



McCleary City Council

AGENDA

May 13, 2015

7:00 City Council Meeting

- **Flag Salute**
- **Roll Call**
- **Public Comment**
- **Public Hearings**

- **Minutes:** - Approval (Tab A)

- **Mayor's Comments:** - Discussion

- **Staff Reports:**
 - Dan Glenn, City Attorney (Tab B)
 - Todd Baun Staff Report (Tab C)
 - Staff Reports (Tab D)

- **Old Business:**
 - Safety and Accident Prevention Program Policy Adoption (Tab E)
 - Mini Excavator with Mower Attachment Purchase (Tab F)

- **New Business:**
 - Wildcat Drive Speed Limit Change (Tab G)
 - Set Public Hearing for 6 Year Street Plan (Tab H)
 - FOP Settlement (Tab I)
 - Grays Harbor County Sheriff's Contract (Tab J)
 - Chehalis Tribal Jail Contract (Tab K)

- **Ordinances:** -

- **Resolutions:** -

- **Approval of Vouchers**
- **Mayor/Council Comments**
- **Public Comment**
- **Executive Session**
- **Adjournment**

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

Please Turn Off Cell Phones – Thank You

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CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, April 22, 2015

ROLL CALL AND FLAG SALUTE	Councilmember's Reed, Schiller, Catterlin, Ator and Peterson.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Todd Baun, Wendy Collins, George Crumb, Dan Glenn, Randy Bunch and Paul Nott.
PUBLIC COMMENT	<p>Sue Portschy said she found a letter at the post office that was not signed. It had ideas for the upcoming town hall meeting and it was printed on City of McCleary letterhead. Mayor Dent said it was not produced by the City. Ms. Portschy then commented on the letter Mayor Dent wrote and said she wants to keep the police department in McCleary but thinks there should be cuts on everybody that works for the City, including the Council, and not just the police. She was just told about the possibility of merging with the City of Elma's Police Department and she believes that may be a better deal than what the Sheriff will give us.</p> <p>Gary Atkins reiterated his request for the Council to establish some type of business licensing for the City. He also addressed the letter the Mayor wrote. He said we are now back to scare tactics with no facts. He said the comment the Mayor made about Councilmembers trying to get people fired was hitting below the belt. The letter did not offer any solutions to the shortfall. Mr. Atkins contacted the auditor's office and they told him that no money can be transferred between funds unless it's a loan, which would have interest. Mayor Dent said he contacted the auditor's office today too. Mr. Atkins asked why we doesn't merge with Elma and become one police department. He said there was no problem sending our court to the County so why can't we send our police department to Elma? He said he spoke to the Chief of Police and she said if Mayor Dent would reach out to them, they would be willing to talk it over.</p> <p>Dan Glenn told Mr. Atkins that he spoke to the Elma Chief of Police and she denied that she talked that way to Mr. Atkins and she said they have not spoken since and Mr. Atkins said, "you would be surprised" and then he stated that Mayor Osgood wants to discuss this but doesn't want to step on Mayor Dent's toes. He said the problem is we need an attorney that wants to represent McCleary. Dan Glenn said he wants the Council to know that what Mr. Atkins is representing to them tonight, and two weeks ago, is absolutely incorrect. Mr. Atkins said the Elma Police Chief told him he could quote her, and he did quote her verbatim, because he wrote everything down.</p> <p>Helen Hamilton asked how the City proposes to pay for the storm pond maintenance and will any of the rate payers have to pay for it. Mayor Dent said it is currently being handled by Todd Baun.</p>
MINUTES APPROVED	It was moved by Councilmember Peterson, seconded by Councilmember Reed to approve the minutes from the April 8, 2015 meeting. Motion Carried 5-0.
CITY ATTORNEY REPORT	<p>Dan Glenn provided a written report for the Council. Mr. Glenn spoke to the representative of the current bank who owns Cedar Heights. They discussed resolutions to resolve the problems, which included transferring the pump station site to the City, and transferring to the owners (HOA), the storm pond and the other parcel. They discussed fiscal information provided by Todd Baun, in terms of what it would take to bring the pond into compliance. The bank representative will discuss these options with his counsel and will contact Mr. Glenn at a later date.</p> <p>Mr. Glenn reported the ponds for Summit II continue to be in the name of the original developer, Todd A. Hansen, Inc. He discovered that none of the accrued taxes have been paid. Ms. Burgess, the attorney for Mr. Hanson, indicates she was not aware of this situation and will be contacting her client.</p> <p>Dan Glenn said the approach for medical care with the Chehalis Tribal Jail Service Contract would be handled within the tribal facility, which is included in the fifty dollar per day cost.</p>
MAYOR'S COMMENTS	None.
DIRECTOR OF PUBLIC WORKS REPORT	Todd Baun reported there will be paving around the Beehive Retirement Home taking place over the next couple of months. He also reported there will be some changes coming to the property where the Sterling Bank used to be but he cannot elaborate at this time.

STORM POND DISCUSSION	Tabled.
ACCIDENT PREVENTION DISCUSSION	The Council considered adopting the draft plan. After discussion, including comments made by Paul Nott about the importance of knowing what is in the large and complex document, they decided to hold off and withdraw the motion until the next meeting. This should give them time to thoroughly review it. Mr. Nott emphasized there is an obligation for the City to provide protection equipment for specific jobs and by passing this, the Council is agreeing to the additional expense and accommodation for the required guidelines. He complimented Todd on the hours he invested on reviewing and preparing the plan. Mayor Dent said he understands there will be additional cost involved. The Council wants an electronic copy emailed to them to review instead of printed copies.
GHC JAIL CONTRACT AMENDMENT	Tabled.
TRAIN SHELTER AND COMMUNITY CENTER ROOF REPLACEMENT	It was moved by Councilmember Catterlin, seconded by Councilmember Peterson to award the replacement of the train shelter roof to the lowest bidder, Ron Pittman Construction, in the amount of \$5,085.40 and also for the replacement of the community center roof for \$6,632.16. Both amounts include tax. Motion Carried 5-0.
MINI EXCAVATOR WITH MOWER ATTACHMENT PURCHASE	Todd Baun requested the purchase of a mini excavator with a mower attachment. The cost will come out of the light and power, stormwater, water and sewer operating funds. Councilmember Schiller asked if we have the money for this purchase and what the Finance Committee thinks. He said he doesn't even know if the Finance Committee has met at all this year and what the state of the financials are. Councilmember Catterlin told him the Finance Committee just met on Monday. It was moved by Councilmember Catterlin, seconded by Councilmember Reed to authorize the purchase of a mini excavator with mower attachment, not to exceed the budgeted amount of \$60,000. Motion Carried 5-0.
SEWER MAINTENANCE EQUIPMENT PURCHASE	It was moved by Councilmember Peterson, seconded by Councilmember Catterlin to authorize the purchase of a push camera with a 200 foot reel, a monitor with two batteries and charger, a cable cleaning machine, and a locator from Ballard Industrial for the cost of \$14,836.28, including tax. Motion Carried 5-0.
APPROVAL OF VOUCHERS	Accounts Payable vouchers/checks approved were 39417 - 39485 including EFT's in the amount of \$202,399.31. Payroll checks approved were 39281 - 39413 including EFT's in the amount of \$223,608.00. It was moved by Councilmember Ator, seconded by Councilmember Reed to approve the vouchers. Motion Carried 5-0.
PUBLIC COMMENT	Councilmember Catterlin said he met with Councilmember Reed, Todd Baun and Wendy Collins, all members of the Finance Committee, to review the state of the budget. Everything looks normal except for the law enforcement section. According to projections, the police will run out of funding by July. Resident, Tom Macklin, wanted to say he is leaving town and his experience here has been the worst experience he's ever had. He said the police department is incompetent in slamming business owners, ruining his reputation with his customers, and letting assaults go on without punishment. He said this is unheard of. He said he was arrested for disorderly conduct without saying a word and has been confronted and threatened by another community member. Before leaving the meeting, he said he will be suing the City. Mayor Dent called for the meeting to be adjourned. Councilmember Schiller asked the audience if they really wanted to adjourn and go home when it's only 7:35. He said the City has problems and we shouldn't just go home. Gary Atkins wants to know where the money is going to come from to fund the police. He said neighbors are fighting with each other over this and it's been helter skelter for over a year with turmoil and chaos. Mayor Dent said the money will come from a variety of sources but they are still being investigated.

Councilmember Schiller agreed that Mr. Atkins brings up a good point. He said he's asked numerous times for a plan from the City. He's asked George for a year for a plan. He's asked John Graham for a plan and even Mayor Dent for a plan. Nobody has a plan but it's okay for the Mayor to send out a letter bashing three of the Councilmembers for trying to save the City from financial destruction. He said Mayor Dent hammers them but can't provide one of these people a sound solution of how to save the police department, which he believes all three of them would be in support of, if there was a plan. He said the Mayor keeps saying we need to keep the police but cannot back it up with one idea or solution. He said to Mayor Dent, "give us a plan now" because he's been asking for two years.

Mayor Dent said that given Councilmember Catterlin's statements, he will look into the police budget more deeply and quickly. Councilmember Schiller said that sounds great but why does he have to send letters out to the "Concerned Citizen's of McCleary" bashing the three guys that are trying to come up with a plan. He said for two years he has asked the Mayor and Chief Crumb for a plan and they have provided nothing.

Chief Crumb asked what type of plan can he come up with for three guys. He asked how much more do you want to cut us? Councilmember Schiller asked George why he had to go talk to his officer about funding? He said it's because George can't figure it out because he can't manage for nothing. Mayor Dent told George to stop.

Councilmember Schiller addressed the crowd and said they, the Council, supports the police but nobody has come up with an idea or solution to help them support the police. He said they haven't signed a County contract yet and haven't run to the City of Elma. He said they've talked this thing over and over and then Mayor Dent sends letters to stir the pot and takes attention away from the budget. We are coming to a time when we're going to slam into a wall head-first and then we will be stuck in a position that won't be good for any party; the police, the citizens, the City, the County or anyone. The City has not provided any plan whatsoever of how to provide the police department. None of the Council has received anything on what the Mayor's plan is.

Gary Atkins said he is confused because he was told the City can't take money from light and power but then the letter the Mayor sent out says he will take money from other funds to support the police. Mayor Dent said that has to do with the State Auditor's Office. He said there has to be certain steps you have to go through in order to take money from another fund. Mr. Atkins agreed and said it has to be a loan and we have to pay interest and he wants to know how much interest we would have to pay. He asked the Mayor how we can pay that back. Mayor Dent said right now we don't owe them anything and Mr. Atkins said we are going to if, according to your letter, you are going to take \$150,000 that you have the right to take and go pay them. Mayor Dent said that relates basically to current expense.

Gary Atkins read the Mayor's letter out loud to the audience.

Mayor Dent responded to the comment he made in the letter that referred to \$100,000 that is available from another fund. He said that we have a fund that has \$100,000 in it and it is overseen by a committee that is governed by four other citizens that we can take money out of for our police department. The committee is made up of citizen's, Mayor Dent and Mayor Pro Tem Ator. He said it is a fund in light and power that cannot be used for the light and power department. He added that the fund's dispersal is to save jobs.

Gary Atkins asked the Mayor that if saving jobs is what is important, then why is he not reaching out to our neighboring community and trying to merge? Mayor Dent said maybe he should look at lowering the numbers of people employed at the City other than just the police. Mr. Atkins responded saying if he lowers the number of people working here, how does that help the police when they are all funded from other funds.

Mayor Dent said the reality is that Elma is going to have to run a levy for \$600,000. Dan Glenn said it is a \$250,000 levy. Mayor Dent said it originally was for \$600,000 and added that they are depending on the levy to save their police department. Gary Atkins said if we merge with Elma, we would both win. Mayor Dent said he hasn't ruled that out and he is not going to argue with Mr. Atkins about it. Gary Atkins said he is not arguing, he is commenting that there are never any facts in these meetings. For instance, he said the Mayor just used a figure of \$600,000 and Dan Glenn had to correct him. Dan Glenn spoke up and said the comment period is lapsed. Councilmember Schiller said he is not done talking about this.

Councilmember Catterlin asked everyone to think about something. He said if \$100,000 was taken from the REED fund, and used for law enforcement, that will only last about two months and it will be gone. Is that really the best way to spend City money? It's like kicking a can down a very short road. That money is supposed to be for the purchase of something that will benefit the City for a long-term benefit for the people of McCleary. We will extend this for two months and be back in the same place we are in right now. Mayor Dent said that doesn't prevent us from running another levy and he has certain privileges to move certain amounts of money in significance. Gary Atkins responded saying we already did a levy and the Mayor didn't get his way so we are going to run another levy and drag it out for another year and now we are down to crunch time.

Brenda Orferr said the issue around law enforcement is a very emotional and spirited debate. She went on the website and put it on the proposed agenda that Councilmember Schiller is trying to put together. There needs to be a realistic outlay of options of what are the real cost of maintaining the police department, and for contracting out the police department. She asked the Council to put their personal feelings aside and take a fresh look at this from another perspective. We have to be concerned about now, but also ten and twenty years from now. We have to find out what is the vision for the City. She said we elected you and we want you to lead our City but we have to do that honestly, openly and objectively. She had not seen the Mayor's letter prior to the meeting and believes we should leave our personal feelings and specific references of certain people out of it. She thinks the levy failed last year because there were two options instead of one.

Gary Atkins thinks it failed because people don't want to pay more taxes. Mrs. Orferr didn't agree. She said this conversation feels like we are in a boat and everyone is rowing different ways. We all need to get together and row in the same direction and work together.

EXECUTIVE SESSION

None.

MEETING ADJOURNED

It was moved by Councilmember Reed, seconded by Councilmember Ator to adjourn the meeting at 7:50 pm. The next meeting will be Wednesday, May 13, 2015 at 7:00 pm. Motion Carried 5-0.

Mayor Gary Dent:

Clerk-Treasurer Wendy Collins:

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary

FROM: DANIEL O. GLENN, City Attorney

DATE: May 11, 2015

RE: LEGAL ACTIVITIES as of May 13, 2015

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.

First, I apologize for the delay in providing this. I am out of the area at this stage and contact is not as easy as it is when one is at one's office.

1. **CHEHALIS TRIBAL CORRECTIONAL SERVICES AGREEMENT:**

A. Current Status: Here there has been very positive and prompt communications. It is my understanding that you have been provided a copy of their proposed contract. The scope of services provided under that contract, including the most recent communication received from the Director of the Corrections Department in relation to basic medical care, is both more extensive in services provided to the confined persons than that which is currently in place with the Sheriff's Office and less expensive in cost. This is especially true since the true since the most recent proposed version eliminates any discount for prepayment.

I would note that the primary concern I had was in relation to the jurisdictional matter of all disputes being required to be processed through the Tribe's judicial system. Since other of their contracts provided an different pattern,

including the use of the State Superior Courts, I made contact with Ms. Delamater, the Corrections Director, on the matter. She referred the matter to Mr. Tiam. He has been in contact and has indicated a willingness to work out a mutually acceptable alternative. We will discuss this but it does not appear to be a problem which will not be solved.

B. Necessity of Clarity Now, the negative side/risk which arises if the City enters into the current proposed contract for police services provided by the Sheriff. While the modified version of the Sheriff's Services contract specifically allows other correctional facility contracts, in reality I do not have comfort with clarity on the willingness of the Sheriff's Office to transport and book individuals arrested by the deputies at the facility outside of Oakville. Why? The experience we have had in terms of being assured by the District Court Administrator that the Sheriff's staff would bring McCleary prisoners from the Jail to the Court without additional cost and then, after the contract is signed, being told by the Sheriff's Office that they would not transport the 75 feet without charging the City, which is what they have commenced doing. I raised the matter to the Commissioners and we have been told that is the way it is going to be. Thus, this matter needs to be addressed in writing so if you opt to go with the Sheriff's services and the Tribal jail services, we do not find that we have a "hole" in the contract under which you are charged a significant amount by the Sheriff's office for the additional "service" of transporting a prisoner to the Tribal facility.

C. Recommendation: Take no action on the matter until [1] I complete the discussions with Tribal counsel about the jurisdictional matter and [2] the terms related to such usage are dealt with specifically in the Sheriff's proposed agreement.

2. **SHERIFF'S UPDATED PROPOSAL** Ms. Collins provided me with a copy of the updated version of the proposal late Friday morning. Given the schedule of the tour upon which Carleen and I are on, I have not yet had a full opportunity to review it.

A. General Comments: My initial take is that really this updated version does not make any significant improvement in assured benefits to be received by the City and its

citizens in exchange for the moneys paid and property transferred. I have expressed the issues I felt to be present in an earlier Report.

From my standpoint as the City Attorney, one of the unfortunate and, for me, unusual situations is that for the first time in my representation of the City I have not had the opportunity to make comments during the discussions leading to these drafts in relation to one of the most important services a City provides to its citizens nor discuss them with the Deputy Prosecutor involved in the discussions and preparation of the drafts. Thus, unlike my usual approach, I can not provide you a summary of the steps through which the development went. Obviously, if you feel that such a summary would provide a better understanding of how it reached its current status, that could be requested from the representative of the Sheriff's Office who might be attending this meeting.

As it stands now, I would not recommend execution of the agreement. One reason is obviously the concern as to making clear in a written form the County's position in relation to the use of the Tribal Correctional facility. However, the primary reason, in my opinion, is the lack of realistic connection between the moneys and properties to be paid, provided, or transferred to the County under the agreement when matched with what is promised to be provided. For instance,

1. The transferral of the two patrol vehicles upon which the City is making the final payment this year for a \$12,000.00 credit. Since it is my memory that the final payment on these vehicles which is to be made this year far exceeds that amount, if you were to decided to go ahead might it not be more beneficial to seek to sell the vehicles to other agencies?

2. The level of services to be provided is to be the same as provided to the unincorporated areas. First, is this level of services desired? Second, how does the cost per person with that being paid by the citizens in the unincorporated areas? (That requires combining two monetary sums: The first is taking the \$225,000.00 and dividing it by the City's population of 1,655 & which means something over

\$130.00 per person and adding to it the amount of the real estate taxes collected from properties within the City and retained by the County and then used to fund the Sheriff's Office. Wendy can provide you figures on this element.) It may be more or less but it would seem appropriate to determine the economic reality of the cost allocation since, as indicated the commitment is to provide you the same level of service as those in the unincorporated areas receive.

B. Jail Services: I have referenced this situation in the earlier section. Given the concurrence of the Chehalis Tribal discussions and this discussion, I did note the formal allowance of alternative correctional facilities. Of course, it is my opinion that right was present in the original draft since it did not require the city to have an exclusive contract with the County. I have indicated what, in my opinion, the City needs to have formally clarified before making a decision on either.

3. THE LEGISLATURE: As you are all aware, the Legislature has been in session. What is relatively clear is that a major goal has been to retain as much revenue for use in funding State programs as possible. That has impacts upon cities, including Oakville, in a variety of manners. Mr. Thompson's Department would be one feeling the shifting of funds most directly. AWC has been working hard at convincing the legislators to recognize the impacts upon local government. That being said, we will not know how things will end until the Legislature's session or any extension thereof ends and the Governor's period to sign or veto bills expires.

If you are not receiving the AWC Legislative Bulletins, I would suggest that you talk to Ms. Collins as to implementing the steps necessary to get on the email list.

4. SAFETY & ACCIDENT PREVENTION STANDARDS POLICY: It is my understanding it is Director Baun's understanding that the policies set forth in the document prepared by him are required by the State. If that is the situation, the fact that the City might choose to not formally adopt a resolution setting them out would not affect their applicability. If the State's mandated standards required the purchase of a

particular piece of equipment, to fail to do so could expose the City to penalties imposed by DLI. It might also expose the City to a claim for liability if someone is injured due to a failure to comply with them.

In light of those facts, in the absence of an indication that there is some exemption which makes the standards inapplicable to the City, I would recommend adoption and implementation.

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 Dent
From: Todd Baun, Director of Public Works
Date: May 8th, 2015
Re: Current Non-Agenda Activity

Beehive Paving Project

The Beehive has performed grading and paving around their facility at 6th and Maple Street. The project turned out great and is a good improvement in the area.

Maple Street Water Line Replacement

The Public Works crew will be starting a water main replacement on Maple Street between 4th and 5th Streets. The crew will be replacing an existing 2" metal line with new 8" PVC line.

Power Crew Cut Over Work

The Light and Power crew is still working on the cutover project. They will be finishing work on Simpson Ave in the next few weeks and then moving to Maple Street.

Downtown Flower Beds

We are cleaning up the flower beds downtown. We are going to be adding grass to make it easier to maintain. Currently we spend a lot of time weeding these flower beds and we feel that mowing grass will save us time in maintaining the beds. We also believe that it will make downtown look cleaner.

Grays Harbor County Hazard Mitigation Plan

Grays Harbor County Department of Emergency Management is looking to have a multi-jurisdictional process to complete/update a hazard mitigation plan. I have attached the letter of agreement and expectations for your review. I will also put this agreement on the agenda for the May 27th meeting.

Grays Harbor County Hazard Mitigation Plan

MULTI- JURISDICTIONAL MITIGATION PLAN **LETTER OF AGREEMENT**

THIS AGREEMENT is made and entered into by and between Grays Harbor County Department of Emergency Management and _____ committing the jurisdiction's participation in the process to review, amend, and update a Multi-Jurisdictional Hazard Mitigation Plan, formalizing the planning process, and establishing a Hazard Mitigation Planning Committee providing for a public involvement process and setting a schedule for completion, pursuant to the Disaster Mitigation Act of 2000 (44 CFR 201.6).

WHEREAS, the Federal Disaster Mitigation Act of 2000 requires that for all disasters declared on or after November 1, 2004, local and tribal government applicants for sub-grants following any disaster, must have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receipt of Hazard Mitigation Grant Program project funding; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 requires that for Hazard Mitigation Grant Program project funding on or after November 1, 2003, local and tribal government applicants must have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receipt of project funding; and

WHEREAS, the _____ in partnership with other entities including Grays Harbor County, is participating in the review, amendment, and update of an existing Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, the local mitigation plan represents the commitment of jurisdictions to reduce risks from multiple hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards, and is in the public interest to proceed with the multi-jurisdictional grant application and planning process in a timely manner; and

WHEREAS, an open public involvement process is essential to the development of an effective plan, and the process will be coordinated with affected jurisdictions, agencies, businesses, academia and other private and non-profit interests in the county to insure a comprehensive approach to mitigating the effects of natural disasters; and

WHEREAS, the plan shall include documentation of the planning process and a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses, sufficient to enable each jurisdiction to identify and prioritize appropriate mitigation actions, a detailed mitigation strategy that provides the blueprint for reducing the potential losses identified in the risk assessment, a five-year cycle for plan maintenance, and documentation of formal adoption by each participating jurisdiction; and

THEREFORE, is mutually agreed that

- 1) The jurisdiction of _____ authorizes participation in a Multi-Jurisdictional Hazard Mitigation Plan review, amend, and update process;
- 2) That the planning process be organized to prepare the plan through a Hazard Mitigation Planning Committee composed of public representatives and staff from those jurisdiction departments that will be implementing the majority of the plan's recommendations;
- 3) That the public be involved through invitation to comment during the planning process using a variety of means such as public meetings, public information activities, and written comments;
- 4) That a draft plan will be presented to each jurisdiction for consideration and action;
- 5) That the process be concluded by the end of the grant agreement.

Signature: _____

(Jurisdiction)

Date: _____

Signature: _____

Charles Wallace
Grays Harbor Department of Emergency Management

Date: _____

PLANNING PARTNER EXPECTATIONS

ACHIEVING DMA COMPLIANCE FOR ALL PLANNING PARTNERS

One of the goals of the multi-jurisdictional approach to hazard mitigation planning is to achieve compliance with the Disaster Mitigation Act (DMA) for all participating members in the planning effort. There are several different groups who will be involved in this process at different levels. In order to provide clarity, the following is a general breakdown of those groups: the planning team, which is customarily the Bridgeview Consulting Team and those actually responsible for the plan's written development; the Steering Committee, which represent members from the planning partnership that serve as the oversight body, assuming responsibility for many of the planning milestones prescribed for this process to help reduce the burden of time required by each planning partner; the planning partners are those jurisdictions or special purpose districts that are actually developing an annex to the regional plan; and the planning stakeholders, which are the individuals, groups, businesses, academia, etc., from which the planning team gains information to support the various elements of the plan.

DMA compliance requires that participation be defined in order to maintain eligibility with respect to meeting the requirements which allow a jurisdiction or special purpose district to develop an annex to the base plan. To achieve compliance for *all* partners, the plan must clearly document how each planning partner that is seeking linkage to the plan participated in the plan's development. The best way to do this is to clearly define "participation". For this planning process, "participation" is defined by the following criteria:

- ✓ **The Estimated level of effort.** It is estimated that the total time commitment to meet these "participation" requirements for a planning partner not participating on the Steering Committee would be ***approximately 40 hours over the nine (9) to 12 month period.*** Approximately sixty percent of this time would be allocated to meeting items F through L described below. This time is reduced somewhat for special purpose districts.
- ✓ **Participate in the process.** As indicated, it must be documented in the plan that each planning partner "participated" in the process to the best of your capabilities. There is flexibility in defining "participation," which can vary based on the type of planning partner (i.e.: City or County, vs. a Special Purpose District) involved. However, the level of participation must be defined at the on-set of the planning process, and we must demonstrate the extent to which this level of participation has been met for each partner. This planning process may elect to utilize a Steering Committee that will assume responsibility for many of the planning milestones prescribed for this process to help reduce the burden of time required by each planning partner. This committee will be representative of the whole body. This committee will meet periodically (frequency to be determined by the committee) throughout the process and provide direction and guidance to the planning team. Steering Committee meetings are not mandatory meetings for

Planning Partner Expectations

Grays Harbor County Multi-Hazard Mitigation Plan-Update

all planning partners. If you are not on the committee, your attendance is not mandatory at every meeting; however, it is our hope that all planning partners will attempt to remain engaged with this process. The planning team will also request support from the partnership during the public involvement phase of the planning process. Support could be in the form of providing venues for public meetings, attending these meetings as meeting participants, providing technical support, etc.

- ✓ **Duration of planning process.** This process is anticipated to take nine (9) to 12 months to complete (not including state and FEMA review). It will be easy to become disconnected with the process objectives if you do not participate in some of these meetings to some degree.
- ✓ **Facility Update.** One option for this planning effort will be the opportunity to identify critical and essential facilities. Each planning partner will be requested to update their facilities list for use during the risk assessment. If the list is not updated, Hazus default data will be utilized. Updating this list provides a much more detailed analysis.
- ✓ **Consistency Review.** All planning partners will be asked to identify their capabilities during this process. This capability assessment will require a review of existing documents (plans, studies and ordinances) pertinent to each jurisdiction to identify policies or recommendations that are consistent with those in the “base” plan or have policies and recommendations that complement the hazard mitigation initiatives selected (i.e.: comp plans, basin plans or hazard specific plans).
- ✓ **Action/Strategy Review.** All previous planning partners will be required to perform a review of the strategies from their respective prior action plan to: determine those that have been accomplished and how they were accomplished; and why those that have not been accomplished were not completed. Note – even if your plan has expired, it is still considered an update, and not a new plan. The planning team will be available to assist with this task.
- ✓ **Plan must be adopted by each jurisdiction.**

One of the benefits to multi-jurisdictional planning is the ability to pool resources. This means more than monetary resources. Resources such as staff time, meeting locations, media resources, technical expertise will all need to be utilized to generate a successful plan. In addition, these resources can be pooled such that decisions can be made by a peer group applying to the whole and thus reducing the individual level of effort of each planning partner. If the planning partnership elects to proceed in this fashion, this will be accomplished by the formation of a steering committee made up of planning partners and other “stakeholders” within the planning area. The size and makeup of this steering committee will be determined by the planning partnership during our kick-off meeting. This body will assume the decision making responsibilities on behalf of the entire partnership. This will streamline the planning process by reducing the number of

Planning Partner Expectations

Grays Harbor County Multi-Hazard Mitigation Plan-Update

meetings that will need to be attended by each planning partner. The assembled Steering Committee for this effort will meet regularly on an as-needed basis as determined by the planning team, and will provide guidance and decision making during all phases of the plan's development.

With the above participation requirements in mind, each planning partner will be asked to aid this process by being prepared to develop its own section of the plan. To be an eligible planning partner in this effort, each Planning Partner will be asked to provide the following:

- A. A "Letter of Intent to participate" or Resolution to participate to the Planning Team (see exhibit A).
- B. Designate a lead point of contact for this effort. This designee will be listed as the hazard mitigation point of contact for your jurisdiction in the plan.
- C. Identify their hourly rate of pay for this point of contact, which will be used to calculate the in-kind match for the grant that is funding this project.
- D. Approve the Steering Committee (if the planning partnership elects to utilize the Steering Committee method).
- E. If requested, provide support in the form of mailing list, possible meeting space, and public information materials, such as newsletters, newspapers or direct mailed brochures, required to implement the public involvement strategy developed during this planning process.
- F. Participate in the process. There will be many opportunities as this plan evolves to participate. Opportunities such as:
 - a. Steering Committee or Planning Team meetings
 - b. Public meetings or open houses
 - c. Workshops/ Planning Partner specific training sessions
 - d. Public review and comment periods prior to adoption

At each and every one of these opportunities, attendance will be recorded. Attendance records will be used to document participation for each planning partner. Thresholds will be established as minimum levels of participation at the initial kick-off meeting. While attendance at every meeting will not be practical, each planning partner should attempt to attend as many meetings and events as possible, but must attend the minimum established.

- G. There will be **mandatory** workshops that all planning partners will be required to attend. These workshops will cover specific items, one of which will be the proper completion of the jurisdictional annex template which is the basis for each

Planning Partner Expectations

Grays Harbor County Multi-Hazard Mitigation Plan-Update

partner's jurisdictional chapter in the plan. Failure to have a representative at these mandatory workshops will disqualify the planning partner from participation in this effort. The scheduling for these workshops will be far enough in advance to allow the planning partners to attend.

- H. In addition to participation in the mandatory workshops, each partner will be required to complete their annex document, and provide it to the planning team in the time frame established. Technical assistance in the completion of these annexes will be available from the planning team, but the actual writing of the annex document is the responsibility of each planning partner. Failure to complete your annex in the required time frame *may* lead to disqualification from the partnership.
- I. Each partner will be asked to perform a "consistency review" of all technical studies, plans, ordinances specific to hazards to determine the existence of any not consistent with the same such documents reviewed in the preparation of the County (parent) Plan.
- J. Each partner will be asked to review the Risk Assessment and identify hazards and vulnerabilities specific to its jurisdiction. Contract resources will provide the jurisdiction specific mapping and technical consultation to aid in this task, but the determination of risk and vulnerability will be up to each partner (through a facilitated process during one of the mandatory workshops).
- K. Each partner will be asked to review and determine if the mitigation recommendations chosen in the parent plan will meet the needs of its jurisdiction. Projects within each jurisdiction consistent with the parent plan recommendations will need to be identified and prioritized, and reviewed to determine their benefits vs. costs.
- L. Each partner will be required to create its own action plan that identifies each project, who will oversee the task, how it will be financed and when it is estimated to occur.
- M. Each partner will be required to formally adopt the plan.

Planning tools and instructions to aid in the compilation of this information will be provided to all committed planning partners. Each partner will be asked to complete their annexes in a timely manner and according to the timeline established during the initial planning meeting.

**** Note**:** Once this plan is completed, and FEMA approval has been determined for each partner, maintaining that eligibility will be dependent upon each partner implementing the plan implementation-maintenance protocol identified in the plan.

Planning Partner Expectations
Grays Harbor County Multi-Hazard Mitigation Plan-Update

Exhibit A
Example Letter of Intent to Participate

Grays Harbor County Hazard Mitigation Planning Partnership
C/O Bev O'Dea, Bridgeview Consulting, LLC.
915 No. Laurel Lane
Tacoma, WA 98406

Via email at: BevOdea@bridgeviewconsulting.org

Dear Grays Harbor Planning Partnership,

Please be advised that the _____ (*insert City or district name*) is committed to participating in the update to the Grays Harbor County Multi- Hazard Mitigation Plan. As the _____ (title, e.g., Chief Administrative Official) for this jurisdiction, I certify that I will commit all necessary resources in order to meet Partnership expectations as outlined in the "Planning Partners expectations" document provided by the planning team, in order to obtain Disaster Mitigation Act (DMA) compliance for our jurisdiction.

Mr./Ms. _____ will be our jurisdiction's point of contact for this process and they can be reached at (*insert: address, phone number and e-mail address*). We understand that this designated point of contact's time will be applied to the "in-kind" local match for the grant that is funding this project. To aid in the determination of this local match, we have determined that the hourly rate (base salary only - no benefits included) for our designated point of contact is \$_____ per hour. The funding source for our point of contact's position within our jurisdiction is _____ / is not _____ through federal funds. If it is through federal funds, what percentage of their salary is federally funded? _____%

Sincerely,

Planning Partner Expectations
Grays Harbor County Multi-Hazard Mitigation Plan-Update

Exhibit B
(Current) Planning Team Contact information

Name	Representing	Address	Phone	e-mail
Chuck Wallace	Grays Harbor County DEM	310 West Spruce Street Montesano, WA 98563	(360)-249-3911	cwallace@co.grays-harbor.wa.us
Beverly O'Dea	Bridgeview Consulting, LLC.	915 No. Laurel Lane Tacoma, WA 98406	(253) 301-1330	Bevodea@bridgeviewconsulting.org

Planning Partner Expectations
Grays Harbor County Multi-Hazard Mitigation Plan-Update

STAFF REPORT

To: Mayor Dent
From: Colin Mercer
Date: May 11, 2015
Re: April Building Department

Activities

- Submit copies of permits issued to Grays Harbor County Assessor's Office.
- High Definition Homes 1493 N Summit Road is ready for Final Inspection.
- The Beehive is in the finishing stage.
- 116 S 4th Street in progress waiting for final site work to be completed.
- 108 Summit Place Dr. Garage conversion to Day Care is complete and final inspected.
- 103 W Hemlock accessory structure in progress.
- 624 W Simpson Pole Garage with breezeway waiting to start. (Address correction from previous report)
- 414 S Main St addition in progress.
- 439 E Mommsen Road – Single family home has started the framing stage.
- Discussion with the Getting Spot tenant regarding items in the City ROW, he said he will be leaving town by the end of the week (4-24-15) gave him courtesy to move out contents.
- Right of Way Permit for 339 S Birch to Cascade Natural Gas to retire service line.

Nuisance Issues in Progress

- 525 W Maple, structure has been boarded up, waiting for bank to perform clean up.
- 221 S. Main St conditions have improved slightly after citation was issued.
- 118 E Pine – notified property owner about complaint of logs remaining on property and requested removal.

Nuisances Resolved

- 329 S 2nd Street – fence has been taken down by owner.
- 335 S 2nd Street – junk boat has been removed during spring clean up.

Conservation Program

Month	Applications Received	Conservation Permits Issued	Rebates Paid This Month	Total Rebates Paid To Date
March	1	1	\$70.00	\$22,390.80
April	1	1	\$0.00	\$22,390.80

Conservation Update:

A message was placed on the Utility Bills informing our customers that there is still time to take advantage of the conservation program, through Mid-September.


Building Department Activity

ACTIVITY	MONTHLY TOTALS	YEAR TO DATE TOTALS	ACTIVITY EXPLANATION
Customer Service	47	135	Answer building department related questions in person or by phone, meeting with potential applicants.
Building Permits Issued	5	9	Remodels, new construction & additions, both residential and commercial.
Plan Reviews Performed	0	2	Reviewing plans for building code and municipal code compliance.
Inspections Performed	9	22	Field inspections, writing of corrections or approving work.
Finals or Certificates of Occupancies	0	0	Performing of the final inspection & issuing of certificate of occupancy allowing use of the structure.
Complaints Received	1	4	Investigate and address citizen or staff reported issues, obtain resolution or acceptable compromise.
Nuisance Letters Sent	2	14	Formal notice from the City informing citizens of violations and providing expectation of the City for compliance.
Lemay's Garbage Letters Sent	2	12	Formal notice from City after notification from Lemay that service has been stopped.
Building Department Revenue	\$424.90	\$1,213.50	Funds generated by the Building Department from permits, inspections, reviews etc.

Comments:

STAFF REPORT

To: Mayor Dent
From: Paul Nott, Light & Power
Date: May 6, 2015
Re: March/April Report



	Monthly Statistics;	YTD Totals;
New Services;	1	1
System Outages;	1	1
Pole Replacements;	7	13
Maintenance Work Orders;	9	17
Billable Work Orders;	3	3

The month of May consisted of; One new service, one outage from weather, seven pole replacements and completion of previously started tasks.

The electrical re-design at the lift station has been completed. The fence has been installed at the substation and after approval of the APP Plan we should have everything finished that is required per the L&I consultation.

The Simpson metering project is very close to completion. Today actually the link should be established with ITRON and our server. Hopefully next month we will be completed.

The last couple of weeks we have been active around the Bee Hive changing out poles and completing cutover work prior to their asphalt project.

We just have one more job to finish on the West end of Simpson and we will be ready to cut over that area to the 12 KV substation.

We just received our DGA report for both substations and the 12 KV is "healthy" the 4 KV sub is starting to become questionable as noted in the preliminary report. I am still awaiting a final report to make some decisions. Fortunately, we do have a spare transformer on site and after the final report we may opt to change out the spare for the questionable transformer. More to come...

As always if you have any questions feel free to contact us...

In case of a power outage, please contact:

Light and Power Department 360-495-4533
City Hall 360-495-3667
Dispatch Non-Emergency 360-533-8765

Staff Report for McCleary Police Department

To: Mayor Dent
From: George M. Crumb, Chief of Police
Date: Friday, May 8, 2015
RE: For May 13, 2015 Council Meeting

SUMMARY OF POLICE INCIDENTS / ACTIVITIES:

The below listed information are calls or contacts received by McCleary Police Officers either generated by Grays Harbor County dispatch 911 service, citizen reports, call in reports, citizen contacts, US mail, or other officer generated incidents.

0745 Incident histories reported this year as of time of this report=213 Incidents Histories since 040815 report.

01-Assault(s)	03-Noise Complaints
27-Agency Assist(s)	00-No Valid Operator's License (NVOL)
00-Alcohol Offense	05-Police Information-, Protection Order Scv-
02-Audible Alarm	00-Public Works Assist
00-Abandon Vehicle	03-Parking Complaint
09-Animal Complaint(bite-1)	03-Police Referral
05-Burglary	26-Speeding Stops
00-Curfew Violation	00-Speed in School Zone
01-Citizen Dispute	13-Suspicious Person-/Vehicle-/Circumst-
06-Civil	08-Subject Stop
00-Court Order Violation	00-Sex Offense-0/Sex Offen Add Confirmation-
10-Citizen Assist	04-Suicide-0/Suicide Attempt-4
01-DUI	06-Traffic Offense-/Reckless-/Hazard-
07-Disorderly Conduct/Verbal/Threts	03-Theft Reports/Vehicle-(Shop lifter-)
03-Drug Incidents (VUCSA)	00-Traffic Accident
00-Death Report(s)	27-Traffic Stop
05-Domestic Violence/Verbal/Mal Mis.	02-Trespass
01-Extra Patrol Request	01-Vehicle Prowl-0/Prowler-0
06-Fire Responses	02-Warrant Service/Confirmation
02-Found/Lost Property Report(s)	00-Warrant Search
02-Fraud-1-Firearm-1 Compl-0	01-X-Patrol request
01-Fight	00-Warrant Arrest
05-Harassment-	02-Welfare Check
15-Medical	01-Weapons Offense
03-Juvenile Problem/Run-a-way	05-911 Open Line or Hang Up
02-Motorist Assist	03 -No classification-, or Unknown Problem-
02-Malicious Mischief	01-Wire Down
02-Missing Person-1/Found-2	

Discussion: Open.

(Incident Histories available)

Council Members Present: ALL.... Mr. Catterlin-Position 1, Mr. Reed-Position 2,
Mr. Peterson-Position 3, Mr. Schiller-Position 4,
Mr. Ator-Position 5.

Mayor Dent: Present / Not Present _____

Officer Reporting: Chief Crumb _____

STAFF REPORT

To: Mayor Dent
From: Kevin Trewhella, Water & Wastewater manager
Date: May 11, 2015

Thanks to the efforts of both Power and Light department and the Public Works crew a broken clean out was found and repaired stopping approximately 20,000 gallons a day from coming into the Waste Water Treatment Plant.

In March we spoke with The Beehive manager, whom reported to Todd Baun that the kitchen had been routed around their grease trap. He said he will be having the plumbing corrected. We are still waiting for that to be corrected.

Overall operations of both the water and waste water treatment plant is very good.

STAFF REPORT

To: Mayor Dent
From: Colin Mercer Webmaster
Date: May 11, 2015
Re: April Website

Re-Occurring Website Activities

- Council Agenda/Packet posted online.
- Council Minutes posted online.

New Website Activity

- Update Conservation pages with BPA changes.
- Upload new Conservation Applications based on BPA changes.
- Create and post Town Meeting Agenda Suggestion survey / questionnaire.
- Post a reminder about Spring Clean Up in the Garbage Utility page.
- Replaced the SEPA checklist with the updated 2014 version.
- Cemetery Updates.
- Update the link to the Timberland Regional Library.
- Upload Ordinance 808.
- Place a notice on the home page sidebar about using caution when walking near undeveloped areas around the city.

Additional Tasks

- Coordinate lighting project with the Director of Public Works.
- Print and distribute Town Meeting Agenda survey /questionnaire at the post office and library.

Website Comments:

Single Form Entry

First Name:	Gary
Last Name:	Atkins
Address:	[REDACTED]
City, State & Zip Code:	mccleary wa 98557
Email:	[REDACTED]
Comments:	<p>I have great concern for our community. I am asking for someone to step up and explain our game plan, to help this city grow.All the council members state in their bio's they want bussiness in our town, and more housing. But know one will share their game plan.The Mayor has been abscent and is unwilling to work with the community to resolve the police issue .We as citizens , don't like being in the dark. SHARE YOUR PLANS AND WE WILL SUPPORT YOU. KEEP US IN THE DARK AND WE WILL FIGHT YOU.The town officals need to stop passing the buck.We need messes cleaned up in a timely matter,a Good leader always explains himself and gets his troops to back him and follow him in battle .I am fed up with the term its personal about the police. It is not personal. what choices do we as a town have.I wish I could be on the council. Please Mayor Dent Call me . Lets discuss the issues at hand. In fact I would like to meet with you and the cheif and any council member for a sit down meeting . I want to support my Mayor and council members .But at this time I feel this is Inpossible . Do to the lack of out reach from your Department.</p>
Consent:	Yes - you may share my name and comments with the media.
Entry Date:	3/31/2015 12:01:11 PM

Single Form Entry

First Name: Helen
Last Name: Hamilton
Address: [REDACTED]
City, State & Zip Code: McCleary, Wash. 98557
Email: [REDACTED]
Comments: On Collin's recent report yeah for 221 So Main. 628 w. Simpson is not the address according to GH County? Thank you; Helen
Consent: Yes - you may share my name and comments with the media.
Entry Date: 4/8/2015 5:29:17 PM

Single Form Entry

First Name: Walter
Last Name: Nervik
Address: [REDACTED]
City, State & Zip Code: [REDACTED]
Email: [REDACTED]
Comments: Hello: Please consider banning the use of toxic receipts in grocery stores. They are tainted with a chemical called BPA and it can be health threatening. Thank you for your time.
Consent: Yes - you may share my name and comments with the media.
Entry Date: 4/9/2015 6:43:40 PM

Single Form Entry

First Name: richard
Last Name: bundy
Address: [REDACTED]
City, State & Zip Code: mccleary
Email: [REDACTED]
Comments: After reading your council meetings minutes it seems there is a funding problem for the police department, I recommend a security patrol for the city people impowered to enter private property for observation purposes only while waiting for the county sheriff to arrive, this type of service would cost less than a police force and has the effect of a safety patrol for the city.
Consent: Yes - you may share my name and comments with the media.
Entry Date: 4/15/2015 4:31:52 PM

Website Traffic April 1, 2015 through April 30, 2015 (Top visited pages shown only)

Section	Page Views	Percent of Total
Default Home Page	4125	30.61%
Events Calendar	819	6.08%
Agendas and Minutes	683	5.07%
City Jobs	544	4.04%
Conservation Program	462	3.43%
City Departments	358	2.66%
Utilities	327	2.43%
Home Page	259	1.92%
Police	216	1.6%
Municipal Code	215	1.6%
Mayor and Council	215	1.6%
Cemetery Data Page	203	1.51%
Bear Festival	201	1.49%
Name Log	188	1.39%
City Forms & Documents	185	1.37%
Staff Page	181	1.34%
Previous Years Council Agendas	176	1.31%
Planning Department	173	1.28%
Administration	172	1.28%
Public Facilities	158	1.17%
FAQ's Page	155	1.15%
Helpful Links	144	1.07%
Tell Us What You Think!	139	1.03%
Chamber of Commerce	139	1.03%
2008-15 Budget	131	0.97%
Light & Power	124	0.92%
Cemetery	121	0.9%
Ordinances	121	0.9%
Interlocal Agreements	113	0.84%
Water / Wastewater	110	0.82%
Citizens Help Desk	105	0.78%
Data Page	100	0.74%
Development Services / Building	95	0.7%
Search Results	93	0.69%
Town Meeting Agenda Topic Suggestions	89	0.66%

STAFF REPORT

To: Mayor Dent
From: Todd Baun- Director of Public Works
Date: March 20, 2015
Re: Accident Prevention Program

On January 14th, 2015, the City had a Labor and Industries (L&I) consultation at our Light and Power shop. We were found to have several serious hazards and general hazards that were identified. Light and Power has done a great job at correcting all the hazards except the hazards that involve the Accident Prevention Program. (APP). That is where I have been working with our crews and safety committee to update and basically create a new APP for the City to use. Creating this has taken many hours from start to completion of the roughly 150+ pages of this program.

I have a draft copy available for review if you would like to read it and make suggestions or have any comments.

Action Requested:

Please accept this draft and adopt as the City of McCleary Accident Prevention Program.

STAFF REPORT

To: Mayor Dent
From: Todd Baun- Director of Public Works
Date: May 7th, 2015
Re: Purchase of Mini Excavator with Mower Attachment

After Council approval at the April 22nd meeting I have been searching for a mini excavator for purchase. I have found what I think is the best fit for the City. It's a brand new machine that is off the state contract. The only issue is the final costs is \$72,248.22, which is a little more than \$12,000 more than we budgeted for.

A solution to cover the cost overrun would be to eliminate the work order software we have in the current budget. We budgeted \$15,000 for this work order software. That money is divided among the same funds as the mini excavator and mower attachment. We currently don't have a need for the software and the money can easily be used somewhere else.

If we put the planned work order software money towards the mini excavator and mower, we can then afford the purchase.

Action Requested:

Per Washington State contract #10212. Please approve the purchase of the mini excavator with mower attachment in the estimate provided from Jennings Equipment Inc. The total cost will be \$72,248.22.

**QUOTE**for Washington State contract
10212**Jennings Equipment Inc.**

TO: City of McCleary

100 S 3rd ST.

McCleary WA. 98557



360-470-9650

DATE 4/27/2015

FROM: Andy Harris

Cell 253-606-5642

andyh@jenningsequipment.com

QTY	Model#	DESCRIPTION	LIST PRICE	DISCOUNT	LINE TOTAL
1	KX040-4R3TP	New Kubota 10,210LB mini excavator with 6 way hydraulic blade, enclosed cab, rubber tracks and 2 port remote hydraulics.	\$ 68,350.00	23.00%	\$52,629.50
					\$0.00
1	K7870	Quick coupler.	904.00	23.00%	\$696.08
1	K7910	Hydraulic thumb.	2,558.00	23.00%	\$1,969.66
1	K7872	12" digging bucket.	964.00	23.00%	\$742.28
1	K7874	18" digging bucket. (not common, teeth wont mesh)	1,070.00	23.00%	\$823.90
1	K7875	24" digging bucket.	1,269.00	23.00%	\$977.13
1	K7877A	36" clean out bucket.	1,129.00	23.00%	\$869.33
1	K7474	36" bolt on edge.	150.00	23.00%	\$115.50
					\$0.00
1	30EX	New Rock Hound 30' flail mower	8,723.34	15.00%	\$7,414.84
					\$0.00
					\$0.00
					\$0.00
					\$0.00

ASSEMBLY	Included
Delivery	\$350.00
SUBTOTAL	66,588.22
TAX RATE	8.50%
SALES TAX	5,660.00
TOTAL	72,248.22

Jennings Equipment Inc.

1030 River Rd.

Puyallup, WA 98371

253-845-8801 FAX 253-845-9087

Quote Expires

December 2015

STAFF REPORT

To: Mayor Dent
From: Todd Baun- Director of Public Works
Date: May 7th, 2015
Re: Wildcat Drive Speed Limit Change

I have been contacted by a resident of Wildcat Drive. They provided me a petition signed by numerous home owners in the area. They are concerned with the speeding cars in the area and would like to request the speed limit to be 15 MPH for their street. It is currently 25 MPH.

I asked for Chief Crumb's opinion on the speed limit change. He went to the area and found that 15 MPH would be appropriate with Wildcat Drive.

They also are requesting a Children at Play sign. I have order those signs and they should be up by this Council Meeting.

Action Requested:

Please allow the City to change Wildcat Drive's speed limit from 25 MPH to 15 MPH.

I don't know if you have noticed lately all the speeding cars that come thru here example, mail delivery cars, city workers, neighbors that live in our Cul de Sac. We have a lot of children that live here and I don't know about you but I feel like we need to have a speed limit sign and A Children at Play sign put in. I have talked to a City Council member he said all we have to do is talk to Todd Baun about it and he does his investigation (coming out and looking to see if they are needed) but that we could get signatures from neighbors to help support the fact that we need these signs added in our neighborhood. If you agree that these signs would be helpful to have to let people know they really need to slow down please help me and sign your name below. Thank you!!

Jean Ekorus
110 Wildcat Dr

Charlotte Bopp

Cheryl Blumhagen

Rosalie Anderson

Michelle

Ray Jones

Joan Ambriz
Frank Warren
Dinner Warner
135 Wildcat Dr

Missi Olson
230 Wildcat Dr.

Lindsey K. Michels
145 Wildcat Drive

Brandon Van Cleave
270 Wildcat Dr.

William R. Marshall
125 Wildcat Drive

Pam Bodine
125 Wildcat Dr

Teresa Harrison
190 Wildcat, McCleary

STAFF REPORT

To: Mayor Dent
From: Todd Baun, Director of Public Works
Date: May 8th, 2015
Re: 2016 Six Year Street Plan Public Hearing Date

The Six-Year Transportation Improvement Program (STIP) is an annual process for local jurisdictions to identify their potential future transportation improvement needs. RCWs 35.77.010 & 36.81.121 require that cities update their program annually and file a copy of the adopted program with the Washington State Department of Transportation before July 1st. Completion of this annual update makes the City eligible to apply for State and Federal grants for transportation project funding.

I have attached the current 2015 STIP for your review. The 2015 STIP is the same as the 2014 STIP. Please let me know if you would like to see any changes to the upcoming plan.

Action Requested:

Please set the 2016 Six Year Street Plan Public Hearing Date for the June 24th Council Meeting.

2015-2021 STIP

Priority Number	Name	Start and Ending	Description	Lenth in Feet	Estimated Cost
1	S. 3rd Street Phase 1	Mox Chehalis Rd to East Oak Street	Instersection Improvements, resurface and repair, new curb and gutter, storm, sidewalks, and shared bike land	1373	\$ 2,454,700.00
2	S. 3rd Street Phase 2	East Oak Street to Simpson Ave	Resurface and Repair, New Curb and Gutter, storm, planter strip, sidewalk and bike lane.	1320	\$ 1,243,000.00
3	Main Street Extension	3rd Street to Main Street	Resurface, widen, New curb and gutter and sidewalk	264	\$ 195,000.00
4	West Ash Street Phase 1	N 9th St. to N. 7th St.	Resurface and Repair.	686	\$ 137,000.00
5	West Ash Street Phase 2	N. 9th St. to N. 10th St.	Resurface and Repair	634	\$ 117,000.00
6	Intersection Simpson and Summit	Simpson Ave to Summit Rd	Intersection improvements, new curb and gutter, storm, sidewalks, landscaping, and bike lane	106	\$ 1,350,000.00
7	Summit Rd. Phase 1	Simpson Ave to Beck St.	Resurface, widen, new curb and gutter, storm, sidewalk, landscaping and bike lane	1478	\$ 1,424,000.00
8	Summit Rd. Phase 2	Beck St. to E. Wildcat Creek	Resurface, widen, new curb and gutter, storm, sidewalk, planter strip and bike lane	1742	\$ 1,721,000.00
9	Summit Rd. Phase 3	E. Wildcat Creek to SR 108	Resurface, widen, new curb and gutter, storm, sidewalk, planter strip and bike lane	1637	\$ 1,590,000.00
10	Summit Rd. Phase 4	SR 108 to Bear St.	Resurface, widen, new curb and gutter, storm, sidewalk, planter strip and bike lane	2218	\$ 2,145,000.00
11	S. 4th St. Phase 1	Simpson Ave to W. Pine St.	Resurface, widen, new curb and gutter, storm, sidewalk, planter strip and bike lane	1320	\$ 1,297,000.00
12	S. 4th St. Phase 2	W. Pine St. to South City Limits	Resurface and Repair	1531	\$ 295,000.00
13	W. Maple St.	S. 3rd St. to S. 5th St.	Resurface, widen, new curb and gutter, storm, sidewalk, planter strip and bike lane	898	\$ 868,000.00

Local (City) Funds Needed	\$ 625,000.00
Federal and State Funds Needed	\$ 14,211,700.00
Total Funds Needed	\$ 14,836,700.00



Six Year Transportation Improvement Program From 2015 to 2020

Agency: McCleary

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07		1 : 21411004) S. 3rd Street Phase 1 Mex Chenalis to Oak Street Intersection improvements, resurface and repair, new curb and gutter, storm, sidewalks and shared bike lane.	WA-05603	06/26/13	06/26/13		660	04	C G O P S T W	0.260		No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2015	STP(R)	2,454,700		0	0	2,454,700
Totals				2,454,700		0	0	2,454,700

Phase	1st	2nd	3rd	4th	5th & 6th
CN	2,454,700	0	0	0	0
Totals	2,454,700	0	0	0	0

Report Date: June 17, 2014

Page 1



Six Year Transportation Improvement Program From 2015 to 2020

Agency: McCleary

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	2	S. 3rd Street Phase 2 S. 3rd Street Oak St to Simpson Ave Resurface and repair, New curb and gutter, storm, planter strip, sidewalk, and bike lane	WA-05604	06/26/13	06/26/13		660	04	CCOPS TW	0.250		No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0	TIE	61,300	65,000	124,300
P	CN	2016		0	TIE	1,118,700	0	1,118,700
Totals				0		1,180,000	63,000	1,243,000

Phase	1st	2nd	3rd	4th	5th & 6th
PE	124,300	0	0	0	0
CN	0	1,118,700	0	0	0
Totals	124,300	1,118,700	0	0	0

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Six Year Transportation Improvement Program From 2015 to 2020

Agency: McCleary

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	3	Main Street Extension Main Street 3rd Street to Main Street Resurface, widen, New curb and gutter and sidewalk	VVA-05605	06/26/13	06/26/13		660	Q4	C	0.050		No

Error: Subreport could not be shown

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0

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Six Year Transportation Improvement Program From 2015 to 2020

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
00		West Ash Street Phase 1 West Ash St N 9th St to N 7th St Resurface and repair	WA-05607	06/26/13	06/26/13		660	04		0.130		No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2015		0	T13	130,000	7,000	137,000
Totals				0		130,000	7,000	137,000

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	137,000	0	0	0	0
Totals	137,000	0	0	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	5	West Ash Street Phase 2 Ash Street N 9th St. to N 10th St. Resurface and Repair	WA-05608	06/26/13	06/26/13		660	04		0.120		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2016		0	T13	111,000	6,000	117,000
Totals				0		111,000	6,000	117,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	117,000	0	0	0
Totals	0	117,000	0	0	0

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Functional Class	Priority Number	A. PIN/Project No C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	8	Intersection Simpson and Summit Simpson Ave Simpson Ave to Summit Rd Intersection improvements, new curb and gutter, storm, sidewalk, landscaping, and bike lane.	WA-05610	06/26/13	06/26/13		660	04	C G O P S T W	0.020		No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	T1B	67,000	68,000	135,000
P	CN	2017		0	T1B	1,215,000	0	1,215,000
Totals				0		1,282,000	68,000	1,350,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	135,000	0	0	0
CN	0	0	1,215,000	0	0
Totals	0	135,000	1,215,000	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	7	Summit Road Phase 1 Summit Rd Simpson Ave to Beck St Resurface, widen, new curb and gutter, storm, sidewalk, landscaping and bike lane	WA-05611	06/26/13	06/26/13		660	04	C C O P S I W	0.250		No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2017		0	TIB	1,352,000	72,000	1,424,000
Totals				0		1,352,000	72,000	1,424,000

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	1,424,000	0	0
Totals	0	0	1,424,000	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06		Summit Road Phase 2 Summit Rd Beck St to E. Wildcat Creek Resurface, widen, new curb and gutter, storm, sidewalk, planter strip, and bike lane.	WA-05612	06/26/13	06/26/13		660	04	C G O P S I W	0.330		NU

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2018		0	TIB	1,634,000	87,000	1,721,000
Totals				0		1,634,000	87,000	1,721,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	1,721,000	0
Totals	0	0	0	1,721,000	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	9	Summit Road Phase 3 Summit Rd E Wadcat Creek to SR 108 Resurface, widen, new curb and gutter, storm, sidewalk, planter strip, and bike lane.	WA-05613	06/26/13	06/26/13		660	04	C C O P S T W	0.310		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2016		0	T15	1,510,000	80,000	1,590,000
Totals				0		1,510,000	80,000	1,590,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	1,590,000	0
Totals	0	0	0	1,590,000	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	10	Summit Road phase 4 Summit Rd SR 108 to Bear St. Resurface, widen, new curb and gutter, storm, sidewalk, planter strip, and bike lane.	WA-05614	05/26/13	06/26/13		660	04		0.420		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2019		0	TIB	2,037,000	108,000	2,145,000
Totals				0		2,037,000	108,000	2,145,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	2,145,000
Totals	0	0	0	0	2,145,000

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	11	S. 4th Street phase I S. 4th St Simpson Ave to W. Pine St Resurface, widen, new curb and gutter, storm, sidewalk, planter strip, and bike lane.	WA-05615	06/26/13	06/26/13		660	04	C G O P S T W	0.250		No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2019		0	TIB	1,232,000	65,000	1,297,000
Totals				0		1,232,000	65,000	1,297,000

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	1,297,000
Totals	0	0	0	0	1,297,000

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	12	S. 4th Street phase 2 S. 4th St W. Pine St to South City Limits Resurface and Repair	WA-05618	06/26/13	06/26/13		660	04		0.290		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2019		0	TIB	280,000	15,000	295,000
Totals				0		280,000	15,000	295,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	295,000
Totals	0	0	0	0	295,000

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	13	W. Maple Street W. Maple St S. 3rd St to S. 5th St Resurface, widen, new curb and gutter, storm, sidewalk, planter strip, and bike lane.	WA-05617	06/26/13	06/26/13		660	04	C G O P S T W	0.170		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2019		0	T13	824,000	44,000	868,000
Totals				0		824,000	44,000	868,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	868,000
Totals	0	0	0	0	868,000

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for McCleary	2,454,700	11,572,000	615,000	14,641,700

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OGDEN MURPHY WALLACE, PLLC
901 FIFTH AVENUE, SUITE 3500
SEATTLE, WA 98164-2008


T 206.447.7000
F 206.447.0215

OMWLAW.COM

MEMORANDUM

DATE: April 27, 2015

TO: McCleary City Council

FROM: W. Scott Snyder, Labor Counsel 

RE: MOU With Fraternal Order of Police RE
Termination of Police Report

I met with the Fraternal Order of Police unit on April 9. After consulting with Mayor Dent and Council Member Catterlin, I presented a proposal. My direction from City Council was to bring this matter to a head at April 9 meeting and obtain proposals for your consideration at your City Council meeting on April 22nd. In any negotiation when there is no "walk-away" available, you are at a bargaining disadvantage.

Attached is the counter proposal from the unit. The original written document is the City's proposals; the handwritten notes on the documents represent the counter from the FOP.

MOU — TERMINATION OF DEPARTMENT

You will note that the Memorandum of Understanding (MOU) would be effective for two years, giving the City Council an opportunity to conclude its negotiations with the sheriff.

The most significant cost items are as follows:

1. Sick Leave Banks. The FOP countered with a sick leave payout of two thirds of officers' accrued sick leave bank. Officer Bunch has approximately 70 hours of accrued sick leave with an approximate value of \$1,800. Sgt. Graham has a sick leave balance of approximately 450 hours for an approximate value of \$13,000.
2. Severance. The severance pay has been reduced to fixed amounts: \$37,000 for Officer Bunch and \$48,000 for Sgt. Graham (\$85,000 total). This is their total pay for the last six months of 2014, including overtime and on-call pay but exclusive of vacation and sick leave payouts. Please note that the severance pay is payable on the date of termination. I inquired on April 20th regarding phased payments; the Unit is not willing to entertain that option.

{WSS1309941.DOCX;1/13079.130002/ }

SUMMARY

The City Council must make a policy decision. This memo is intended to provide cost information as you evaluate your options. Given the lack of negotiating leverage, the proposal is not particularly palatable.

Terminating the department would have close-out costs in the range of \$100,000.

Continuing the department under the FOP's current CBA proposal would result in an increase in annual salary costs of \$5,000 to \$10,000 a year even with blackout periods. .

WSSgjz

FOP 4-9-15
To be presented
w/ \$

DRAFT

MEMORANDUM OF UNDERSTANDING

WHEREAS, Fraternal Order of Police (FOP) is the collective bargaining representative of police employees of the City of McCleary; and

WHEREAS, the City of McCleary gave notice on November 17, 2014 that it was considering a contract with Grays Harbor County for police services which would result in the termination of the police department; and

WHEREAS, the FOP requested impact bargaining; and

WHEREAS, the parties have met in good faith and entered into this Memorandum of Understanding in order to address the impacts of the City's termination of its police department, should such termination occur, and in consideration of the mutual benefits to be derived and the specific promises and undertakings set forth herein, agree as follows:

1. Effective Date. This agreement shall be effective and shall continue in full force and effect for two years. If the City of McCleary, in its discretion, enters into an Interlocal Agreement for police services with Grays Harbor County within that period, the following provisions shall apply. In the event that the City fails to enter into such an agreement within such time period, this agreement shall be void and at an end.

2. Termination/Layoff Budgets. Upon the effective date of layoff, employees shall receive the following compensation:

2.1 Each employee shall receive ^{2/3} ~~one~~ half of his accrued sick leave banks, payable at the date of layoff.

2.2 Employees shall receive ^{Six} ~~two~~ months of severance pay payable at the date of layoff. Severance pay is stipulated to be \$37,000 for Officer Randy Bunch and \$48,000 for Sergeant John Graham. Payment of severance pay shall be subject to all normal payroll deductions, withholding and other payments required by state or federal law.

2.3 Each employee of the department may retain his badge, gun(s), and rifle.

3. Statutory Rights. Officers shall have all rights accorded by the provisions of RCW 41.14.250-.280, including but not limited to the right of each employee to request transfer to the Grays Harbor Sheriff's Department, the right after hire to retain the right to accrue benefits other than salary as well as all civil service rights, benefits and privilege in the same manner to which the officer would have been entitled had he been a member of the County Sheriff's Department from the beginning date of his employment with the City of McCleary.

4. Unemployment. The parties stipulate that the officers have been laid off due to lack of work. The City will not oppose claim for unemployment based on layoff, but reserves the right to provide truthful, accurate information to the state. At the request of an officer or on the approval of an officer following inquiry by a future employer, the City will provide an appropriate job reference.

5. Entire Agreement. This is the entire agreement between the parties. It will not be amended except in writing with the express written consent of the parties.

6. Merger. As the sole agreement between the parties, any prior understanding, written or oral, will be deemed merged with its provisions.

FRATERNAL ORDER OF POLICE

By: _____

Debbie Lippincott

CITY OF McCLEARY

By: _____

Mayor D. Gary Dent

ATTEST:

By: _____

Wendy Collins, City Clerk

SPECIAL COUNSEL:

By: _____

W. Scott Snyder

**LAW ENFORCEMENT SERVICES CONTRACT BETWEEN
GRAYS HARBOR COUNTY AND THE CITY OF McCLEARY**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between GRAYS HARBOR COUNTY, a political subdivision of the State of Washington (hereinafter referred to as the COUNTY), and the CITY OF McCLEARY, a municipal corporation of Grays Harbor County, State of Washington (hereinafter referred to as the CITY),

WITNESSETH:

The CITY OF McCLEARY is a municipal corporation situated within Grays Harbor County and has need of police protection both with respect to its municipal ordinances and all state laws. The COUNTY has a police force organized and operating under the office of the Sheriff of Grays Harbor County and presently has concurrent jurisdiction over all state laws together with the CITY OF McCLEARY within the limits of the CITY OF McCLEARY. Parties to this contract have met and determined that certain budgetary shortfalls of the CITY can be addressed and obtained with respect to police services by contracting to have the COUNTY provide all first response and limited other police services of the CITY and such contract is authorized by the laws of the State of Washington, to wit: Chapter 39.34 RCW. Pursuant to such need, the mutual desire of the parties to preserve public safety and welfare of CITY residents and visitors, and the specific statutory authority above referred to, the COUNTY and the CITY, for and in consideration of the promises herein made, and the mutual benefits to be derived here from do hereby agree as follows:

1.0 BASE LEVEL SERVICES. The COUNTY through its Sheriff agrees to provide within CITY limits the following law enforcement services, rendering such services in the same manner, and with the same equipment, as is customarily provided by the COUNTY in unincorporated Grays Harbor County unless otherwise set forth herein:

1.1 PATROL SERVICES. The COUNTY will provide first response for the enforcement of state law and limited response to city adopted municipal, criminal and traffic codes. The parties agree and understand that the COUNTY'S enforcement of applicable CITY Ordinances includes but is not limited to applicable provisions of Title 6 and Chapter 8.12 of the McCleary Municipal Code. Patrol services shall include reactive patrol to respond to calls for service, limited proactive patrol to prevent and deter criminal activity, and limited traffic patrol to enforce applicable traffic codes and investigate collisions. Any and all patrol services provided under this Agreement, including but not limited to deputy time assigned to patrol, are at the discretion of the Sheriff.

1.2 INVESTIGATIVE SERVICES. The COUNTY will provide Investigative Services consisting of follow-up investigations by detectives investigating crimes such as burglary or auto theft, and by detectives assigned to the Investigations Section

investigating crimes such as homicide, drug offenses, special assaults, fraud, missing persons, vice, child abuse, major collisions, and other cases as assigned.

1.3 SPECIAL SERVICES. The COUNTY will provide Special Services that may include, but are not limited to, K-9 patrol, hostage negotiations, Emergency Response Team, and sex offender registration, at the discretion of the Sheriff.

1.4 RECORDS. The COUNTY will perform required data entry into the ACCESS system in accordance with this Contract, and shall maintain records in its sheriff's department.

1.5 EVIDENCE. The COUNTY will process and maintain Evidence and Property collected as a result of investigations occurring within the CITY in the same manner used for Sheriff's investigations occurring in the unincorporated portions of the COUNTY.

1.6 JAIL AND E9-1-1 SERVICES. With the exception of transporting inmates between the jail and District Court, any jail or E9-1-1 services for which the CITY may wish to contract are not included in this Agreement.

2.0 ORGANIZATION. The COUNTY will provide the services identified in Section 1.0 through the following organization:

2.1 ASSIGNED DEPUTY SHERIFF PERSONNEL. The COUNTY will designate fully commissioned sheriff deputies to patrol the CITY as part of its regular law enforcement services customarily provided to unincorporated areas of the County. These deputies will perform patrol, investigative or special services under the supervision of the Sheriff and/or his command staff. In addition, the Sheriff or his designee will attend City Council meetings on a monthly basis, and will provide a report to the CITY as to the number and nature of criminal and traffic activity within the city limits.

3.0 REPORTING.

3.1 REPORTING DISTRICTS. The COUNTY will maintain reporting districts that are coterminous with the city boundaries to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

3.2 ACTIVITY REPORTS. Each month, the COUNTY will provide reports to the CITY, through the Sheriff or his designee, on criminal and traffic activity within the city limits.

4.0 PERSONNEL AND EQUIPMENT.

4.1 INDEPENDENT CONTRACTOR. The COUNTY is acting hereunder as an independent contractor so that:

4.1.1 SERVICE PROVIDED BY COUNTY EMPLOYEES. All County Employees rendering services hereunder shall be considered employees of the COUNTY for all purposes.

4.1.2 CONTROL OF PERSONNEL. The COUNTY through its Sheriff shall control the conduct of personnel, including standards of performance, discipline and all other aspects of performance.

4.1.3 WORK SCHEDULES. The COUNTY through its Sheriff shall establish the work schedule, enforcement issues and priorities of the sheriff deputies assigned to patrol the city pursuant to paragraphs 1.1 and 2.1.

4.2 EQUIPMENT. Equipment purchased by the COUNTY for purposes of providing services to the CITY under this Agreement shall remain the property of the COUNTY.

5.0 REVIEW SCHEDULE. The Sheriff or the Sheriff's designee shall attend monthly city council meetings in order to provide reports on criminal and traffic activity within the city limits.

6.0 COMPENSATION.

6.1 CONTRACT AMOUNT. For 2015, the CITY shall pay to the COUNTY the sum of two hundred twenty-five thousand dollars (\$225,000.00) per year for these police services provided by the COUNTY as set forth herein, which shall be pro-rated for the first year as follows: Based upon a commencement date of June 15, 2015, and a termination date of December 31, 2015, the pro-rated payment for 2015 shall be one hundred twenty-one thousand eight hundred seventy-five dollars (\$121,875.00) EXCEPT THAT the CITY shall be awarded a credit of twelve thousand dollars (\$12,000.00) against the 2015 payment for the use of and transfer to the COUNTY of two (2) police cars pursuant to Section 7.5 below, making the payment due for 2015 the amount of one hundred nine thousand eight hundred seventy-five dollars (\$109,875.00). Payments shall be made by the CITY to the COUNTY on a monthly basis for the duration of this Contract as set forth in Section 8.0 below. Each payment shall be that pro-rated portion of the total sum due for police services in 2015, divided by the total number of months of this Agreement. The monthly compensation for services hereunder is due and payable in monthly installments billed as provided in Section 6.2 below. Notwithstanding the foregoing however, the CITY may, at its option, pay the yearly amount due in one lump sum for police services provided herein.

6.1.1 2016. For 2016, the CITY shall pay to the COUNTY the sum of two hundred twenty-five thousand dollars (\$225,000.00) per year for the police services provided by the COUNTY as set forth herein. Payments shall be made by the CITY to the COUNTY on a monthly basis for the duration of this Contract as set forth in Section 8.0 below. Each payment shall be one-twelfth (1/12) of the total sum due for police services in 2016. The monthly compensation for services hereunder is due and payable

in monthly installments billed as provided in Section 6.2 below. Notwithstanding the foregoing however, the CITY may, at its option, pay the yearly amount due in one lump sum for police services provided herein.

6.1.2 2017. For 2017, the CITY shall pay to the COUNTY the sum of two hundred thirty-four thousand dollars (\$234,000.00) per year for the police services provided by the COUNTY as set forth herein. Payments shall be made by the CITY to the COUNTY on a monthly basis for the duration of this Contract as set forth in Section 8.0 below. Each payment shall be one-twelfth (1/12) of the total sum due for police services in 2017. The monthly compensation for services hereunder is due and payable in monthly installments billed as provided in Section 6.2 below. Notwithstanding the foregoing however, the CITY may, at its option, pay the yearly amount due in one lump sum for police services provided herein.

6.1.3 2018. For 2018, the CITY shall pay to the COUNTY the sum of two hundred forty-three thousand three hundred sixty dollars (\$243,360.00) per year for the police services provided by the COUNTY as set forth herein. Payments shall be made by the CITY to the COUNTY on a monthly basis for the duration of this Contract as set forth in Section 8.0 below. Each payment shall be one-twelfth (1/12) of the total sum due for police services in 2018. The monthly compensation for services hereunder is due and payable in monthly installments billed as provided in Section 6.2 below. Notwithstanding the foregoing however, the CITY may, at its option, pay the yearly amount due in one lump sum for police services provided herein.

6.1.4 2019. For 2019, the CITY shall pay to the COUNTY the sum of two hundred fifty-three thousand ninety-four dollars (\$253,094.00) per year for the police services provided by the COUNTY as set forth herein. Payments shall be made by the CITY to the COUNTY on a monthly basis for the duration of this Contract as set forth in Section 8.0 below. Each payment shall be one-twelfth (1/12) of the total sum due for police services in 2019. The monthly compensation for services hereunder is due and payable in monthly installments billed as provided in Section 6.2 below. Notwithstanding the foregoing however, the CITY may, at its option, pay the yearly amount due in one lump sum for police services provided herein.

6.2 BILLING. The CITY will be billed in monthly amounts for services rendered. Payments are due within 30 days after invoicing by the COUNTY. Payment shall be made to:

Grays Harbor County Sheriff's Office
100 West Broadway, Suite 3
P.O. Box 630
Montesano, WA 98563

7.0 CITY RESPONSIBILITIES.

In support of the COUNTY providing the services described in Section 1 and 2 above, the CITY promises:

7.1 MUNICIPAL AUTHORITY. To hereby confer municipal police authority on such COUNTY deputies as might be engaged hereunder in enforcing city ordinances within city boundaries, for the purposes of carrying out this Contract;

7.2 CRIMINAL JUSTICE SYSTEM SERVICES (JAIL, PROSECUTION, ASSIGNED COUNSEL AND MUNICIPAL COURT). To provide for criminal justice system services necessary to support this Contract that are directly attributable to enforcement of state and municipal laws within CITY limits;

7.3 CITY PROVIDES SPECIAL SUPPLIES. To supply at its own cost and expense any special supplies, stationery, notices, forms, equipment and the like where such is required by the CITY or must be issued in the name of the CITY, including but not limited to Citation and Infraction books, and any other charging documents as identified by the COUNTY;

7.4 CITY PROVIDES SECURE OFFICE AND INTERNET CONNECTION. To supply at its own cost and expense a secure and exclusive office space with a secure Internet connection for the exclusive use of the COUNTY to provide for preparation and storage of sensitive/confidential materials;

7.5 EQUIPMENT. To the extent that the CITY has vehicles and equipment available, it shall allow the COUNTY to convert said equipment to the COUNTY's use in the performance of this Contract, with all such equipment being returned to the CITY upon termination of this Contract. EXCEPT THAT the CITY shall transfer ownership of two (2) police cars to the COUNTY, for which the CITY will receive a credit of \$12,000.00 against its 2015 payment;

7.6 E9-1-1 COMMUNICATIONS CONTRACT. To maintain its contract with E9-1-1 COMMUNICATIONS for radio communication, dispatch services and CAD/RMS terminal assessments;

7.7 JAIL CONTRACT. To maintain a contract with the COUNTY Jail for housing of inmates and other jail services. The existence of a contract with the COUNTY Jail shall not preclude the CITY from establishing contracts with other entities for the utilization of jail services;

7.8 COURT SERVICES. The parties acknowledge that there is a separate contract between the CITY and the COUNTY with regard to court services, and this Agreement shall have no impact upon said contract.

7.9 ANIMAL CONTROL EXPENSE. To assume all responsibility for and hold the COUNTY harmless from all animal control impoundment costs arising from enforcement of Chapter 6.08 of the McCleary Municipal Code.

8.0 DURATION.

This Contract will become effective June 15, 2015. Upon the Contract being duly authorized and executed by both parties, it shall be filed with the Grays Harbor County Auditor as required by RCW 39.34.040. This Contract shall remain in effect through December 31, 2019, unless either party initiates termination procedures as outlined in Section 9 or termination is necessary due to a lack of sufficient legislative appropriation by either or both parties. This Contract may be extended on an annual basis upon the mutual written agreement of the parties. In the event of lack of legislative appropriation by the COUNTY Board of Commissioners, the CITY shall have the option of paying for services set forth in this contract in advance.

9.0 TERMINATION PROCESS. The party desiring to terminate this Contract shall provide a minimum of ninety (90) days advance written notice to the other party.

10.0 NOTICES. Any notice provided for or concerning this Contract shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to GRAYS HARBOR COUNTY shall be sent or delivered to:

Grays Harbor County Sheriff
100 West Broadway, Suite 3
P.O. Box 630
Montesano, WA 98563

Any notice to the CITY OF McCLEARY shall be sent or delivered to:

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

11.0 INDEMNIFICATION.

11.1 COUNTY RESPONSIBILITY. The COUNTY shall protect, save harmless, indemnify and defend the CITY, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or COUNTY employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the COUNTY, its elected or appointed officials, officers, employees or agents, in performance of this Contract, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the CITY, its elected or appointed officials, officers, employees or agents.

11.2 CITY RESPONSIBILITY. The CITY shall protect, save harmless, indemnify and defend the COUNTY, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or CITY employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the CITY, its elected or appointed officials, officers, employees or agents, in performance of this Contract, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees or agents.

11.3 CITY ORDINANCES. In executing this Contract, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility that arises in whole or in part from the existence or effect of CITY ordinances, rules or regulations. In any cause, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such CITY ordinance, rule or regulation is at issue, the CITY shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, on that issue, the CITY shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a CITY ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees and agents, as provided in paragraphs 11.1 and 11.2 to this Contract.

12.0 AUDITS AND INSPECTIONS. The records and documents with respect to all matters covered by this Contract shall be subject to inspection, review or audit by the COUNTY or the CITY during the term of this Contract and for a period of three years after termination.

13.0 AMENDMENTS. This Contract may be amended at any time by mutual written agreement of the parties that is executed and filed with the COUNTY Auditor as required by RCW 39.34.040.

14.0 NO THIRD PARTY BENEFICIARY. The COUNTY and the CITY agree that this Contract shall not confer third party beneficiary status on any non-party, including the citizens of either the COUNTY or the CITY.

15.0 LEGAL REQUIREMENTS. Both parties shall comply with all applicable federal, state and local laws in performing this Contract.

16.0 VENUE. The laws of the State of Washington shall apply to the construction and enforcement of this Contract. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Contract or any provision hereto shall be in the Superior Court of Grays Harbor County, Montesano, Washington.

17.0 WAIVER OF DEFAULT. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be

a modification of the terms of this Contract unless stated to be such through written approval by the COUNTY, which shall be attached to the original Contract and filed with the COUNTY Auditor.

18.0 DISPUTE RESOLUTION.

18.1 In the event differences between the CITY and the COUNTY should arise over the terms and conditions of this Contract, the Sheriff and the CITY, or their respective designees, shall attempt to resolve any problems on an informal basis.

18.2 If the problem cannot be resolved informally, the matter shall be referred to the Grays Harbor Dispute Resolution Center for mediation. All costs of mediation shall be shared equally by the parties.

18.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this Contract. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

19.0 ENTIRE AGREEMENT. The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Contract. The parties further agree and recognize that this Contract replaces and supersedes the emergency agreement presently in effect for police services to the CITY.

20.0 SEVERABILITY CLAUSE. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement.

GRAYS HARBOR COUNTY

CITY of McCLEARY

Wes Cormier, Chairman
Board of Commissioners

Gary Dent, Mayor

DATE: _____

DATE: _____

OR

City of McCleary Council Member

DATE: _____

City of McCleary Council Member

DATE: _____

City of McCleary Council Member

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Norma J. Tillotson, Deputy Prosecutor

DATE: _____

Daniel Glenn, City Attorney

DATE: _____

APPROVAL RECOMMENDED:

Richard R. Scott, Sheriff



CHEHALIS TRIBAL JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 by and between the Confederated Tribes of the Chehalis Reservation, a Federally Recognized Indian Tribe, herein after referred to as "Chehalis" and the City of McCleary, a Washington municipal corporation, herein referred to as "McCleary" or the "Second Party" in the Agreement. This is for the housing of inmates of the Second Party in the Chehalis Tribal Jail.

THE PARTIES HEREBY AGREE as follows:

SERVICE. Chehalis shall care for prisoners placed in the custody of officers of the Chehalis Tribal Jail. "Prisoners" may include any person arrested, sentenced by the court or held under authority of any Law or ordinance of the Second Party. Provided, that the Chehalis Tribal Chief of Police, or his or her designee, shall have the right to refuse to accept custody that in his or her opinion would result in overcrowding of the jail, or present an unacceptable health, safety or security risk. If not accepted, Chehalis will provide written notice indicating why booking was declined.

CARE. "Care" shall mean room and board and basic medical care. "Basic Medical care" shall include in-house routine minor medical services that can be treated by Chehalis Tribal Jail staff according to their current level of training with the supplies available at the Chehalis Tribal Jail facility at that time. In addition, prisoners housed pursuant to this Agreement shall be subject to the same rules and regulations required of other prisoners housed in the Chehalis Tribal Jail.

DURATION OF CONTRACT. This Agreement shall begin on the date it is executed by both parties and continue until December 31, 2015. It shall automatically renew at successive one-year intervals thereafter unless terminated as specified or modified through an amended Agreement executed by both parties.

TERMINATION. This Agreement may be terminated by written notice from either party provided that the termination shall become effective thirty (30) days after receipt of such notice. Within said thirty (30) days, McCleary agrees to remove its prisoner(s) from the Chehalis Tribal Jail.

RELEASE. Prisoners who have not served their full time will not be released except upon written order of the Second Party's court unless release is authorized by another provision of this Agreement or as ordered by a competent court. Release for scheduled court appearances will be to the McCleary Police.

PAYMENT. The Second Party shall pay to Chehalis the amount of Twenty (20.00) dollars for a booking fee per inmate and Fifty (50.00) dollars per inmate per day for care. A "day" is the period beginning at 12:00 A.M. and ending at 11:59:59 P.M., Pacific Standard or Daylight time, whichever is then applicable.

The Second Party shall only be charged the booking fee for anything less than four (4) hours of custody time. Chehalis will submit a monthly invoice for prisoners housed pursuant to this Agreement and it will be forwarded to the Second Party. The Second Party shall pay such invoices within thirty (30) days of receipt. Should the Second Party not pay the invoice within sixty (60) days of receipt of invoice, Chehalis acting through its Chief of Police or his or her

designee will not accept prisoners, and reserves the right to suspend all other obligations under this Agreement until the delinquent amount is paid in full.

MEDICAL CARE. Except for Basic Medical care, the Second Party shall be solely responsible for the medical care and medical expenses of prisoners housed pursuant to this Agreement, provided, that when a prisoner has his/her own medical coverage, Chehalis will coordinate with the Second Party so that such insurance may be utilized. In the event that a prisoner requests non-urgent outside medical care, Chehalis shall contact the Second Party for approval. The Second Party shall provide Chehalis with the names and telephone numbers of designated contact people who shall be available and authorized to approve medical treatment. Failure of the Second Party to approve medical care, or any unreasonable delay in giving such approval, shall relieve Chehalis of liability for any injury resulting therefrom. In the event that Chehalis deems a prisoner to be in need of urgent or emergency care, Chehalis shall make all possible efforts to contact the Second Party but may take any action it deems necessary to provide the prisoner with urgent or emergency medical care without obtaining prior approval if unable to contact the Second Party. Nothing shall preclude the Second Party from retaking the ill or insured inmates. The Second Party shall bear all costs of medical care, including without limitation, such urgent or emergency care, including, but not limited to, the cost of the services provided to the prisoner and the cost of transporting a prisoner to a medical facility. If inmates are transported to a local hospital facility, the short term security of the inmates shall be the responsibility of Chehalis. Chehalis shall give the Second Party notice by telephone, as soon as practicable, that its officers are transporting or have transported a prisoner to a local medical facility for urgent or emergency care. Upon receiving such notice, the Second Party shall make its best efforts to relieve the Chehalis officers at the medical facility as soon as possible. Chehalis officers shall return to the Chehalis Tribal Jail upon being relieved by the Second Party's officers or upon receipt of an order of release from the Second Party. Chehalis shall not be liable under any cause of action arising out of the supervision, or failure thereof, of any prisoner receiving treatment in an outside medical facility once Chehalis officers are relieved by the Second Party's officers, or receive an order of release from the Second Party.

The Second Party shall protect, defend, hold harmless and indemnify Chehalis from and against all claims, suits and actions related to the medical care of prisoners housed under this Agreement which result from the failure of the Second Party to approve such medical care for any reason other than injuries resulting from the negligent act or omission of Chehalis or its officers.

TRANSPORTATION. The Second Party shall be solely responsible for furnishing transportation for prisoners housed pursuant to this Agreement. The Second Party may request that Chehalis provide necessary transportation and Chehalis shall make its best efforts to provide such transport subject to staff availability.

The parties agree that the Second Party shall compensate Chehalis for the transport of any prisoner housed under this Agreement. Compensation shall include the cost of Chehalis Tribal Correctional Officers' labor as determined by their current wages from the Chehalis Tribal Jail, from the time that Chehalis Tribal Correctional Officers leave the Chehalis Tribal Jail with the prisoner to the time they return to the Chehalis Tribal Jail, as well as reimbursement for mileage expenses at the Federal rate as determined by the Internal Revenue Service.

CUSTODY TRANSFER. Officers of the Second Party placing a prisoner in custody of Chehalis will be required to remain in the immediate presence of the prisoner at all times until the booking process is complete. This will mean that until the booking process is done, the prisoner will remain in the Second Party's custody until the prisoner is placed in a cell. At that time only will Chehalis take custody.

RELATIONSHIP OF THE PARTIES. The parties intend that an independent governmental relationship will be created by this Agreement. No agent, employee or representative of either party shall be deemed to be an agent, employee or representative of the other party for any purpose. Each party shall be solely responsible for its acts and for the acts of its agents, employees and representatives.

INDEMNIFICATION. The Second Party shall protect, defend, save harmless and indemnify Chehalis from and against all claims, suits and actions resulting from the negligent acts or omissions of the Second Party in the performance of this agreement.

Chehalis shall protect, defend, save harmless and indemnify the Second Party from and against all claims, suits and actions resulting from the negligent acts or omissions of Chehalis in the performance of this agreement.

MODIFICATION OF AGREEMENT. No changes of, nor additions to this Agreement shall be valid nor binding upon either party unless such change or addition be in written execution by both parties.

GOVERNING LAW; DISPUTE RESOLUTION; SOVEREIGN IMMUNITY.

Both as to interpretation and performance, the laws of the Chehalis Tribe shall govern the Agreement; in the absence of tribal law, federal law shall apply. Any litigation necessary to enforce the obligations of either party under the Agreement shall be brought exclusively in the Chehalis Tribal Court. Nothing in the Agreement shall be construed to constitute a waiver of the sovereign immunity of the Confederated Tribes of the Chehalis Reservation, its subsidiaries, officers, agents, employees, or representatives.

SIGNED AND DATED this _____ day of _____ 2010.

FOR CHEHALIS:

Confederated Tribes of the
Chehalis Indian Reservation
420 Howanut Road
Oakville, WA 98568

Don Secena
Tribal Chairman

FOR MCCLEARY:

City of McCleary

Mayor

Attest:

_____, City Clerk

Approved as to form:

_____, City Attorney