review, preparation of easements and right-of-way documentation, environmental studies, permitting, and documentation, public meetings, project bid and award services, and construction management and administration assistance.

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described in the project specific scope of work and budget. The information so secured shall be made available to the Agency for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of on-call engineering services, to be described in scopes of work requested by the Agency, cannot be determined at this time, in advance. The total cost for services will be established by Agreement between the Agency and the Engineer on a case-by-case basis as the need arises and/or by amendment to this Contract.

The following information will be provided for each project assigned by and approved by the Agency.

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

- (b) Compensation Determination: The amount of compensation due the Engineer by the Agency for the services furnished under this Contract shall be determined as provided hereinafter. Such payment shall be full compensation for work performed.

Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "A" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.
2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period, plus a proportionate percentage of the fee amount stipulated above.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency, are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The

Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

The drawings, specifications, and other documents, including such items prepared in CAD form and stored on magnetic media, prepared for a Project are intended for use solely with respect to that Project. Engineer agrees the Agency is the owner of any and all field notes, field data, test data, calculations, estimates, documents, data, drawings, specifications, software application, and other products or materials, whether in a print form, electronic data form, or otherwise gathered, produced, or developed by Engineer or any subconsultant thereof in the course of the performance of this Contract: PROVIDED THAT, with the sole exception of the printed final documents, Engineer shall have the right to remove all indicia of its ownership and/or involvement with all electronic records provided to the Agency pursuant to a request made under this section. Further, that upon the request of the Agency, the printed final documents of all items shall be tendered to Agency. Agency shall assume all responsibility for Agency's use of the Engineer's material upon other projects and shall indemnify the Engineer for its reuse. Engineer agrees to not release any project documents to third parties without the prior written authorization of Agency unless the Engineer is required to do so by applicable law, rule, regulation, or court order. Agency agrees that all work furnished to it, but which is not paid for pursuant to the terms of this Contract without legitimate cause, shall be returned to Engineer upon demand and will not be used by Agency for any purpose whatsoever.

Engineer agrees to maintain its records governing and recording its performance of this contract for a minimum of four years from the date of completion of the contractual services and shall make them available to the Agency, its agents, employees, or designees to the extent necessary to confirm the provision of the services required under this contract.

Engineer shall fully cooperate with any monitoring, review, auditing, or evaluation activities carried out by Agency, its agents, employees, or designees, in relation to the activities conducted by or upon behalf of Agency in relation to the performance of this contract.

Any review of records shall be carried out with reasonable advance notice being provided to Engineer and during ordinary business hours and upon normal business days. By definition, this shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excluded.

ARTICLE 11

DISPUTE RESOLUTION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be

resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

In the event any dispute arising out of this Contract is not resolved by informal discussions or mediation, either party may demand the matter in dispute be submitted to binding arbitration under the then prevailing rules of the American Arbitration Association for construction industry disputes. The arbitrator shall be selected from the same Service as provided the mediation service unless one party gives written notice of disagreement. In the event of such notice, then the arbitrator shall be chosen in the manner set forth in the AAA's rules: In the event either party objects to the submission of the dispute to arbitration within 30 days after demand for arbitration has been filed with an appropriate agency and served upon the other party, then the procedure shall be terminated and the matter shall be processed as the parties deem appropriate by filing an action in the Superior Court of the State of Washington in and for the County of Grays Harbor.

ARTICLE 12

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 14

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 15

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 16

INDEMNITY AGREEMENT

The Engineer's insurance shall be primary. The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

The Engineer shall be required to indemnify the Agency in those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 17

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
 \$1,000,000 each occurrence
 \$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
 \$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 18

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 19

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "B" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 20

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 21

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF MCCLEARY
100 South Third Street
McCleary, Washington 98557

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
701 Dexter Ave. North
Suite 200
Seattle, Washington 98109-4339

ARTICLE 22

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

ARTICLE 23

TERMINATION

This Contract may be terminated as provided in this section.

- A. Either party may terminate this Contract at any time, with or without cause. This shall be achieved by the giving of written notice to the other party of such intention, specifying the effective date, which may not be earlier than the date upon which notice is received by the other party.
- B. In the event of termination without cause, the following provisions shall apply to compensation to be paid:
 - 1. If terminated by Agency, Engineer will be paid for all authorized work performed and expenses incurred up to the termination date. In addition, it shall be entitled to reasonable costs, if any, incurred by it in implementing the transfer of the project, including all materials, including by way of representation and not by way of limitation, documents, information, records, and data of all types and kinds, whether in a written format, electronic data format, or otherwise, developed during its work, to a successor Engineer.
 - 2. If terminated by Engineer, it shall be paid for authorized work performed and expenses incurred up to the termination date. It shall cooperate fully, without additional compensation, in implementing the transfer of the project to any successor Engineer chosen by Agency, including the releasing of all materials, including by way of representation and not by way of limitation,

documents, information, records, and data of all types and kinds, whether in a written format, electronic data format, or otherwise, developed during its work, to a successor Engineer.

- C. This Contract may also be terminated for cause by either party. For the purposes of this Contract, "for cause" shall mean if either party fails to substantially perform some element of the work or responsibility in accordance with this Contract through no fault of the other and does not commence correction of such work and non-performance within five days of written notice and diligently complete the correction thereafter.
- D. In the event of termination for cause, the following provisions shall apply.
1. If terminated for cause by Engineer, Engineer will be paid for all authorized work performed up to the termination date, plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and other costs reasonably related to the closeout.
 2. If terminated for cause by Agency, in recognition that the necessity of such an action may have significant impacts upon Agency, whether in relation to the duty to repay any grant moneys received or otherwise, the Agency shall compensate Engineer for the reasonable value of the services performed up to the date of the notice of termination, subject to reduction by Agency's taking into consideration such factors as the degree of completion, the costs of obtaining successor professional services to complete the project, and the costs related to any resulting delay, if any, arising from the necessity of termination, the degree to which any grant moneys must be repaid, and such other factors as may be reasonably appropriate and arising directly from the necessity of termination.
 3. In either event, Engineer shall cooperate fully in implementing the transfer of the project to any successor Engineer chosen by Agency, including the releasing of any and all materials prepared by or for it during the course of the project, including by way of representation and not by way of limitation, documents, information, records, and data of all types and kinds, whether in a written format, electronic data format, or otherwise, to Agency or its designee.

ARTICLE 24

AMENDMENT

This Contract may be amended only upon the written agreement of the parties executed with the same formalities required for the execution of this Contract.

ARTICLE 25

CLAIMS ASSISTANCE

In the event that the claim arises from some aspect or element of Engineer's services which is alleged by either the claimant or the Agency to have been deficient, incorrect, or otherwise defective, then such claims assistance shall be at the sole expense of Engineers. If the Agency and Engineers disagree as to the issue of responsibility, that dispute shall be resolved through the utilization of the procedure set forth within this Contract.

ARTICLE 26

COMPLIANCE WITH LAW

In the performance of any services provided under this Contract, the Engineer shall comply with all applicable Federal, State, or local laws and ordinances, including regulations for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals, and any other standards or criteria as described in this Contract to assure quality of services.

ARTICLE 27

ENTIRE CONTRACT AND NON-WAIVER

- A. The parties agree the Contract and any fully executed amendments are the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of the Contract shall be in writing and signed by both parties.
- B. The failure of either party to exercise any rights or remedies under this Contract for any breach shall not constitute a continuing waiver of any obligation and shall not prevent either party from pursuing any such rights or remedies for any succeeding breach.

ARTICLE 28

SEVERABILITY

If for any reason any part, term, or provision of the Contract and any fully executed amendments is held by a court of the United States to be illegal, void, or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of McCleary

By: _____
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: Brent Schiller, Mayor
(Print)

Date: _____

Date: _____

ATTEST

Wendy Collins, Clerk-Treasurer

APPROVED AS TO FORM:

Daniel O. Glenn, City Attorney

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 15, 2017**

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 48.00	to	\$116.00
Electrical Engineer	\$103.00	to	\$182.00
Structural Engineer	\$ 99.00	to	\$168.00
Environmental Technician/Specialist	\$ 80.00	to	\$110.00
Civil Engineer	\$ 77.00	to	\$126.00
Project Engineer	\$106.00	to	\$145.00
Project Manager	\$ 99.00	to	\$177.00
Principal-in-Charge	\$112.00	to	\$177.00
Resident Engineer	\$122.00	to	\$168.00
Field Inspector	\$ 74.00	to	\$142.00
Field Survey (2 Person)***	\$144.00	to	\$212.00
Field Survey (3 Person)***	\$219.00	to	\$290.00
Professional Land Surveyor	\$109.00	to	\$135.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.54 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT "B"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.

STAFF REPORT

To: Mayor Schiller
From: Todd Baun, Director of Public Works
Date: December 9th, 2016
Re: G&O Amendment #1

If the Contract for engineering services is approved, we will have Amendment #1 for action. Amendment #1 provides a cost sheet for the various services and minor engineering support G&O performs for us.

Staff Recommendation:

Staff recommends the execution of the proposed Amendment #1.

Action Requested:

Please consider recommending execution of Amendment #1 with Gray & Osborne.

**AMENDMENT NO. 1
TO
CONTRACT FOR ENGINEERING SERVICES**

THIS AMENDMENT, entered into this _____ day of _____ 2016, by and between the City of McCleary, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) _____, 2016, for additional services related to the Professional Engineering Services Contract.

MINOR ENGINEERING SUPPORT SERVICES SCOPE OF WORK

The agency has a variety of minor/miscellaneous items that require engineering input or review during the course of any given month. The cost and time required to prepare a contract amendment for each of these items would be better spent directly addressing these issues. This amendment provides a method for the Mayor (or authorized representative) to authorize minor engineering support services on an as needed basis without incurring the cost of preparing a contract amendment.

When requested by the Agency, the Engineer shall provide both basic engineering support services and minor/miscellaneous engineering support services. Basic engineering support services are specifically outlined in the nine tasks identified in Section II of this amendment which will be billed under a unique job number, according to the "not to exceed" costs outlined in Section II. Engineering services that are not identified in Section II of this addendum and are estimated to cost more than \$600 will be authorized by a separate contract amendment and invoiced under a unique job number. Minor engineering support services covered under this amendment would have an estimated cost of \$600 or less and may include, but not be limited to, updating utility base maps and development activity maps, preparing exhibits, site visits, review of utility operational issues, assistance with meeting regulatory requirements, utility rate and SDC reviews, participation in meetings, reviewing variance requests or other minor support services requested by the Agency.

Costs for all minor engineering support services (\$600 or less per task) shall be tracked by a project number specifically issued for "Minor Engineering Support Services" and billed monthly with a description of work provided for each engineering support task. The Engineer will provide a "not to exceed" cost for each minor engineering support service task to the Mayor (or authorized representative) for approval at the time these services are requested.

Compensation for services provided as described herein as Minor Engineering Support Services shall be authorized by the Public works Director and/or the Mayor on a case by case basis and shall not exceed \$600 per authorized task. The aggregate amount of compensation for all minor engineering support services authorized under this contract amendment shall not exceed **\$5,000** without further written authorization from the Agency.

BASIC ENGINEERING SUPPORT SERVICES

The Agency will require the Engineer to attend pre application meetings for new developments, provide plat and utility design plan review to confirm the developer is conforming to City, County and State standards, attend preconstruction meetings and provide part time construction inspection services. In addition to these services, the Agency may also require engineering reviews of previously developed studies, letter reports, planning documents, construction standards and development proposals that do not fit the standard type of plat application and review parameters.

The following fee schedule has been developed to provide a budget cost for the basic type of engineering support services the Agency will require the Engineer to perform. These budget costs and the associated scope of work will be used by the Mayor and/or the Public Works Director to authorize the Engineer to perform the basic engineering support services outlined below.

Task 1 – Environmental and Permitting

Prepare SEPA Checklist and DNS (City will be lead agency).

\$400 to \$800 depending on the complexity of the project

Task 2 – On-Site Inspection

Provide an on-site inspector to provide guidance and direction to City of McCleary staff during utility and road construction by developer's contractor.

\$600 to \$800 per day

Task 3 – Boundary Line Adjustment (BLA) Review

Provide a review of BLA survey documents for compliance with City, State and County Requirements.

\$600 per review

Task 4 – Preliminary Plat Review

Provide a review of preliminary plat survey documents for compliance with City, State and County Requirements.

\$800 per review (less than 10 lots)

\$1,000 per review (10 lots to 30 lots)

\$1,200 per review (over 30 lots)

Task 5 – Final Plat Review

Provide a review of final plat survey documents, lot closure calculations, easements, CC&R's and maintenance agreements for compliance with City, State and County Requirements.

\$1,200 per review (less than 10 lots)

\$1,500 per review (10 lots to 30 lots)

\$2,000 per review (over 30 lots)

Task 6 – Utility and Roadway Construction Plan Review for Subdivisions

Provide a review of SEPA documents, Stormwater Design Reports, Traffic Studies, construction drawings, and draft CC&R's for compliance with City, State and County Requirements. Provide review letter with recommendations to City Staff.

\$1,500 per review (less than 10 lots)*

\$2,000 per review (10 lots to 30 lots)*

\$2,500 per review (over 30 lots)*

*Additional costs may be incurred if multiple review letters are required due to developer engineer not complying with initial review comments, or site specific complexities (geotechnical issues, pump stations, etc.).

Task 7 – Pre application Meetings/Preconstruction Meetings for Subdivisions

Attend, provide agenda (or preapplication checklist) and direct meeting with City staff and applicant. Provide meeting minutes as required.

\$250 per meeting

Task 8 – Submittal Review for Subdivisions

Provide a review of material submittal from developer's contractor/materials supplier for compliance with City, State and County Requirements. Provide review letter to developer.

\$500 for all reviews necessary to obtain a submittal package that meets all City requirements.

Task 9 – Miscellaneous Report Review

Provide a review of letter reports, planning documents, Design Reports, Traffic Studies, and other miscellaneous reports. Provide a review comment letter to City Staff.

\$250 to \$500 per review based on project complexity.

TERMS AND CONDITIONS

This work will be completed under the terms and conditions of the current General Engineering Services Contract dated _____, 2016. The Engineer shall have the opportunity to evaluate and revise the costs outlined herein on an annual basis. These services shall be billed on an hourly basis, at the not to exceed cost listed herein.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF MCCLEARY

By: _____
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: Brent Schiller, Mayor
(Print)

Date: _____

Date: _____

"Equal Opportunity/Affirmative Action Employer"



Working to Build and Strengthen Business and Industry for a Prosperous Community
Your Regional Chamber of Commerce and Economic Development Council

November 14, 2016

Mayor Brent Schiller
City of McCleary
100 South 3rd Street
McCleary, WA 98557

Dear Mayor Schiller:

With 2016 quickly coming to a close, I want to thank you for your continued support of Greater Grays Harbor, Inc.

Recently, you received a letter requesting you to include us in the 2017 City of McCleary budget in the amount of \$1200.00.

Enclosed are two copies of the 2017 service contract between City of McCleary and Greater Grays Harbor, Inc. I would appreciate it if you could review the enclosed contracts and sign if acceptable, keeping a copy for your records and returning a copy to our office.

Once again, thank you for your support of GGHI. These are exciting times for Grays Harbor and your participation in our efforts is greatly appreciated. I look forward to working with you and your staff. Any time we can be of service, please call.

Sincerely,

Dru Garson CEO
Greater Grays Harbor, Inc.

Enclosures

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this day by and between the City of McCleary, Municipal Corporation, hereinafter referred to as the "MUNICIPALITY" and Greater Grays Harbor, Inc., hereinafter referred to as the "AGENCY":

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the MUNICIPALITY desires to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the service set forth in this contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

I. SERVICES

The AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as AGENCY responsibilities throughout this Agreement.

The AGENCY shall provide a comprehensive, cooperative, and planned approach to economic development involving government, business, education, labor and others. Specific tasks shall include, without limitation:

- A. Encourage a favorable business climate;
- B. Encourage competitive and appropriate sites for business location and/or expansion;
- C. Encourage training and retraining of unemployed workers through cooperative efforts;
- D. Encourage tourism to Grays Harbor County through advertising, publicity and distribution of information;
- E. Find and encourage investment of capital in new and/or expanded business facilities and equipment;
- F. Identify, attract and assist relocation of new business to Grays Harbor County;
- G. Assist to correct problems which may hinder or prevent business existence, expansion or creation;
- H. Identify new inventions, innovations, markets and/or marketing potentials, and bring to fruition;
- I. Assist the City of McCleary in identifying and carrying out its responsibilities and function in a cooperative and planned approach to economic development.
- J. Assist in the creation, development, and support of small businesses.

II. REPORTING REQUIREMENTS

The AGENCY shall submit periodic reports as required by the MUNICIPALITY which shall include, but not be limited to, a fiscal year revenue and expenditure report, and final annual evaluation report.

III. DURATION OF AGREEMENT

The effective day of this Agreement shall be January 1, 2017, and shall terminate on December 31, 2017. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

The MUNICIPALITY shall reimburse the AGENCY for the services performed under this Agreement, an amount of \$1200.00, payable within thirty (30) days of contract execution.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The AGENCY agrees to maintain books, records, documents, and accounting procedures and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. The AGENCY agrees that the MUNICIPALITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

VI. COMPLIANCE WITH LAWS

The AGENCY, in performance of this Agreement, agrees to comply with all applicable federal, state, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

VII. NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Agreement, AGENCY agrees to comply with federal and state laws prohibiting discrimination in employment and delivery of services, including the Americans with Disabilities Act of 1990, as amended.

VIII. INDEMNIFICATION/HOLD HARMLESS

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the AGENCY's own risk and the AGENCY expressly agrees to indemnify, defend, and hold harmless the MUNICIPALITY and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the MUNICIPALITY which result from, arise out of, or are in any way connected with the services to be performed by the AGENCY under this Agreement.

IX. TERMINATION

If the AGENCY fails to comply with the terms and conditions of the Agreement, the MUNICIPALITY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 60 days notice in writing of intent to terminate.

X. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 14 day of November, 2016.

Greater Grays Harbor, Inc
"Agency"

City of McCleary
"Municipality"



Signature

CEO

Title

Signature

Title

Signature

Title

Signature

Title

STAFF REPORT

To: Mayor Schiller
From: Todd Baun, Director of Public Works
Date: December 9, 2016
Re: Definition Addition to Zoning Code

A request by Councilmember Blankenship has been received by staff. This request is to modify the existing zoning ordinance, by adding add the definition of “**Residential treatment facility**” to the zoning ordinance and update the “**Hospital**” definition. We have also included MMC Section 17.40.130, regarding amendments to the zoning ordinance for your reference.

Language in MMC 17.40.130 directs the Planning Commission to set a public hearing and submit a written recommendation to the Council. Ordinance 790, specifically Section I.F, states that “*In the event that an application involves review and possible amendments to the comprehensive plan and the zoning code of the City, it shall be the responsibility of the planning commission or planning agency (Hearing Examiner), to whichever the matter has been referred by the Mayor and Council, to hold such public hearings as may be required and make recommendations to the Council...*”.

At this time, this topic is not for consideration, but for referral.

Staff Recommendation:

As the planning commission is not active, and the Hearing Examiner is on call, it will likely be much more efficient to utilize the services of the Hearing Examiner.

Action Requested:

Please consider directing staff to coordinate with the Hearing Examiner to set the public hearing date for January 5th at 1:30 PM, facilitate the public hearing, and prepare a written recommendation to Council.

17.40.130 Amendments.

A. The city council may amend the text of the zoning ordinance, including the city of McCleary zoning map, whenever public necessity, convenience, or general welfare require such action and the proposed amendment is consistent with the city of McCleary comprehensive land use plan in accordance with RCW 35A.63.105.

B. Amendments to the text of the zoning ordinance may be initiated by:

1. One or more owners of property within the corporate boundaries of the city of McCleary;
2. A motion of the city council requesting the planning commission to set the matter for hearing; or,
3. A motion of the planning commission.

C. At the first meeting at which action may be taken occurring after the receipt of the request for amendment by the office of the clerk-treasurer, the commission shall set a date for a public hearing on the request. The hearing shall be set to occur no sooner than twenty days following the date of that meeting: provided that if any applicable law, ordinance, rule, or regulation requires the utilization of different time parameters for the particular hearing, those parameters shall be utilized; provided still further that, the hearing date may continued from the date set if the commission determines that good cause supports such action.

Upon completion of its hearing, the planning commission shall submit a written recommendation to the city council as to the matters heard by its at its public hearing by filing it with the clerk-treasurer. This recommendation shall be tendered to the city council within sixty days after the close of the record provided that if any applicable law, ordinance, rule, or regulation requires the utilization of different time parameters for the particular submission, those parameters shall be utilized; provided still further that, the timing for submission may occur outside the time frames set forth above or continued from the date otherwise required if the commission determines that good cause supports such action.

Upon receipt of the commission's recommendation, the clerk-treasurer shall place the recommendation upon the agenda for the next regular meeting of the city council for commencement of consideration as set forth in subsection D of this section.

D. Upon receipt of the commission's recommendation on the matter heard by the commission, the city council shall at the next regular meeting of the council either set a time and place of public hearing thereon and order public notice as herein provided, or, if determines that no additional public hearing is necessary, set the matter on for consideration at its next regular council session. It at the time set for consideration without public hearing, the majority of the council determines it appropriate to schedule a public hearing, such hearing may be scheduled and held as provided for herein. So long as the council determines it has adequate information from the applicant and/or planning commission to make a decision, the council shall take final action within sixty days after the later of (1) any public hearing held by it or (2) the date of the consideration without public hearing. The council may its issue decision by passing an amendatory ordinance, by declining to amend, or by referring the matter back to the planning commission for further consideration. To the extent required by law, the council shall issue written

findings of fact and conclusions of law in relation to the decision it makes. Written notice of the action take by the city council shall be transmitted by the clerk-treasurer to the planning commission and/or to the applicant, if the matter was initiated by the filing of an application: provided that, for purposes of an appeal, the date of issuance of the council's decision shall be determined as provided in RCW 36.70C.040(4), as now existing or hereafter amended or succeeded.

E. The city council's decision shall be final unless an appeal is timely filed and perfected within ten days of the issuance of the notice of the decision provided for under subsection D or, if applicable, within the time period set forth under the provisions of RCW 36.70C, as now existing or hereafter amended or succeeded.
(Ord. 709 § 1 (part), 2004)



Date _____

ACCOUNTS PAYABLE

City Of McCleary
MCAG #: 0344

As Of: 12/01/2016

Time: 14:42:08 Date: 12/01/2016
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
12099	12/01/2016	12/01/2016 4838	City of Lakewood	9,171.50	For Project Code 40840
521 20 64 00	Law Enforcement - Police V		001 000 521 Current Expens	9,171.50	
Fund				Report Total:	9,171.50
001 Current Expense					9,171.50

RESOLUTION NO. _____

**A RESOLUTION RELATING TO RATES TO BE
CHARGED FOR ELECTRICAL SERVICE,
ESTABLISHING EFFECTIVE DATES, AND
REPEALING RESOLUTION 666.**

RECITALS

1. Pursuant to M.M.C. Chapter 13.24.005, the Council is authorized to establish rates for utility service pursuant to Resolution. The rates were last modified in 2014 through the adoption of Resolution 666.

2. Since the adoption of the current rates, the City has authorized a study of the utility rates and the Council has reviewed the resulting recommendations. Based upon that review of the available information, the Council has determined a rate increase of an amount less than the recommendations is appropriate so as to not unduly impact the system's customers while also maintaining the long term fiscal stability of the system.

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 stated in Section III, the following rates shall be charged and the following classifications shall be established: PROVIDED THAT, such rates shall be subject to annual adjustment as provided in Section III:

SCHEDULE 1

RESIDENTIAL RATES

1.1: Availability: Applicable to domestic use of all residential customers, including single-phase motors with individual rate capacity of 7 ½ HP or less. Service under the Residential Rate shall apply to electric service in single-family and multi-family private dwellings, and their appurtenances, those uses set forth below, for general farm service, including water-heating, but not for resale to others.

The Residential Rate shall also apply to service for institutions such as clubs, fraternities, orphanages, or homes, recognized as rooming or boarding houses; the space in an apartment or other residential building primarily devoted

to use as an office or studio for professional or other gainful purposes.

(c) The residential rate shall not apply to assisted care and living facilities, including nursing homes.

1.2: Rate:

Meter Service Charge - \$15.00 per meter per month

Consumption Charge - \$.0762 per KWH

Minimum Charge - \$23.20 per month (Includes meter service charge of \$15.00.)

Delivery Point - The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption, or at a different voltage or phase, shall be separately metered and billed. For the purpose of maintenance responsibility, the customer is responsible for the service line from the meter to the building.

SCHEDULE 2

LARGE RESIDENTIAL AND COMMERCIAL LIGHTING AND POWER RATES

Availability: Applicable to all large residential (greater than 7 ½ Hp) and commercial light, heat, and power customers, including but not limited to facilities of

municipal corporations including school districts and hospital districts, assisted care and living facilities, including nursing homes, as well as for religious organizations or other service organizations providing services at properties which qualify for exemption from real estate taxes. Energy supplied under this schedule shall not be submetered for resale or resold to others.

A. Single-Phase Power:

Meter Service Charge - \$20.50 per month per meter.

Consumption Charge - \$.0811 per KWH.

Demand Charge - \$3.14 per KW.

Minimum Charge - \$30.45 per month (Includes meter service charge of \$20.50.)

B. Three Phase Service:

Meter Service Charge - \$36.00 per month per meter

Consumption Charge - \$.0811 per KWH

Demand Charge - \$3.14 per KW.

Minimum Charge - \$45.95 per month (Includes meter service charge of \$36.00.)

Delivery Point - The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same

customer at other points of consumption, or at a different voltage or phase, shall be separately metered and billed except that where two or three points of delivery have already been installed in an old commercial building or where, in the opinion of the distributor's authorized representative, it would be impractical for the customer to alter his/her wiring to the extent necessary in an old commercial building, separate services requiring two or three meters may be billed as one meter.

For the purpose of maintenance responsibility, the customer is responsible for the service line from the meter to the building.

SCHEDULE 3

INDUSTRIAL LIGHTING AND POWER SERVICE

Availability: Available to industrial consumers for light, heat, and power. Energy supplied under this schedule shall not be submetered for resale and resold to others.

A. Industrial Customer

Energy Charge - \$.0492 per KWH

Demand - \$6.19 per KW

1. Billing Demand: The billing demand shall be the higher of the following demands:

a. The measured demand.

b. 80 percent of the highest demand measured during the preceding eleven months.

2. Minimum Charge: The minimum monthly charge shall be \$30.70 for those customers with less than 65 KW installed capacity. For those customers with 65 kva installed capacity or more, the minimum monthly charge will be \$.72 per KW.

3. Determination of Demand: Demand measure shall be made by suitable instruments at the point of delivery during the 30-minute period in which the consumption of energy is greatest during the month for which determination is made.

4. Adjustment Demand Charge for Power Factor: All loads with installed capacities of 75 kva and above shall be billed for power factor by increasing the Measured Demand by 1 percent for each 1 percent or major fraction thereof by which the average power factor is less than .95 lagging. Unless specifically otherwise agreed, the Distributor shall not be obligated to deliver power to the purchaser at any time at a power factor below .75 lagging.

5. Tax Additions: To the above rate proportional increases may be added to compensate for any gross revenue

kilowatt hour or other form of tax hereafter imposed by any municipal, county, state, or federal taxing body.

6. Contract requirements: Customers whose measured demand is 100 KW or more may be required to execute a contract for a minimum term of five (5) years.

7. Delivery Point: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption, or at a different voltage or phase, shall be separately metered and billed.

For the purpose of maintenance responsibility, the customer is responsible for the service line from the meter to the building.

SCHEDULE 4

STREET LIGHTING RATE

(ON EXISTING POLES)

Availability: To the City of McCleary.

Applicable: To overhead street lighting from dusk to dawn every day for lighting streets, alleys, thoroughfares, grounds, and parks.

Specifications: The system shall be of overhead construction consisting of poles, aerial circuits, mast arms,

and standard luminaries. The charges below are for energy and re-lamping only.

Under grounding and new or replacement installations, except when such installation shall be required as part of a development, shall be paid for by the City of McCleary. Maintenance shall be by the Light and Power Department.

Monthly Rate:

<u>Lamp Rating</u>	<u>Lamp Type</u>	<u>Energy and Relamp Charge</u>
100 watt	HPS	\$4.18 per month
200 watt	HPS	\$6.49 per month
1-100 watts	LED	\$2.10 per month
Over 100 watts	LED	\$3.25 per month

SCHEDULE 5

SECURITY LIGHTING

Availability: Available to all system users.

Specifications: The pole will be pressure-treated and manufactured and installed in accordance with the City of McCleary's standards. The lighting hardware and equipment will be provided by the City of McCleary Light and Power Department.

Monthly Rate - Flat Charge:

LED Security Lighting- \$4.73

HPS Security Lighting- \$9.65

General Terms and Conditions: In addition to the monthly flat charge, as to any newly installed security lighting, the applicant shall also pay, at the time of application, an amount to be determined by the Director of Public Works as representing the costs of the pole and installation. For additional terms and conditions see above.

SECTION II: ANNUAL ADJUSTMENT OF CERTAIN RATES:

A. In recognition of the benefit of fiscal predictability for customers of the system and management, as of December 16th, 2017, and each calendar year thereafter, as to the consumption and demand charges only, a rate adjustment of each shall be implemented which shall be the greater of following:

(1) three percent (3%) or

(2) The monetary amount which is the result of the following calculation:

Methodology of Calculation of CPI Based Adjustment: The then existing utility rate shall be multiplied by a figure established as the average of the Seattle-Tacoma-Bremerton

Area Bi-Monthly Index CPI-U (June compared with June) and the US All City Average CPI-U for the same period. [Example: S-T-B Area Bi-monthly Index CPI-U is 3.5% and the US All City Average CPI-U for that period is 2.5%. The multiplier to be utilized is 3.0%. If the existing rate is \$4.00, the result would be an increase of \$00.12 for an adjusted rate of \$4.12.]

B. **PRINCIPALS OF APPLICATION:**

1. The average for the CPI multiplier, if not an even 1/10th of a percent, shall be rounded upward to the nearest 1/10th of a percent.

2. Application of annual adjustment rate to classifications:

a. As to the Consumption rate for any classification, the resulting product of the calculation carried out pursuant to SSA shall be rounded to the next highest 1/10,000th of a dollar, if the initial calculation does not so result.

b. As to the demand rate for any classification, the resulting product of the calculation carried out pursuant to SSA shall be rounded to the next highest 1/10,000th of a dollar, if the initial calculation does not so result.

SECTION III: EFFECTIVE DATE:

The rates established by Section I of this Resolution shall become effective as to all power metered on and after the 16th day of December, 2016, for billing on and after the 31st day of January, 2017.

SECTION IV: REPEAL:

Resolution Number 666 shall be and is hereby repealed as of the effective date for utilization of the new rates, as established in this resolution. Such repeal shall not effect any obligation which arose under the provisions of that resolution.

PASSED THIS ____ DAY OF DECEMBER, 2016, by the City Council of the City of McCleary, and signed in approval therewith this ____ day of December, 2016.

CITY OF McCLEARY:

BRENT SCHILLER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

RESOLUTION NO. _____

A RESOLUTION RELATING TO PUBLIC UTILITIES,
SETTING FEES TO BE CHARGED IN THE EVENT OF
THE REJECTION OF A PAYMENT RECEIVED BY THE
CITY, SETTING FORTH CONDITIONS IN RELATION
TO THE TERMINATION OF SERVICES THEREOF, AND
REPEALING RESOLUTION 223.

R E C I T A L S:

1. The City maintains a public utility system providing electrical, sewer and water service to its citizens.

2. It is in the public interest to maintain that system in a fiscally responsible manner.

3. The Mayor and Council have been informed by the Clerk-Treasurer that, since the adoption of Resolution 223, additional means of customers tendering payments for an obligation for utility services provided by the City have been implemented and their acceptance by the City authorized. Thus the current method of payments includes not only cash and checks, but also electronic transfers at Xpress Bill Pay, online banking bill pay, online check pay, etc., and charges.

4. The Mayor and Council have been further informed that unfortunately there are occurrence in which payments are tendered and, whether for lack of funds, inaccurate information provided to the electronic system, or otherwise, the payments are found to be not valid.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR CONCURRING:

SECTION I: On and after the date of adoption of this Resolution, the Clerk-Treasurer and her staff shall, in the event of the return of a payment tendered to the City, whether in the form of a check, draft, or other negotiable instrument, utilization of an electronic transfer, or any other means when that action has been tendered for payment of utility service and is not accepted by transfer of funds to the City, be authorized to implement the following procedures:

A. Take steps to notify the issuing party of the dishonor and/or place a door tag on the residence notifying the issuing party or owner of the fact of non-payment. The unpaid amount, plus the fee, will be due on the regular due date for that billing cycle.

B. If the account was in the arrears and the payment for the back bill was declined for any reason, the customer,

1. If a resident at the property, will be notified by a door tag placed on the entrance door of the residence or building notifying them of the fact and reason, if known, for non-payment and inform them they have until 10:00 a.m. the following business day to pay the unpaid amount, along with the fee, by a method reasonably acceptable to the City or the utilities will be shut off.

2. If not a resident at the service location, notice will be given by other means, including personal delivery, email or otherwise, and notice shall also be given as required by RCW 35.21.217[5][a].

SECTION II: In the event a patron of the utility system tenders a payment in any form other than cash in the satisfaction of an obligation to the City, payment shall not be deemed to be completed until that transfer of funds has been paid.

SECTION III: As to any account upon which a payment has been made by a negotiable instrument, whether that instrument be a check, or share draft, by authorization for electronic transfer or otherwise, in the event any such payment is returned to the

City as not paid as a result of insufficient funds or any other reason, including the provision of inaccurate or inadequate information,, there shall be assessed and collected a charge which shall be the greater of Thirty-two Dollars (\$32.00) or the amount actually imposed by the financial institution or entity to which the returned payment was tendered. This imposition shall be in addition to the original obligation and any penalty or interest which may accrue as a result of a delinquency or late payment.

SECTION IV: The provisions of this Resolution shall be in effect immediately upon adoption.

SECTION V. Resolution 223 shall be repealed as of the date of adoption of this resolution: PROVIDED THAT, such repeal shall not affect the validity of any charges assessed for dishonored payments which occurred prior to this adoption

PASSED THIS _____ day of DECEMBER, 2016, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of December, 2016.

CITY OF McCLEARY:

BRENT SCHILLER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

RESOLUTION - 5
12-8-16
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

RESOLUTION NO. _____

IN THE MATTER OF DELEGATING TO THE MAYOR AND
DIRECTOR OF PUBLIC WORKS AUTHORITY TO
LEGALLY BIND THE CITY OF McCLEARY FOR THE
SOLE PURPOSE OF REQUESTING FEDERAL
REIMBURSEMENT OF CERTAIN EXPENDITURES.

R E C I T A L S

1. The Mayor, Brent Schiller, has been elected by the
citizens of the City and the Director of Public Works, Todd Baun,
have been duly confirmed by action of the McCleary City Council
in accordance with RCW 35A.12.190 which includes, as to the
Mayor, management authority for the entire City, and, as to the
Director, the same authority as to Public Works.

2. The Federal Highway Administration, through the State,
authorizes federal transportation funding to the City for
transportation projects.

3. The Code of Federal Regulations, 2 CFR 200.415(a) has
been revised to ensure that final fiscal reports or vouchers
requesting payment under Federal agreements must include a
certification, signed by an official who is authorized to legally
bind the non-Federal Agency.

4. The Mayor of the City executes all Federal grant funding agreements and supplemental agreements.

5. In order to seek timely reimbursement for proper expenditures related to the Federally funded grant projects, the City Council of the City of McCleary delegates to the person elected as Mayor, as well as the person appointed as the Director of Public Work, the authority to legally bind the City of McCleary solely for the purpose of requesting Federal Grant reimbursement.

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

SECTION I: For the purposes of requesting reimbursement for Federally funded transportation projects, either the Mayor or Director of Public Works shall be delegated authority pursuant to CFR 200.415(a) to legally bind the City in furtherance of the intent of this resolution.

SECTION II: The persons duly elected as Mayor or appointed as the Director of Public Works shall be authorized to sign all grant reimbursement vouchers for grant funded transportation projects on behalf of McCleary.

PASSED THIS _____ DAY OF _____, 2016,
by the City Council of the City of McCleary, and signed in

authentication thereof this _____ day of _____,
2016.

CITY OF McCLEARY:

BRENT SCHILLER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

RESOLUTION - 3
12/8/16
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557