



REGULAR COUNCIL AGENDA

Council Chambers – 1300 First Street

January 18, 2023 at 7:00 PM

1. **FLAG SALUTE - PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER - ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **PUBLIC COMMENTS**
5. **CONSENT AGENDA**
 - A. Claims Vouchers
 - B. Meeting Minutes – 12.21.2022 Council Meeting
6. **COMMITTEE REPORTS**
7. **CITY OFFICIAL REPORTS**
 - A. City Administrator Council Report
 - B. Police Chief Council Report
8. **MAYOR'S REPORT**
9. **EXECUTIVE SESSION** - Qualifications of an applicant for public employment (RCW 42.30.110(1)(g))
10. **NEW BUSINESS**
 - A. 2023 Connections Agreement
 - B. Landscaping Agreement
 - C. Police Chief Employment Agreement
 - D. Fire Chief Employment Agreement
 - E. Police Chief Confirmation
 - F. Fire Chief Confirmation
 - G. Friends of Highland Park Grant for Lions Club Park
 - H. Police Recruitment Signing Bonus Agreement
11. **COUNCIL COMMENTS**
12. **PUBLIC COMMENTS**

Public comments may be made in-person during the meeting. If unable to attend, please submit comments to jpope@cosmopoliswa.gov by noon on meeting day.

If you are unable to attend the meeting in person, you may join with the following Zoom Information

Webinar ID: 835 2168 8896
Passcode: 226895
Phone Number: (253) 215-8782



REGULAR COUNCIL MINUTES

Council Chambers – 1300 First Street

December 21, 2022 at 7:00 PM

1. FLAG SALUTE - PLEDGE OF ALLEGIANCE

2. CALL TO ORDER - ROLL CALL

PRESENT: Councilmember Candice Makos, Councilmember Stana Carlisle, Councilmember Jim Ancich, Councilmember Raymond Robinson, Councilmember Miles Wenzel

3. APPROVAL OF AGENDA

Motion made by Councilmember Makos, Seconded by Councilmember Carlisle.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

4. PUBLIC COMMENTS

Ashley Arcangel - Director Pope read emailed comments for items D and B. She commented on the annual cost of department supervisor raises. She wanted to know the justification for these raises. She stated that by denying the raises, it would cover the budget amendment for the Advance Payment Cemetery Fund.\

5. CONSENT AGENDA

Motion made by Councilmember Makos, Seconded by Councilmember Carlisle.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

6. COMMITTEE REPORTS

Public Safety - Councilmember Wenzel stated they discussed the recent RFA meetings. They also discussed the progress within the fire department.

Central Grays Harbor RFA - They met earlier in the month. Councilmember Ancich wants to schedule a meeting for Cosmopolis citizens to discuss the RFA. Mayor Pauley stated that there is another RFA meeting on January 12th. Councilmember Ancich stated that if the citizens had questions or concerns, they could be brought up at the next RFA meeting. The meeting was scheduled for January 5th at 6:00 p.m.

7. CITY OFFICIAL REPORTS

Finance Director - She thanked everyone for their hard work and wished everyone a Merry Christmas.

Interim Police Chief - Chief Layman encouraged the public to not report things to social media as it is not monitored 24/7. He urged that they either call 911 or dispatch. We hired a new officer. There has been an uptick in vehicle thefts. They are urging people to be prepared for the bad weather that is coming. He gave kudos to Nick and his crew at the fire department. The fire department partnered with the police department. They did an impromptu parade through town after Operation Santa Cop.

Fire Department - Nick Falley stated the police department is in the process of moving into the Fire Hall. He thanked Chief Layman for inviting them to participate in Saturday's event.

Public Works Superintendent - He thanked Tom and Jamin for their hard work. He thanked volunteers that have helped all year long. Ed Van Syckle has volunteered at least 200 hours for 2022. Happy Holidays to everyone.

8. MAYOR'S REPORT

Mayor Pauley stated that Cosmo Specialty Fibers is doing a planned shut down until the end of the year. This news came to us after the budget was passed. If the closure extends into 2023, we will have to make some adjustments to lessen the impact. He expressed his gratitude for the department heads and staff. We have worked well as a cohesive unit. He wished everyone Happy Holidays.

9. NEW BUSINESS

A. 2023 Utility Rates

Attorney Johnson read the title of the resolution. Director Pope stated that the City of Aberdeen raised their rates by 10%. We have passed this cost onto our customers. The EMS charge was raised to \$18 per month to help cover the costs to Aberdeen for EMS services. Stormwater was raised 8.6% per the cpi index. All remaining fees remained the same.

Motion made by Councilmember Wenzel, Seconded by Councilmember Makos.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

B. 2022 Budget Amendment

Attorney Johnson read the title of the ordinance. Director Pope stated the revenues budgeted for 2022 were conservative. We also handled the funds for the T-Mobile grant, the Grays Harbor Community Grant, and the AARP grant which were not budgeted for. She stated we received more money than we estimated therefore, we had to increase our ending balances for the year.

Motion made by Councilmember Carlisle, Seconded by Councilmember Ancich.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

C. RV Dwelling and Parking Permit Fees

Attorney Johnson read the resolution. The fees were set at \$50. Director Pope stated we have not charged for this before. She stated that \$50 only covers the inspector's time.

Motion made by Councilmember Makos, Seconded by Councilmember Robinson.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

D. City Official Pay

Attorney Johnson read the resolution. Mayor Pauley stated the wages were already in the budget but needed to be formalized per their agreements with the City. Director Pope stated that we could table the resolution until we know what is going to happen with the mill.

Motion made by Councilmember Wenzel to table the resolution, Seconded by Councilmember Carlisle.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

E. Confirmation of New Volunteer Firefighter

Nick Falley asked to have Camilo Tobito confirmed as a volunteer firefighter. We would like to get him to the EMT class that starts in January.

Motion made by Councilmember Wenzel, Seconded by Councilmember Makos.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

F. GH EMS & Trauma Council Agreement

Mayor Pauley stated that funding for the trauma care council used to go through the Grays Harbor Transit. They are no longer able to do this. This is a way to fund the council. This is the MOU for their fees. Nick Falley stated that they oversee all of their training.

Motion made by Councilmember Makos, Seconded by Councilmember Carlisle.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

G. Memorandum of Understanding - City of Aberdeen

Mayor Pauley stated this is an extension to the contract that is already in place. There are no changes from the previous contract to include the fees. This would extend the agreement to June 30, 2023.

Motion made by Councilmember Robinson, Seconded by Councilmember Wenzel.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

10. COUNCIL COMMENTS

Councilmember Makos - She thanked Nick Falley for all his hard work. She also thanked Jeff Nations and the rest of the staff.

Councilmember Carlisle - She wished everyone a happy holidays.

Councilmember Ancich - He asked about unemployment insurance. Director Pope stated that she is waiting on numbers from Employment Security Department. He thanked Kim Gherna for helping to recruit Camilo.

Councilmember Robinson - He wished everyone happy holidays.

Councilmember Wenzel - His thoughts are with all the employees at Cosmo Specialty Fibers. He wished everyone a Merry Christmas and Happy New Year.

11. PUBLIC COMMENTS

Ashley Arcangel - Director Pope read her emailed comment. She stated the public should have known about the event that happened this weekend with the police and fire department. She believes the citizens should have been informed with resources are being used. Interim Chief Layman stated that was 100% volunteers and on their own dime. He doesn't advertise as most people may not want their names or addresses known. Next year, they will be more purposeful to provide something for the rest of the community. This year, the long route back to the department was a spur of the moment thing. They were enjoying spreading Christmas cheer.

CITY OF COSMOPOLIS

DARRIN C. RAINES

CITY ADMINISTRATOR

Section 7, ItemA.



PHONE (360) 532-9230

FAX (360) 532-9215

WWW.COSMOPOLISWA.GOV

EMAIL: DRAINES@COSMOPOLISWA.GOV

January 13, 2023

RE: January 18, 2023, City Administrator Council Report

Item 1) *Fire Department Updates*- Mayor Pauley has appointed Nick Falley as our new Fire Chief. Nick's council confirmation will be on this agenda for consideration

Item 2) *Mill Creek Multi-Objective Plan*- HDR Engineering is continuing to evaluate the records including plans, drawings, and adjacent utilities, that we sent them as part of the evaluation of Mill Creek and the problem flooding areas we have within Cosmopolis. Upon completion of evaluating these records and reviewing information gathered during their sight visit in December, a list of project alternatives will be given to the City of Cosmopolis.

I hope to have a draft list to present with the Project Engineers during a Public Hearing in March or April. I will keep you posted on any new information that arises between now and then.

Item 3) *New Municipal Building*- Harbor Architects continues to finalize plans and specification for the new Municipal Building. The bid date is expected to be in early April.

I have had several questions from residents concerning why we are still looking at completing this project while the City of Cosmopolis has a tight budget at this time as well as Cosmo Specialty Fibers being shut down temporarily while the new owners prepare the facility for opening in late March or early April. As you are aware, this project is funded by a bond levy that was passed in 2019 and is not affected by our current revenue stream or the current situation with Cosmo Specialty Fibers.

The project has however been downsized from the original plans to be able to stay within budget and to try and keep up with the record inflation seen in 2022.

Item 4) Landscaping and Mowing Services- A few months ago we advertised quotes for Landscaping and Mowing Services for First and Second Street Planters as well as mowing in the same area. At that time, we only received 1 quote that was more than we could afford. The reason we are looking at hiring a contractor to do this is that it is cheaper than what it costs city staff to do this work. The 2nd reason is with Public Works being shorthanded, this will help reduce their workload.

We just received an updated quote from the same contractor that submitted a quote before, and we are in the process of reviewing it to make sure it will save us money and fulfill the needs of our request. Jeff and I will have a final number to present at the meeting for consideration. On Tuesday Jeff will be meeting with the contractor to review all the areas in the quote and to look at the Cemetery to see if that would be another area where we could save money going forward.

Item 5) Budget Update- Over the next couple of weeks, both Julie and I will be meeting with all the Department Heads to discuss the 2023 budget and the effects of the temporary closure of Cosmo Specialty Fibers. We will be coming up with a quarterly spending plan for all Departments to help us ensure we get through this period with no major issues. Julie has been preparing a PowerPoint presentation that we will use in this meeting with Department Heads, and we will present this to the City Council at the February Council Meeting. I will also be preparing a presentation for the February Council Meeting showing historical spending and budget cuts made during the prior two Pulp Mill closures.

Another item I would like to comment on is employee cost of living increases. There have been many comments and questions raised recently on why we are giving ourselves raises during this budget crunch. As you are aware, we cannot give ourselves wage increases, they must be approved by both the Mayor and the City Council with the passage of the budget. Even though cost of living increases were included in this year's budget, all the non-union employees have offered to delay receiving any wage increases until the Pulp Mill is back up and running, and after we are recovering financially. I want to thank all our Employees for their dedication and willingness to help our city!

Sincerely,

Darrin C. Raines

Darrin C. Raines
City Administrator



COSMOPOLIS POLICE DEPARTMENT

Section 7, Item B.

PO Box 478 / 1312 First Street Cosmopolis, WA. 98537
Heath A. Layman, *Chief of Police*

Council Report 01/18/2023

New Officer Hiring

Detective Miskell is working on a background investigation for an entry level new hire, Nick Bailey, which we offered on 01/03/2023. This process is ongoing with mandatory testing such as psychological examination scheduled.

A conditional offer of employment was made to a lateral applicant, Darrell Tevis. The applicant requested sick/vacation time in lieu of the \$5,000 signing bonus, please defer to Julie for explanation and details of the request. Our background investigation has begun and Detective Miskell is actively working on it.

Crime Trends Etc.

In the last month we've seen an increase in suspicious vehicle and persons reports, most likely a result of last month's vehicle theft and the catalytic converter thefts. Although the suspicious vehicles and persons reports were unfounded, we thank the community for making timely reports of suspicious activity and allowing us the opportunity to investigate.

The severe weather we had resulted in an increase of alarm calls.

We responded to a rollover vehicle collision with the vehicle catching on fire, investigated a hit and run, and had a death investigation amongst the usual routine calls for service.

We had 2,025 incidents in 2022. 2022's numbers are down slightly from 2021 where we had 2,142 incidents.

Facilities

Walls in the two offices were put up by Officer Lefor, making two offices into four offices! Officer Lefor built the walls, put up the sheetrock, mudded/taped, textured, and put a primer coat on. CFD then took over with painting and putting up trim! A team effort made for a great looking product, allowing us to begin moving into our temporary Public Safety Building. Thank you to Officer Lefor and our awesome CFD team.

A service window was installed (by our own staff) in the side training room to make ready for moving the police clerk and later the city hall staff over during construction.

Our evidence room and alarm system has been moved over and is in use.

"A Community Partnership"



COSMOPOLIS POLICE DEPARTMENT

PO Box 478 / 1312 First Street Cosmopolis, WA. 98537
Heath A. Layman, Chief of Police

Reserve Officer Adam Johnson lent the use of his bucket truck and our city crew moved internet connections over to CFD for our temporary occupancy. Adam and his team also set-up computers and data lines within the building to prepare for moving everything over, including scheduling of Aberdeen Office Equipment for moving our fax/copy/printer over.

Right Now

We are working on updating policies, processes, and finding ways to be more efficient and save money. Finding quality staffing to replace our vacancies is a priority.

A need for a Chaplain for CPD/CFD was recognized. I reached out to and met with Kaj Martin (GH 4 Square) and asked him to be our Chaplain. This process was approved by the Public Safety Committee, and we've asked Kaj to come on board with us after completing the background process which Detective Miskell is actively working on.

Equipment

The MDC (Mobile Data Computer) in Officer Lefors' patrol vehicle is failing. The MDC takes over 30 minutes to boot, has a failed touch screen, and has no SSD hard drive that is needed. This MDC was a used/refurbished unit that was placed into a new patrol vehicle back in 2017. It is also too old of an operating system to be upgraded, causing us to fail an audit by WSP. The MDC's in our patrol vehicles are an essential part of modern-day policing. We check for stolen vehicles, wanted persons, driver's status, receive calls for service, do collision reports (PTCR's), issue citations electronically, and more all on our MDC's. Reserve Officer Adam Johnson located a new Panasonic Toughbook for \$1,750 (average price \$2,629) and at my request, the City Clerk purchased it for our department.

This was an unexpected but necessary expenditure. I anticipate at least one more of our fleets MDC's to fail this year which is also a used/refurbished when purchased and very old computer. Please keep this in mind as we move forward.

I again want to thank my personnel and our teammates at Cosmopolis Fire Department for all of the effort and volunteered help that has been done.

Respectfully submitted,

A handwritten signature in black ink that reads 'H. Layman'.

Heath Layman, Chief

"A Community Partnership"



CONNECTIONS

a center for healthy families

Section 10, Item A.

December 13, 2022

Dear Chief Laymen.

Attached you will find the 2023 municipal contract between the city and Connections, A Center for Healthy Families. The contract remains the same as it was last year.

Once signed please return and we will have our board chair sign and return a copy to you.

We look forward to our ongoing partnership with you, if at any time you have any questions or concerns, please contact me directly and we will work to get it resolved.

Respectfully submitted

Sue Bucy
Executive Director
360-580-4697



MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day by and between the **CITY OF Cosmopolis**, a municipal corporation, hereinafter referred to as the “**CITY**”, and the **Connections, A Center for Healthy Families**, hereinafter referred to as the “**AGENCY**”.

WITNESSETH: It is hereby covenanted and agreed as follows:

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

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

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

1. **SERVICES.** The **AGENCY** shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as **AGENCY** responsibilities throughout this Agreement. The **AGENCY** agrees to provide child assault criminal investigation consultation when requested, forensic child victim interviews when requested, training to law enforcement personnel when requested, full case investigations when requested, suspect interviews when requested, investigation related documentation and reports, court related testimony and child and family support services.
2. **REPORTING REQUIREMENTS.** The **AGENCY** shall submit periodic reports as required by the **CITY**, which may include, but not be limited to, a fiscal year, revenue and expenditure report, and final evaluation report.
3. **DURATION OF AGREEMENT.** The effective date of this Agreement shall be **January 1, 2023** and shall terminate on **December 31, 2023**. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.
4. **COMPENSATION AND METHOD OF PAYMENT.** The **CITY** shall compensate the **AGENCY** for the services performed under this Agreement in an amount of **\$2,000** payable in one annual or in four quarterly installments. The **AGENCY** will provide up to **26** hours of service for this fee. The **AGENCY** will provide a quarterly report denoting hours used and the balance remaining. The agency will bill the city for hours above **26** at the out of County rate of \$75.00 an hour.

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

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

7. **NON-DISCRIMINATION.** AGENCY agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, national origin, marital status, sex, age, or disability except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. During the performance of this agreement AGENCY shall comply with federal and state nondiscrimination statutes and regulations, including the Americans with Disabilities Act of 1990, as amended.

8. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

9. **TERMINATION.** If the AGENCY fails to comply with the terms and conditions of this Agreement, the CITY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 30 days notice in writing of intent to terminate.

10. **RECAPTURE OF FUNDS.** In the event that the AGENCY fails to expend funds under this Agreement in accordance with State law, or Federal law where applicable, and/or the provisions of this Agreement, or fails to perform any and all tasks under this Agreement, the CITY reserves the right to recapture CITY funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed three (3) years following contract termination.

11. **NOTICE AND CONTRACT ADMINISTRATION.** The contract administrator for the CITY for this Agreement shall be the **Chief of Police**. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY: CITY OF Cosmopolis
POLICE DEPARTMENT
101 1st St
Cosmopolis, WA 98537
Attention: **Chief Eayman** *LAJ on 11/20*

AGENCY: CONNECTIONS, A CENTER FOR HEALTHY FAMILIES
514 Broadway Avenue East
Montesano, WA 98563
Attention: **Sue Bucy, Executive Director**

Either party may change the addresses above specified hereto by giving written notice thereof to the other pursuant to this paragraph.

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

DATED: _____

Connections, A Center for Healthy Families

By _____
Margaret Carthum, Board President

CITY OF Cosmopolis

By _____
Kyle Pauley, Mayor



Landscape Service Agreement

This Service Contract (“Agreement”) made 1/17/2023, is by and between: **Apollo janitorial services LLC (AJS LLC) & City of cosmopolis.**

Contractor: **Apollo janitorial services LLC** with a mailing address of 4620 E lake Sammamish parkway NE, Sammamish WA 98074

Client: **City of Cosmopolis** with a mailing address of 1300 1st ST, Cosmopolis WA 98537

City of Cosmopolis agrees to pay **Apollo Janitorial services LLC** the following compensation: **\$2,000.00 monthly + TAX** for the following services: **Bi- Weekly Landscape Maintenance**

Scope of work

- 1 Mow strip wide from NW collision to end to side connecting street “J ST.”
- All shrubs/planter beds on both sides of first street from “J ST” to “C ST”
- Whole block of city Hall
- 5 planter beds located on second Ave from side connecting streets “E ST” to “J ST.”
- Dewitt Park (includes fence line, bleacher area, both beds located in parking area)
- Turf & Trail located in front of “welcome to Cosmopolis” sign (trail will be blown clear each visit as requested by client)
- Trail head of Cosi trail will be kept 1 mower width cut away from green belt located on second Ave.
- Turf around pump station
- City Park area between F ST & E ST adjacent to Brass Hub coffee bar
- Maintain shrubs/beds located on side streets F, E, & D

Terms & Agreements

Apollo janitorial services LLC shall provide, while performing Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and best industry practices.

If any of the Services performed by the contractor breach Agreement are defective or incomplete, the Client shall have the right to notify the contractor, at which time the contractor shall promptly correct such work within a reasonable time.

Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, keys, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.



Confidentiality. Service Provider & client acknowledges and agrees that all financial and accounting records, including amounts paid, therefore, and any other data and information related to the Client’s or contractors’ business is confidential (“Confidential Information”). Therefore, except for disclosures required to be made to advance the business of the Client & contractor and information which is a matter of public record, Service Provider and client shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider, client or any other person, except with the prior written consent of the Client or contractor.

Taxes. Contractor shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed (“Work Site”). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present of drugs or alcohol the contractor is to be notified and representing worker to be asked to leave client property.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

Client’s Signature _____ Date _____

Contractors Signature _____ Date _____



SITE MAPS





APOLLO JANITORIAL SERVICES LLC



QUOTE

Sales: 360-589-6905
 Office 425-217-9090
office@apollosweeping.com

Sales:
AJS@apollosweeping.com

Date: 1/18/2022
Customer: city of cosmopolis
Email: jnations@cosmopoliswa.gov
Phone: (360)532-9230
Project Title: landscaping

Project Description: landscaping maintenance.

Scope of work	Total visits	Per service	Monthly cost	Annual cost
mowing ,line trimming, weeding , pruning, aplication of pre emergent, parking lot blowing, blowing sidewalks, general trash pick up, debris removal, tree trimming.	24	\$1,000.00	\$2,000.00	\$24,000.00
		Per month		\$2,000.00
		%Tax	8.90%	\$178.00
		Total/month		\$2,178.00

Thank you for the opportunity to bid on your business. We look forward to working with you

Sincerely,

AJS Property Maintenance



Landscape Schedule

Service	January	February	March	April	May	June	July	August	September	October	November	December	Total
Maintenance visits	2	2	2	2	2	2	2	2	2	2	2	2	24
Mowing			1	2	2	2	2	2	2	2	2		17
Hard Edge			1	1	1	1	1	1	1	1	1		9
Pre emergent			1										1
Pruning			1				1				1		3
Irrigation start				1									1
Irrigation blow out											1		1
Leaf clean up	2	2									2	2	8
blowing walks/parking lots	2	2	2	2	2	2	2	2	2	2	2	2	24

Landscape maintenance consists of weed pulling, trash pick up, mowing, edging, pruning, blowing and keeping up on the general appearance of the property. The schedule above is to allow all parties to know when a service is to be expected. All work outside of services listed above is considered out of scope such as barking, tree cutting above 8ft etc.. and will be done upon approval of written estimate.

Date:

Date:

Contractor Name: AJS Property Maintenance

Customer Name:

Signature:

Signature

POLICE CHIEF EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this ____ day of ____ 2023, by and between the City of Cosmopolis, Washington, a municipal corporation of the State of Washington (“City”), and Heath Layman (“Employee”).

RECITALS

WHEREAS, the City of Cosmopolis, Washington, is a municipal corporation, organized as a non-charter code City under the Mayor-Council form of government (Chapter 35A.12 RCW); and

WHEREAS, RCW 35A.12.020 authorizes the Mayor to appoint a chief law enforcement officer, if so provided by ordinance; and

WHEREAS, Chapter 2.20 of the Cosmopolis Municipal Code established the position of police chief; and

WHEREAS, Employee has been appointed to the position of police chief.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. SCOPE OF AUTHORITY AND DUTIES: The police chief is an at-will, exempt, employee and shall be subject to the direction, supervision and authority of the Mayor. The scope of authority and duties of the police chief are set forth in Chapter 2.20 of the Cosmopolis Municipal Code.

2. COMPENSATION: The Employee’s compensation shall be set by the Mayor, as authorized by the City Council by resolution.

3. BENEFITS: The Employee’s benefits, including, but not limited to, health insurance, vacation, sick leave, holiday leave, deferred compensation, etc., are set forth in the City of Cosmopolis Personnel Policies and Procedures Manual.

The City recognizes twelve holidays. In lieu of recognized holidays, the Police Chief will have the option to receive a regular rate of pay for the remainder bank of holidays after November 1st. A separate check shall be paid on or before December 15th for holiday hours that have not been scheduled for time off.

The Police Chief has the option to cash out one hundred (100) vacation hours per calendar year. The maximum number of hours the employer will buy back per pay period will be forty (40) hours of vacation.

Unused accrued sick leave will be paid at the rate of 50% and up to 240 hours upon separation for any reason other than disciplinary action. This coincides with article 24.1.7 of the union contract.

A clothing reimbursement/maintenance allowance shall be provided in the form of an untaxed dish to January 31st of each year. Going forward, the amount will coincide with article 26.4 in the current union contract.

Every five (5) years the chief may request to be given their old duty pistol. Transfers fees will be paid by the employee.

4. **TERMINATION OF EMPLOYMENT:** Employee shall be employed in this position for an indefinite time, and shall serve at the pleasure of the Mayor. The Employee shall be considered an “at-will” employee of the City, and it is understood and agreed that either party may terminate this agreement at any time, with or without cause.

The Employee may resign at any time, with or without cause, and shall give City at least thirty (30) days advance written notice of the effective date of his resignation. The City may at any time terminate the Employee without cause upon thirty (30) days advance written notice.

This agreement shall be terminated upon the death or permanent disability that disqualifies them from performing the duties of their position.

If the Employee is terminated by the City without cause, and during such time that the Employee is willing and able to perform Employee’s duties under this agreement, the City shall pay Employee severance pay as described below.

A. Cause for Termination: The following reasons shall constitute grounds to terminate the Employee with cause, and without payment of severance pay as described below:

- 1. Conviction of any criminal act relating to employment with the City and/or affecting the ability of the Employee to carry out the duties and responsibilities of the position of police chief.
- 2. Conviction of any felony offense.
- 3. Conduct, relating to City employment, which, while not criminal in nature, violates the City of Cosmopolis Personnel Policies and Procedures Manual or other reasonable standards of professional and personal conduct in some substantial manner.
- 4. Mental or physical unfitness that prevents the Employee from carrying out the essential functions and/or duties of the position.

B. Severance Payment: If the police chief is terminated by the Mayor without cause, the City shall pay to Employee, as severance pay, a cash payment equal to five (5) months of Employee’s then current base monthly salary. Such payment shall fully and finally release the City from any and all further obligations to the Employee. Further the payment of said severance pay is expressly conditioned upon the Employee and the City executing an employment release and settlement agreement in a form that is mutually agreeable to the City and the Employee. Any severance shall be paid in a lump sum within thirty (30) days of termination unless otherwise agreed to by the City and Employee.

5. **AMENDMENT:** No amendment of this agreement shall be effective unless the amendment is in writing, signed by each of the parties.

6. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties to the subject matter of this agreement and supersedes and replaces any prior written or oral agreements or understandings between the parties.

7. GOVERNING LAW AND VENUE: This agreement shall be made in, and shall be governed by, and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this agreement shall be Grays Harbor County, Washington.

8. INDEPENDENT COUNSEL: The Employee acknowledges that this document has been drafted in consultation with the City's legal representative to whom the Employee does not look to for any legal counseling or legal advice with regard to this agreement. The Employee further acknowledges that they have been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this agreement, the Employee acknowledges that they have consulted with independent legal counsel of their choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed this agreement, as of the day and year first above written.

CITY OF COSMOPOLIS

EMPLOYEE

By _____
KYLE PAULEY
Mayor

By _____
HEATH LAYMAN
Police Chief

APPROVED AS TO FORM:

By _____
STEVE JOHNSON
City Attorney

CITY OF COSMOPOLIS
FIRE CHIEF EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this ____ day of January 2023, by and between the City of Cosmopolis, Washington, a municipal corporation of the State of Washington (“City”), and _____ (“Employee”).

RECITALS

WHEREAS, the City of Cosmopolis, Washington, is a municipal corporation, organized as a non-charter code City under the Mayor-Council form of government (Chapter 35A.12 RCW); and

WHEREAS, RCW 35A.12.020 authorizes the Mayor to appoint a Fire Chief, if so provided by ordinance; and

WHEREAS, CMC 2.40.020 of the Cosmopolis Municipal Code established the position of fire chief; and

WHEREAS, Employee has been appointed to the position of fire chief.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **SCOPE OF AUTHORITY AND DUTIES:** The fire chief is an at-will, exempt, employee and shall be subject to the direction, supervision and authority of the Mayor.
2. **COMPENSATION:** The Employee’s compensation shall be set by the Mayor, as authorized by the City Council by resolution.
3. **BENEFITS:** The Employee’s benefits, including, but not limited to, health insurance, vacation, sick leave, holiday leave, deferred compensation, etc., are set forth in the City of Cosmopolis Personnel Policies and Procedures Manual.
4. **TERMINATION OF EMPLOYMENT:** Employee shall be employed in this position for an indefinite time, and shall serve at the pleasure of the Mayor. The Employee shall be considered an “at-will” employee of the City, and it is understood and agreed that either party may terminate this agreement at any time, with or without cause.

The Employee may resign at any time, with or without cause, and shall give City at least thirty (30) days advance written notice of the effective date of his resignation. The City may at any time terminate the Employee without cause upon thirty (30) days advance written notice.

This agreement shall be terminated upon the death or permanent disability of the Employee.

If the Employee is terminated by the City without cause, and during such time that the Employee is willing and able to perform Employee's duties under this agreement, the City shall pay Employee severance pay as described below.

A. Cause for Termination: The following reasons shall constitute grounds to terminate the Employee with cause, and without payment of severance pay as described below:

1. Conviction of any criminal act relating to employment with the City and/or affecting the ability of the Employee to carry out the duties and responsibilities of the position of city administrator.
2. Conviction of any felony offense.
3. Conduct, relating to City employment, which, while not criminal in nature, violates the City of Cosmopolis Personnel Policies and Procedures Manual or other reasonable standards of professional and personal conduct in some substantial manner.
4. Mental or physical unfitness that prevents the Employee from carrying out the essential functions and/or duties of the position of city administrator.

B. Severance Payment: If the fire chief is terminated by the Mayor without cause, the City shall pay to Employee, as severance pay, a cash payment equal to five (5) months of Employee's then current base monthly salary. Such payment shall fully and finally release the City from any and all further obligations to the Employee. Further the payment of said severance pay is expressly conditioned upon the Employee and the City executing an employment release and settlement agreement in a form that is mutually agreeable to the City and the Employee. Any severance shall be paid in a lump sum within thirty (30) days of termination unless otherwise agree to by the City and Employee.

5. AMENDMENT: No amendment of this agreement shall be effective unless the amendment is in writing, signed by each of the parties.

6. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement and supersedes and replaces any prior written or oral agreements or understandings between the parties.

7. GOVERNING LAW AND VENUE: This agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this agreement shall be Grays Harbor County, Washington.

8. INDEPENDENT COUNSEL: The Employee acknowledges that the drafter of this agreement is the City’s legal representative to whom the Employee does not look to for any legal counseling or legal advice with regard to this agreement. The Employee further acknowledges that he has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this agreement, the Employee acknowledges that he has consulted with independent legal counsel of his choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed this agreement, as of the day and year first above written.

CITY OF COSMOPOLIS

EMPLOYEE

By _____
KYLE PAULEY
Mayor

By _____
NICKLAUS FALLEY
Fire Chief

APPROVED AS TO FORM:

By _____
STEVE JOHNSON
City Attorney

Friends of Highland Park and Parks of Cosmopolis

PO Box 299 | 1203 Dundee Drive | Cosmopolis, WA 98537 | 360-580-3312 | linda_spr@msn.com
Nonprofit 501(3)C | UBI: 604809329 | EIN: 87-3645748

01/1/2023

Dear Mr. Mayor and Council Members.

Friends of Highland Park is a non-profit group that continues to cultivate and maintain a sense of community within our community through our parks. We have partnered with the Lions Club Organization and the City of Cosmopolis to revitalize the Lion Park community playground and field that it boasts. To ensure it will be a park for individuals and groups, regardless of ages, economic status, and those with physical limitations through inclusive elements. The park is utilized by our citizens, youth, day cares, youth groups, baseball, and soccer teams from all over Grays Harbor.

As you are aware, the Lions Club is located on the right side of the main corridor when you enter Cosmopolis. It is a very visual park and is used by many. However, the park is dire need of updates and repair. A risk assessment of the playground assessment showed that the equipment needs to be removed and replaced.

The Friends of Highland Park and Parks of Cosmopolis is excited to partner with the Lions Club. Much like our non-profit group, the Lions Club is a non-profit organization. Their motto is "Serve". Individuals (Lions) come together to give valuable time and serve their communities. The Lion’s Club was established in 1917 to volunteer and improve the health of those who are visually impaired or blind. They give countless hours giving back to their communities throughout Grays Harbor and the world making a difference. We feel honored to partner with them in making a difference for our citizens and those of Grays Harbor.

At this time, Linda Springer, Board Chair of the Friends of Highland Park, is writing a grant to be submitted upon approval from the council. The grant will be submitted to the Grays Harbor Community Foundation for the sum of \$34,000.

The cost will cover a new and much needed communal area with ADA access, and a new swing set with 4 belt swings, an ADA swing, and an infant bucket swing providing play for all age groups and abilities. The cost will include install. The city will provide ground prep. This has been reviewed and discussed waiting for council approval.

Friends of Highland Park and the Lion’s Club will be seeking additional funding in the future for two to three ADA picnic tables, a new climbing toy and basketball hoop, and boarder. At that time, we the Friends of Highland Park and The Lions Club, will come before the park advisory board and council for approval to move forward for completion of project. ALL ASPECTS OF THE PROJECT WILL INCLUDE INSTALL OF EQUIPMENT. SAVING TIME AND COST TO THE CITY.

The City of Cosmopolis will be responsible to schedule and inspect all work being done by the city, volunteers, and contractor. There are no permits required for this project. The city has waived all permits that would otherwise, be charged for construction on private land.

Thank you,

Linda Springer

Friends of Highland Park

360-580-3312, linda_spr@msn.com

**CITY OF COSMOPOLIS
POLICE DEPARTMENT**

RECRUITMENT SIGNING BONUS REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made this ___ day of _____ 2023 by and between the **POLICE DEPARTMENT OF THE CITY OF COSMOPOLIS**, Grays Harbor County, Washington, ("City") and _____ ("Officer").

RECITALS

City has made a conditional offer to employ Officer as an experienced lateral police officer with the Cosmopolis Police Department. In consideration for Officer’s existing training and experience, *City will tender a recruitment signing bonus to Officer of 106.15 hours of vacation and 35.38 hours of sick to be added to the Officer’s first regular paycheck after successfully completing the department’s Field Training and Evaluation Program to assume solo patrol status. This offer is in lieu of a \$5,000 signing bonus.* Officer intends to accept said offer of employment and the associated recruitment signing bonus upon successful completion of field training as noted above.

City understands that Officer has expended extensive personal and career time to facilitate the required training and education of Officer, as well as certain past out-of-pocket expenses of the Officer to furnish personal uniforms, materials and equipment.

Officer acknowledges that City will provide the aforelisted recruitment signing bonus in consideration and remuneration for said prior training, education and expenses that Officer has incurred to become a Certified Peace Officer eligible for this position as a lateral police officer for the City.

In consideration of the above,

THEREFORE, the parties agree as follows:

1. Officer shall agree to remain employed full-time as a police officer for the City of Cosmopolis Police Department for a period of at least thirty-six (36) months;
2. In the event that Officer shall fail to remain employed full-time as a police officer for the City of Cosmopolis for the above specified time period, *except in the case of death or disability of the Officer*, Officer agrees that he/she will *on demand* of the City reimburse the City of Cosmopolis for the afore listed recruitment signing bonus, and:

- A. Costs incurred to City for the hiring process, including the costs of the background examination, polygraph examinations, psychological examinations, and/or medical examinations;
- B. Officer's training and education obtained while at City;
- C. The City furnishing to Officer of uniforms, clothing, and equipment; and
- D. Any other expenditures made by the City of Cosmopolis on behalf of Officer during training, including wages, salary and benefits paid by City during field training up to the end of the first year of employment with the City of Cosmopolis.

3. The reimbursement obligation shall consist of the sum of all amounts expended by the City in connection with hiring and training the Officer, including, but not limited to the above. Officer agrees that the actual reimbursement obligation will be determined by the City based upon actual expenditures and/or reasonable estimates thereof in the event that actual expenditures cannot be documented through a reasonable effort.

4. Credit for services rendered will be given against the reimbursement obligation in this contract as follows:

A. In the event that Officer shall fail to remain employed full-time as a police officer for the City for at least twelve (12) months, his or her reimbursement obligation shall consist of 100% of the sum of all amounts expended by the City of Cosmopolis in connection with hiring/ training the Officer, as well as the aforelisted recruitment signing bonus, as set forth above;

B. In the event that Officer shall fail to remain employed full-time as a police officer for the City for at least twenty-four (24) months, his or her reimbursement obligation shall consist of two-thirds (2/3) of the sum of all amounts expended by the City of COSMOPOLIS in connection with hiring/ training the Officer, as well as the aforelisted recruitment signing bonus, as set forth above;

C. In the event that Officer shall fail to remain employed full-time as a police officer for the City for at least thirty-six (36) months, his or her reimbursement obligation shall consist of one-third (1/3) of the sum of all amounts expended by the City of Cosmopolis in connection with hiring/ training the Officer, as well as the aforelisted recruitment signing bonus, as set forth above;

D. Officer shall be given credit for any uniforms, equipment, etc, which is returned to the City of Cosmopolis in a useable condition.

5. This agreement in no way obligates the City to continue to employ Officer for the above specified period, and should the City decide to terminate Officer at any time, said

termination shall be governed by the Civil Service Rules of the City of Cosmopolis, any applicable collective bargaining agreement, and the laws of the State of Washington.

6. In the event that Officer fails to reimburse City for the costs of training and other costs specified above upon demand of City as provided for in this agreement, City may bring civil action against Officer in a court of competent jurisdiction in Grays Harbor County, Washington, and the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney’s fees.

7. This agreement shall become effective upon the acceptance by Officer of the conditional offer of employment made by the City of Cosmopolis.

CITY OF COSMOPOLIS

Kyle Pauley – Mayor

ATTEST:

Julie Pope – City Clerk

OFFICER

(Signature)