



# McCleary Regular City Council Meeting

Wednesday, August 28, 2024 – 6:30 PM  
McCleary City Hall & Zoom Virtual Meeting

## Agenda

### Join Zoom Meeting

[https://us06web.zoom.us/webinar/register/WN\\_kkuYO8EiRPqPfxSty-U94w](https://us06web.zoom.us/webinar/register/WN_kkuYO8EiRPqPfxSty-U94w)

Meeting ID: **817 9207 7978**

Passcode: **144764**

**(253) 215-8782**

### Call to Order/Flag Salute/Roll Call

### Agenda Modifications/Acceptance

### Special Presentations

- [1.](#) FCS Group - Rate Review Update
- [2.](#) McCleary Civic Renewal Council regarding City Partnership

### Public Comment - Agenda Items Only

### Consent Agenda

- [3.](#) Accounts Payable Ck Numbers 53619, 53629-53680 including EFT's Totaling \$262,690.74
- [4.](#) Minutes - Council Meeting July 24, 2024
- [5.](#) Minutes - Council Meeting August 14, 2024

### Updates

### New Business

### Old Business

- [6.](#) Washington Department of Enterprise Services Energy Services Authorization/Agreement
- [7.](#) City of McCleary - Conservation District Annexation
- [8.](#) Freedom Heating & Air Conditioning - Construction Agreement for WWTP
- [9.](#) Dogs Allowed in Park Discussion

### Ordinances and Resolutions

- [10.](#) Resolution to Amend Financial Policies to allow Interest to be deposited into the Current Expense Fund

### Public Comment - City Business Only

### Executive Session

- [11.](#) Closed Session for Collective Bargaining under RCW 42.30.140

### Council Comments

### Mayor Comments

### Adjourn

### Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.  
The City of McCleary is an equal opportunity provider and employer.  
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.



# Agenda



## Background

*Review of current & past rate study milestones*



## Rate Study Overview

*What is a rate study?*



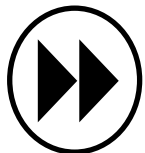
## Revenue Requirement Results

*Forecast of revenues, expenditures, and fund balances from 2024 to 2029*



## Water Rate Design

*Proposed rate schedule for the water utility from 2025 to 2029*



## Discussion and Next Steps

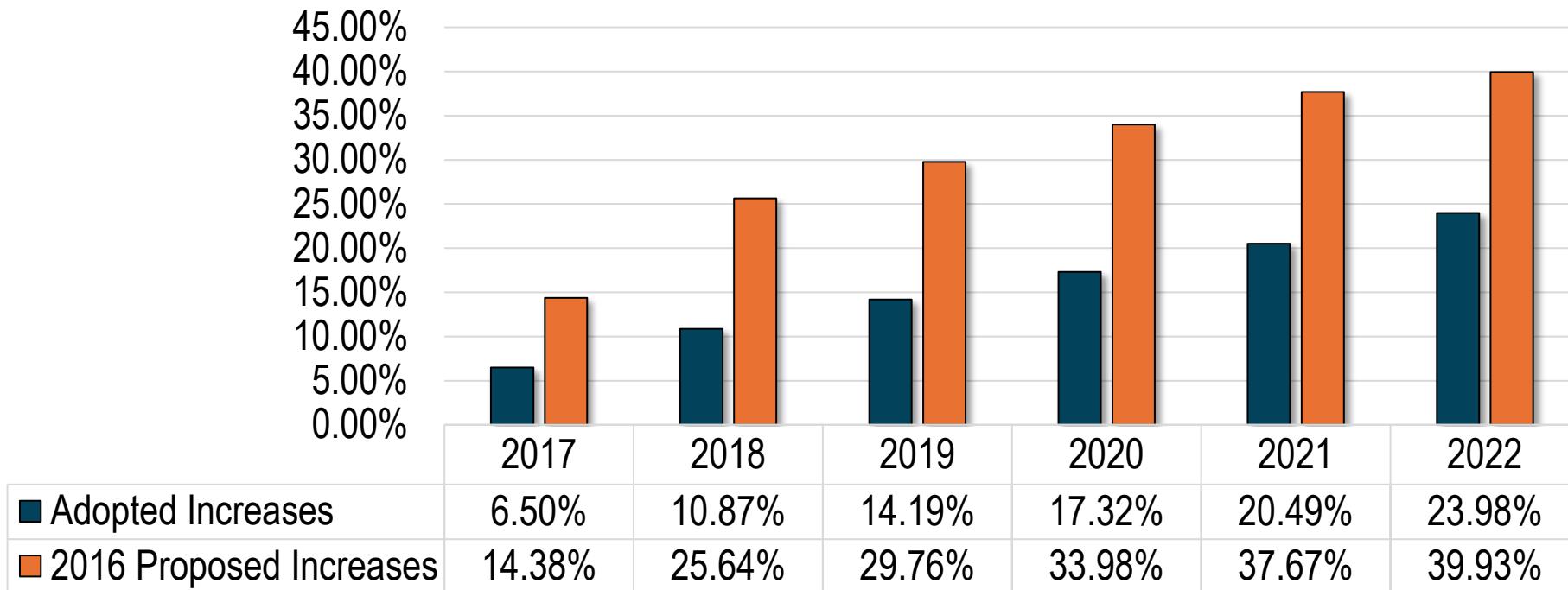
*Implementing the results*



# Background: Past Rate Study

- Rate study completed in 2016
  - » Recommended increases from study were not adopted
  - » Capital costs were deferred and now are subjected to increased inflation

Cumulative Rate Increases vs. 2016 Proposed Increases





# Background: Current Rate Study

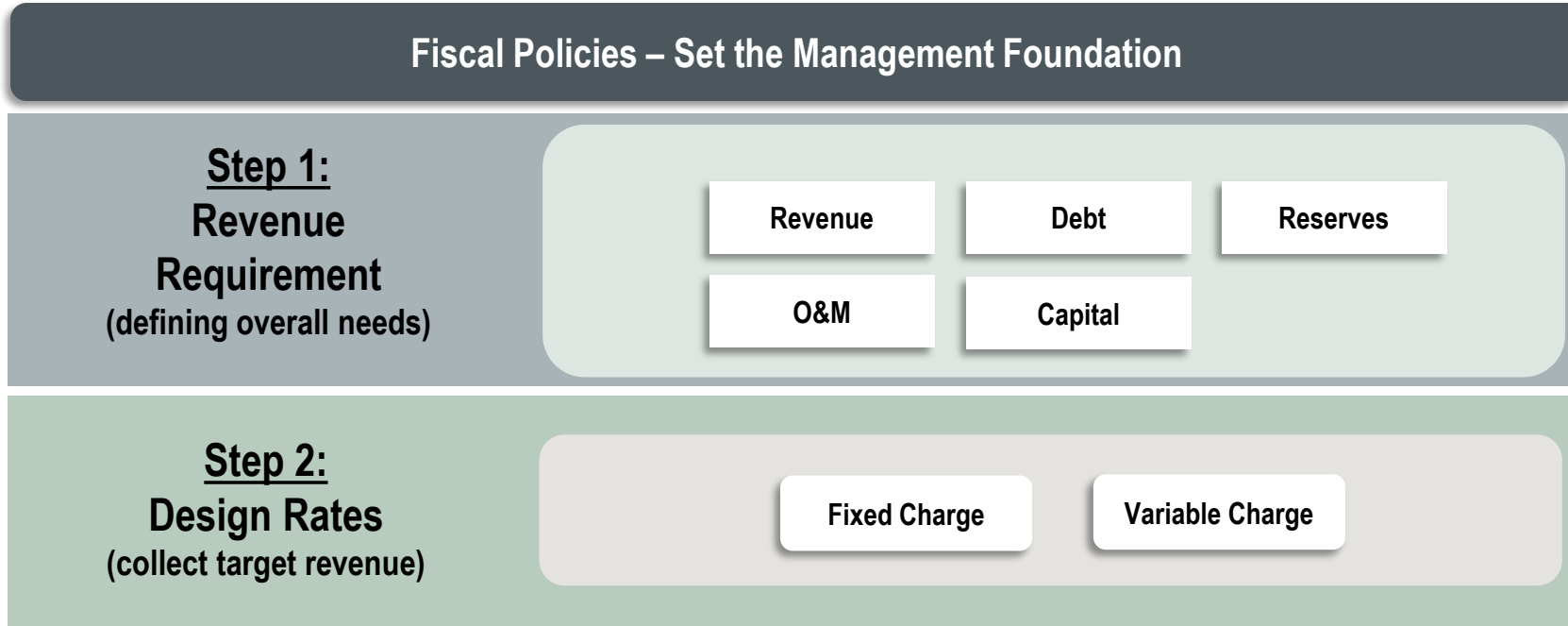
- Study commenced in 2022
- Presented draft findings in June & October of 2023

Proposed Rate Increases	2024	2025	2026	2027	2028
Electric	8.75%	8.75%	8.75%	8.75%	0.00%
Water	28.00%	16.25%	16.25%	3.00%	3.00%
Sewer	16.00%	12.25%	8.50%	3.00%	3.00%
Stormwater	93.00%	5.50%	5.50%	5.50%	5.50%

- 2.00% increase adopted in 2024
  - » Based on adopted rate increase staff made reductions to operating and capital budgets
    - Reduced operating expenses for water & sewer utilities
    - Deferred short term capital for all utilities and modified long term stormwater capital



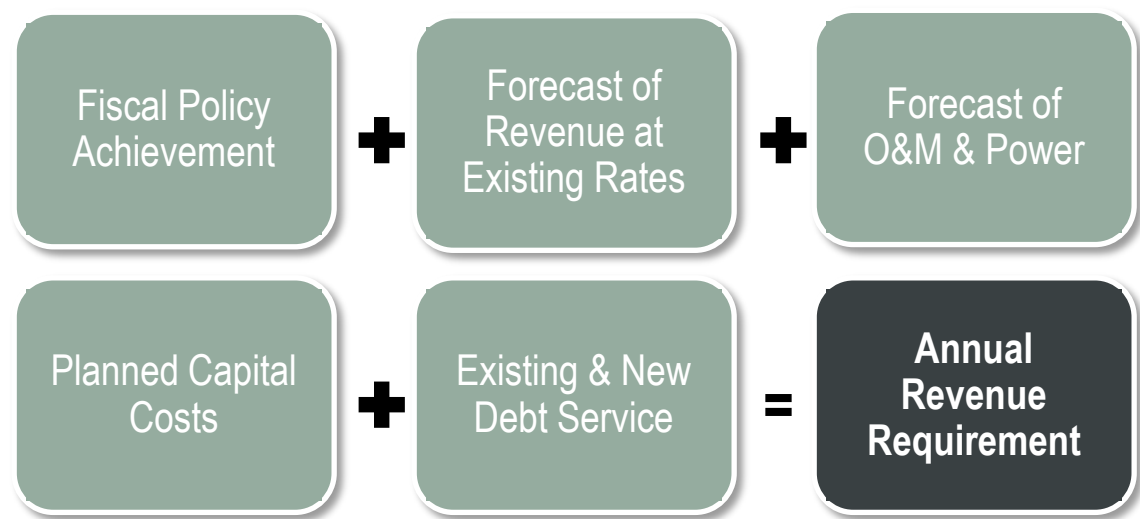
# Overview of Rate Study Process





# Revenue Requirement Objectives

- Determine the amount of annual revenue necessary to fund all financial obligations on a standalone basis
  - » Operating & power expenses
  - » Debt service (principal & interest)
  - » Capital costs and funding approach
- Meet financial parameters and targets
  - » Target debt service coverage ratios
  - » Maintain target reserve balances
- Evaluate revenue sufficiency over a multi-year period
- Develop rate plan to balance financial needs and minimize customer impacts





# Summary of Revenue Requirements

## Adequacy of Existing Rate Revenue to Meet Revenue Requirements

Description	Water	Sewer	Electric	Stormwater
O&M & Existing Debt Service Expenses	●	●	○	◐
Financial Reserves	◐	◐	○	○
Capital Improvement Plan	◐	◐	○	○

### Legend

- = Meets current and future requirements
- ◐ = Meets current requirements; insufficient for future requirements
- = Does not meet current or future requirements



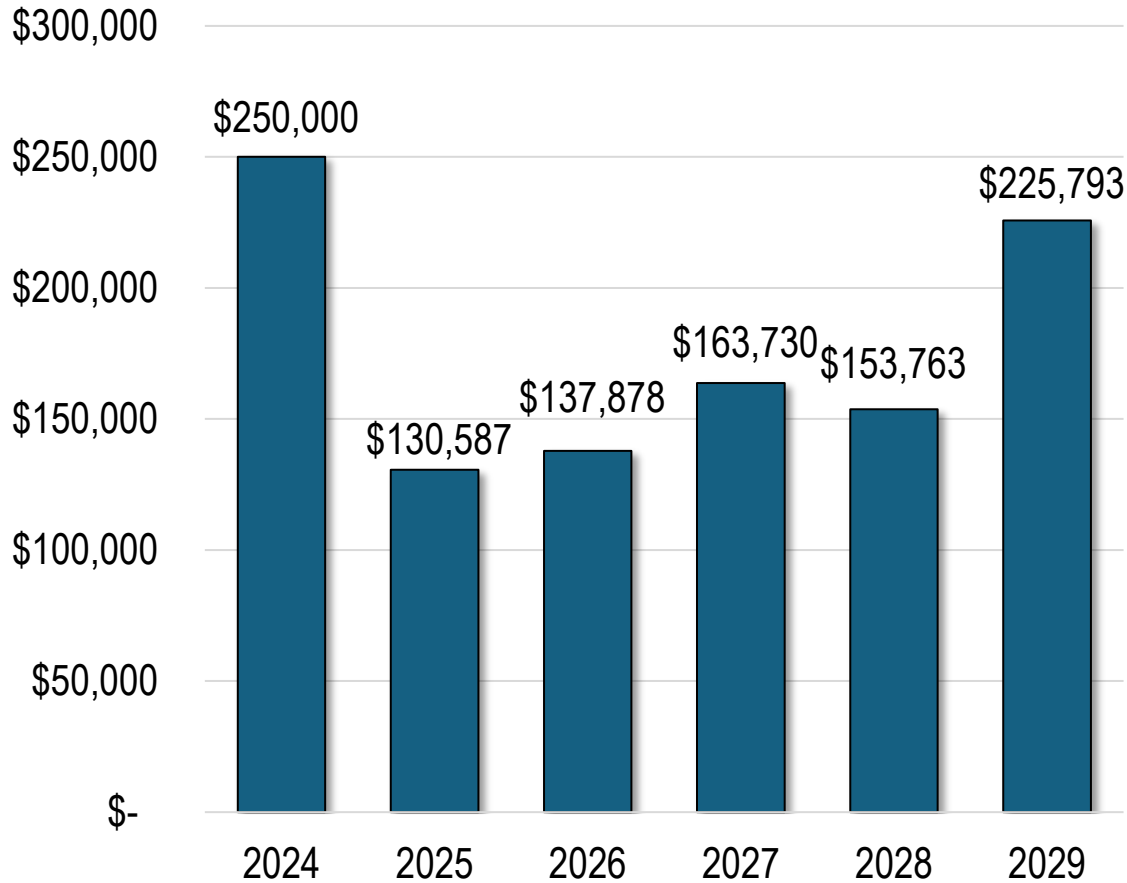
# Electric Utility



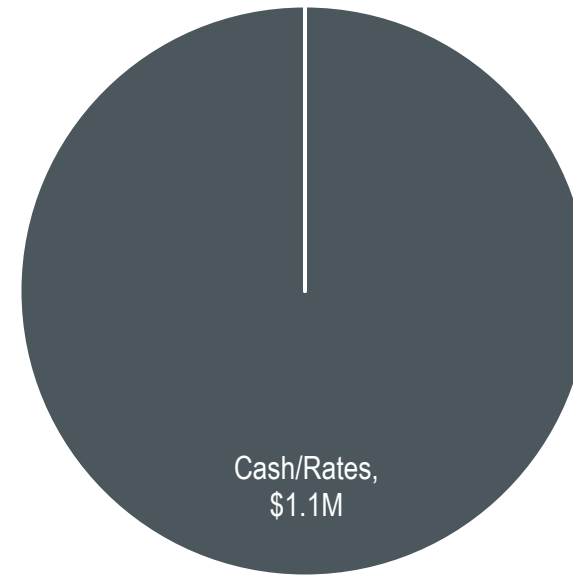


# CIP and Capital Funding Strategy

2024-2029 Electric CIP (Escalated)



2024-2029 Funding Sources

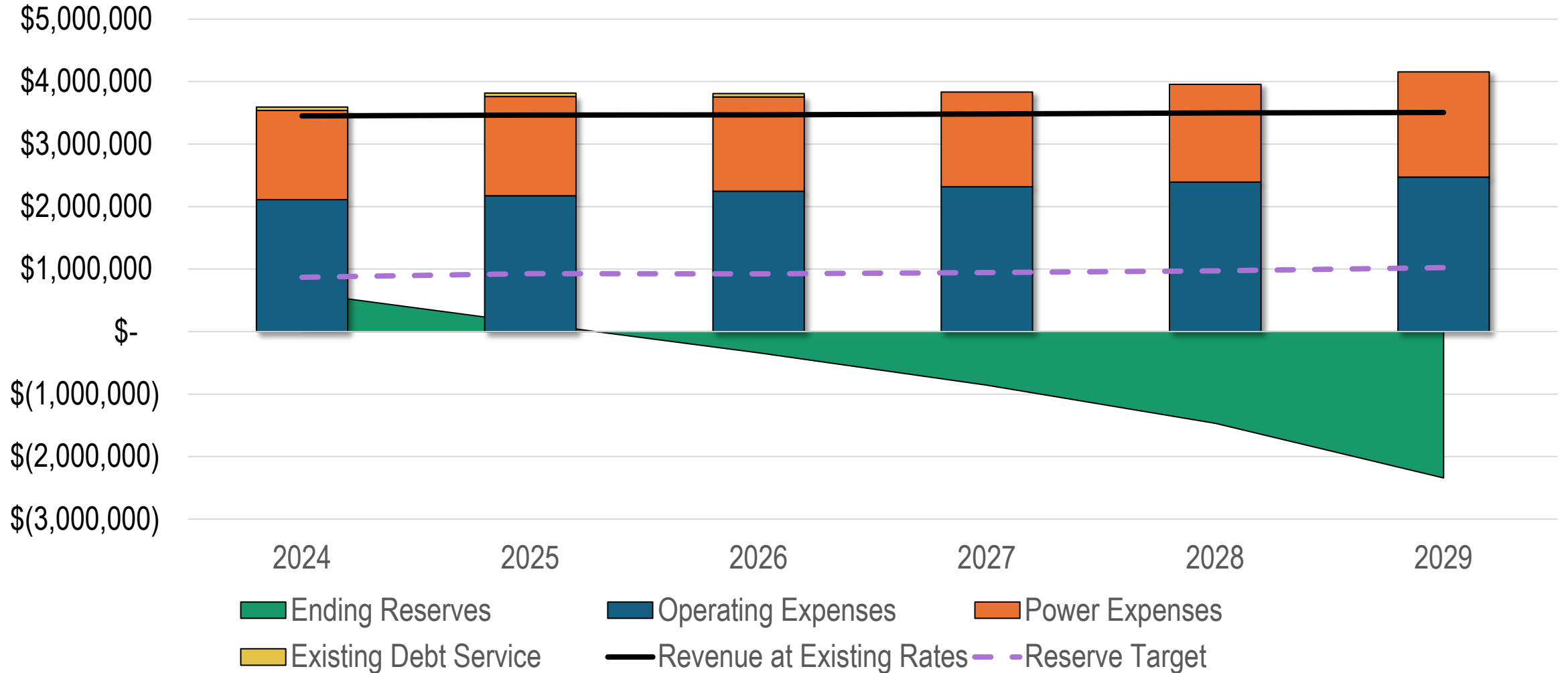


- CIP totals \$1.1M
  - » No new debt assumed



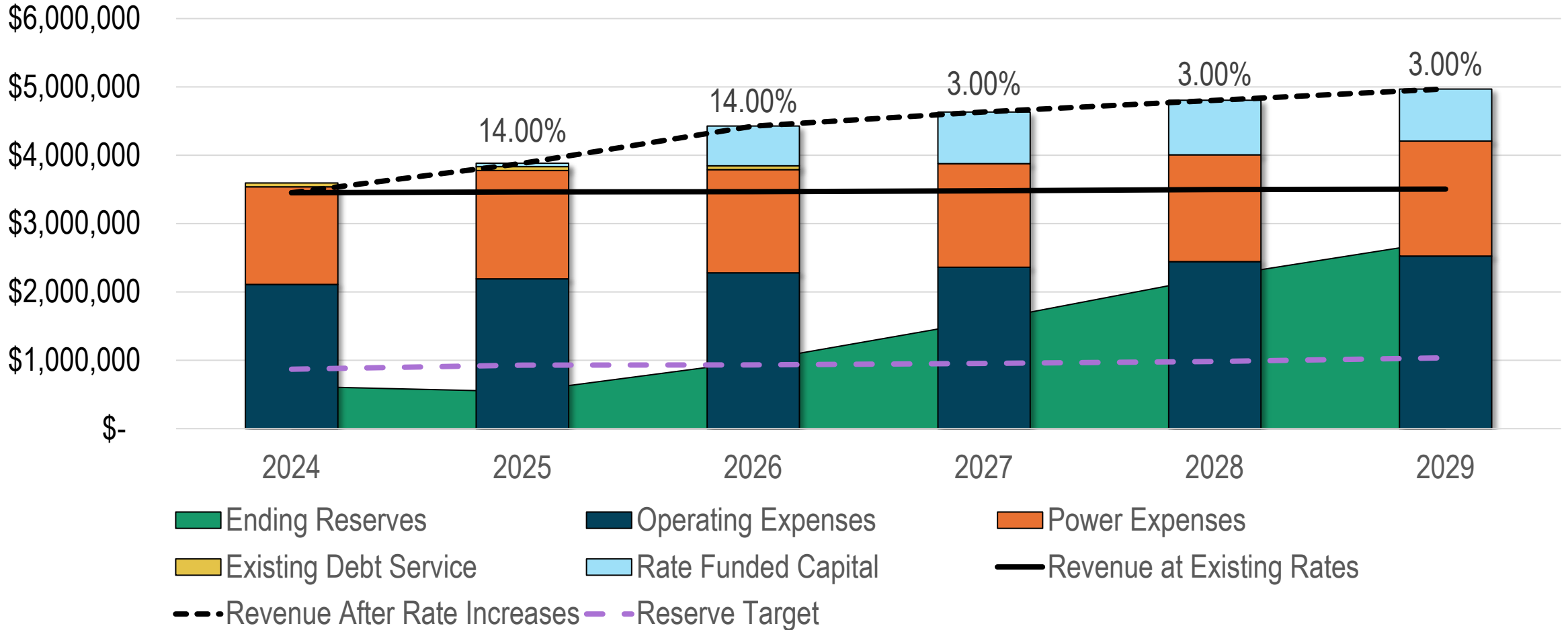
# Revenue Requirement – Existing Rates

Item 1.





# Revenue Requirement – Proposed Strategy



Residential Bill Impacts	Existing	2025	2026	2027	2028	2029
Monthly Bill	\$ 135.12	\$ 154.04	\$ 175.61	\$ 180.88	\$ 186.31	\$ 191.90
\$ Change		\$ 18.92	\$ 21.57	\$ 5.27	\$ 5.43	\$ 5.59

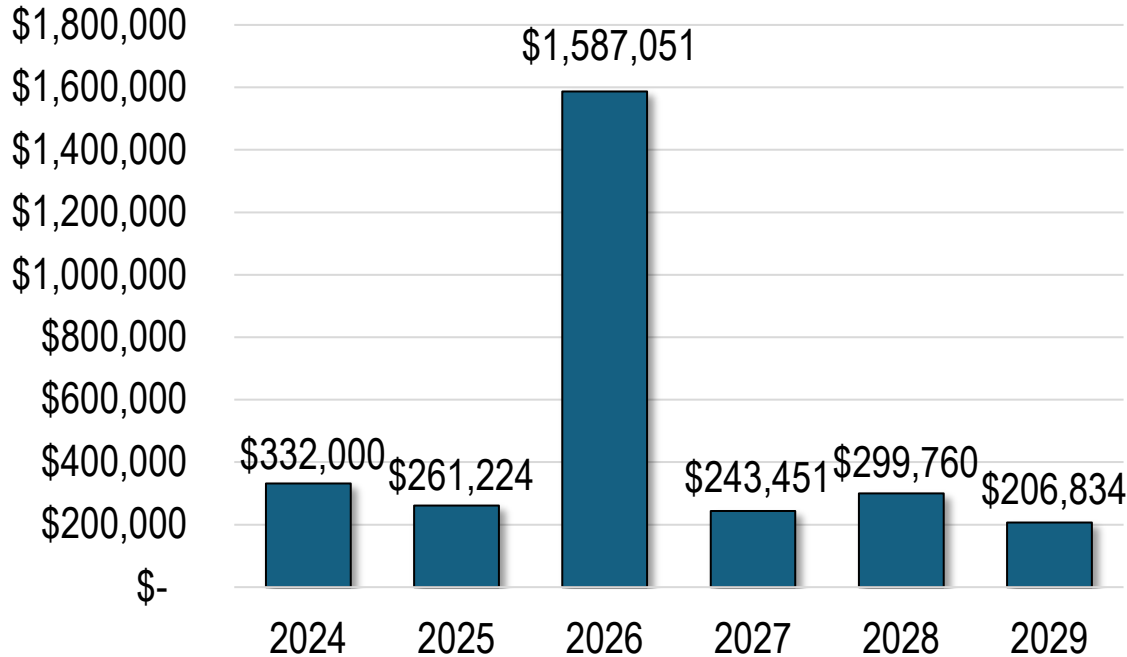
Note: Assumes 1,200kWh

# Water Utility

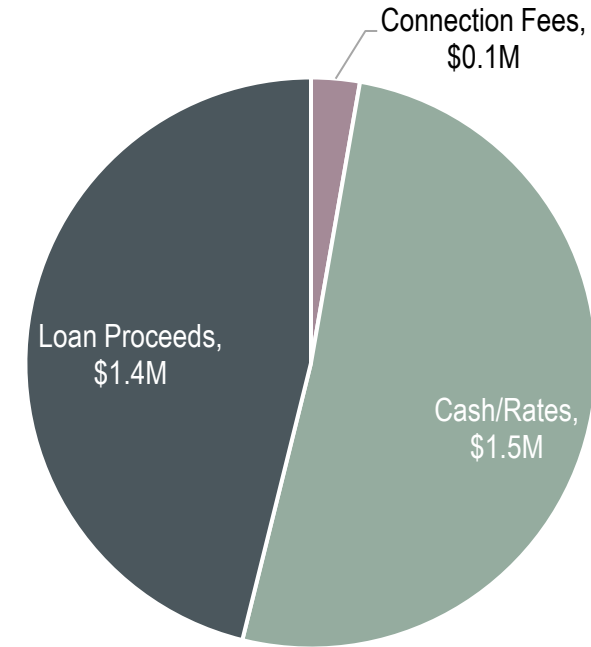


# CIP and Capital Funding Strategy

2024-2029 Water CIP (Escalated)



2024-2029 Funding Sources

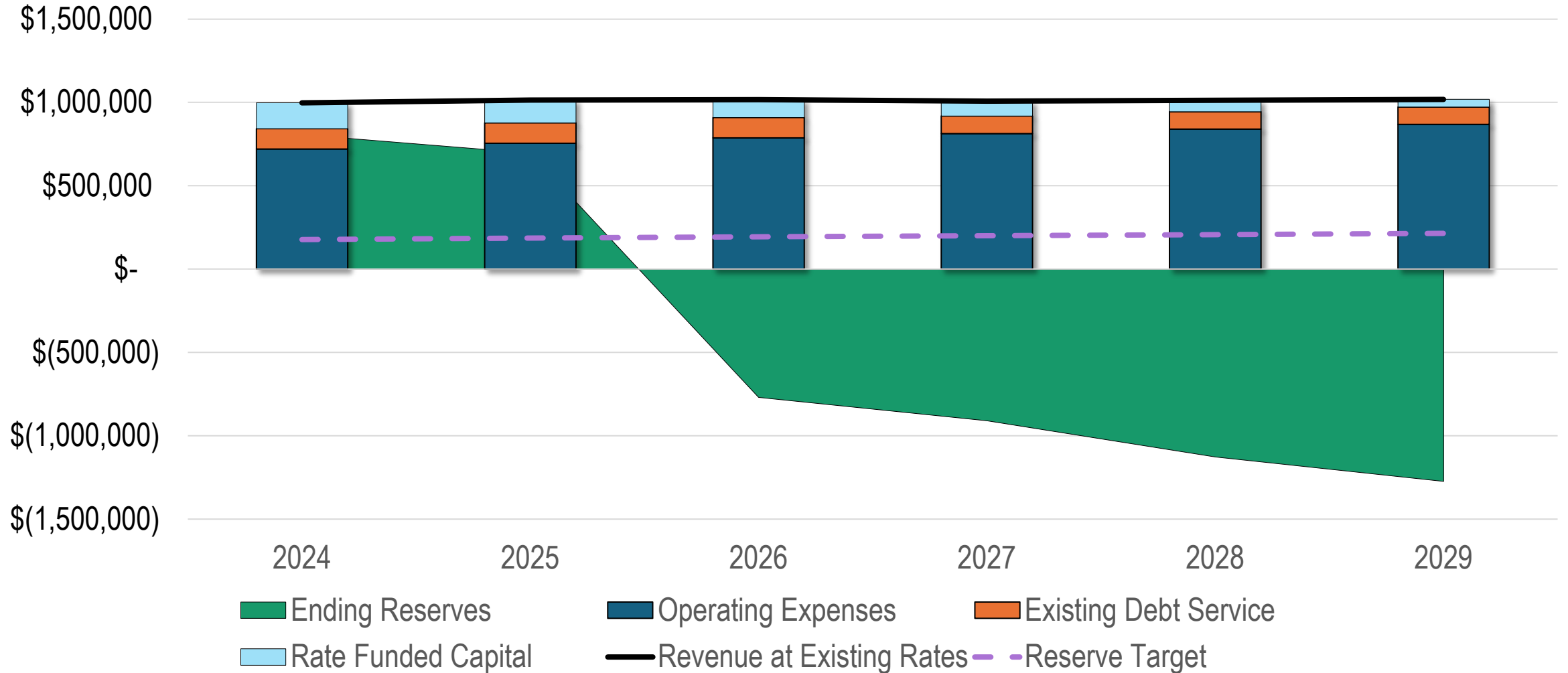


- CIP totals \$2.9M – funds 2026 Simpson Avenue project
  - » \$1.4M of loan proceeds assumed (2026) – 20yr term & 1.50% interest
- Future CIP (2031 – 2033) totals of \$5.1M
  - » Major projects include Summit Road Phase 1, Summit Road Phase 2, and additional Simpson Avenue



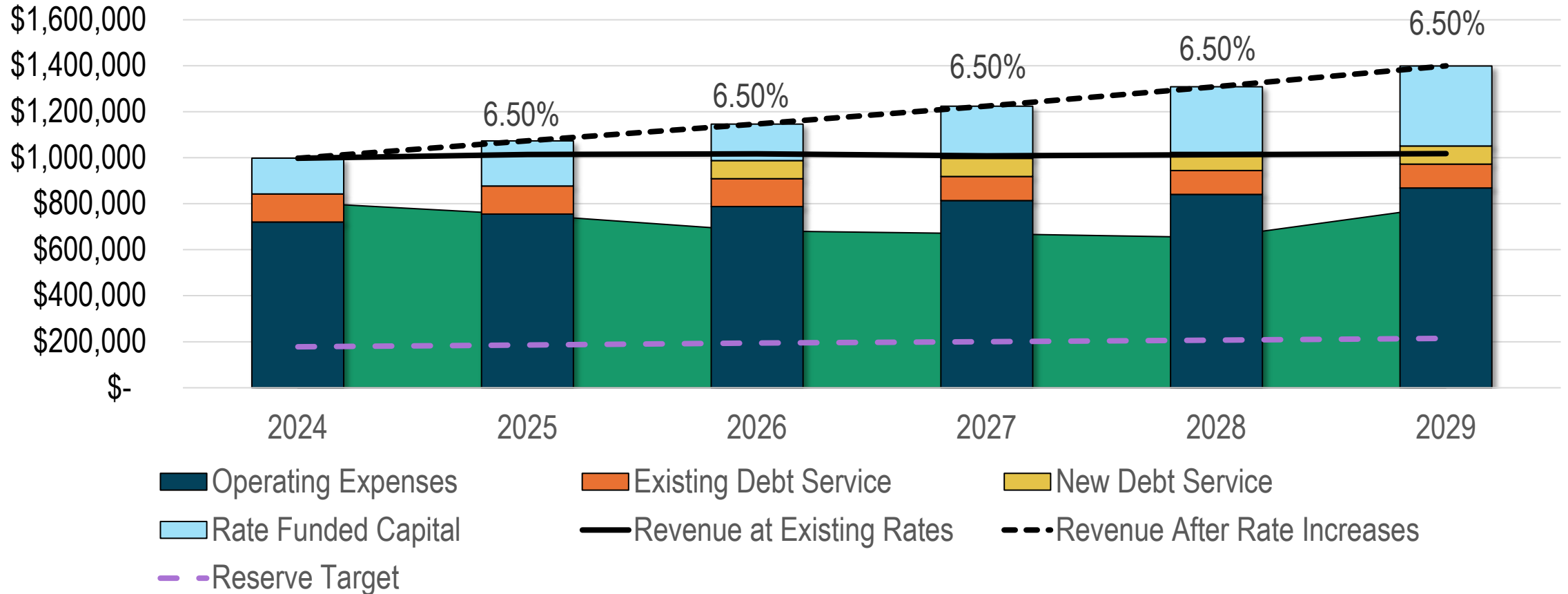
# Revenue Requirement – Existing Rates

Item 1.





# Revenue Requirement – Proposed Strategy



- Rate strategy accounts for the next six-year (2030 – 2035) CIP funding

Residential Bill Impacts	Existing	2025	2026	2027	2028	2029
Monthly Bill	\$ 90.06	\$ 95.91	\$ 102.14	\$ 108.78	\$ 115.85	\$ 123.38
\$ Change		\$ 5.85	\$ 6.23	\$ 6.64	\$ 7.07	\$ 7.53

Note: Assumes 6ccf



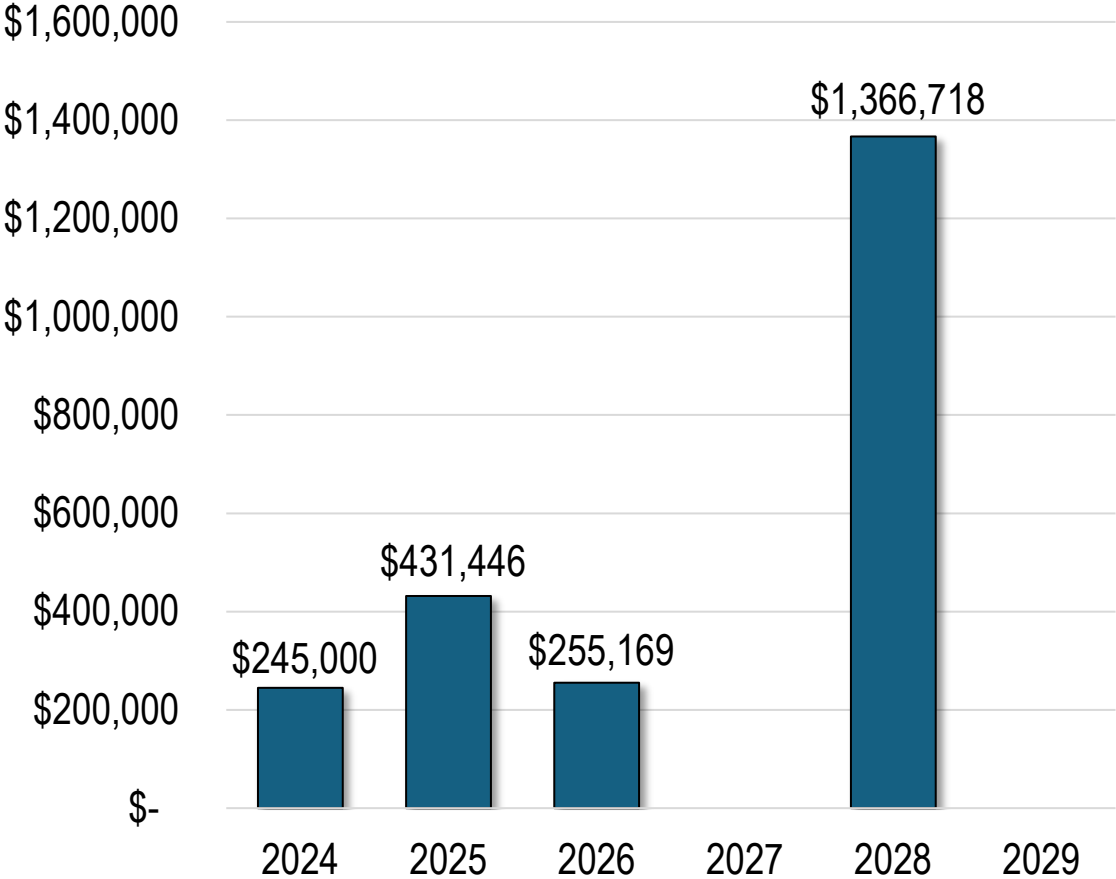
# Sewer Utility



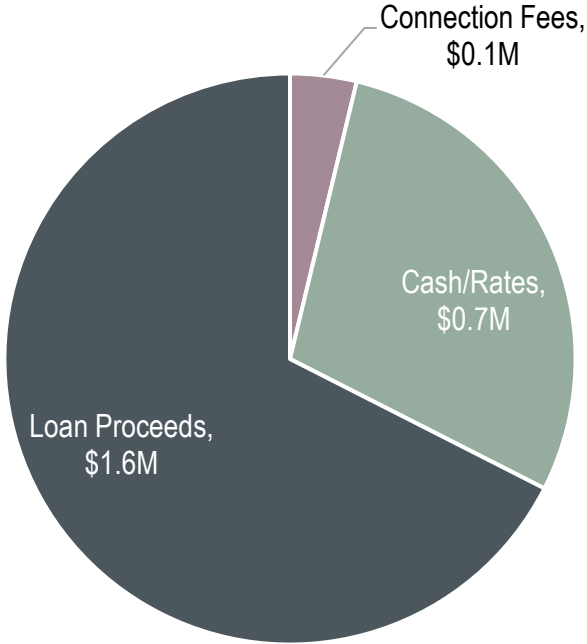


# CIP and Capital Funding Strategy

2024-2029 Sewer CIP (Escalated)



2024-2029 Funding Sources

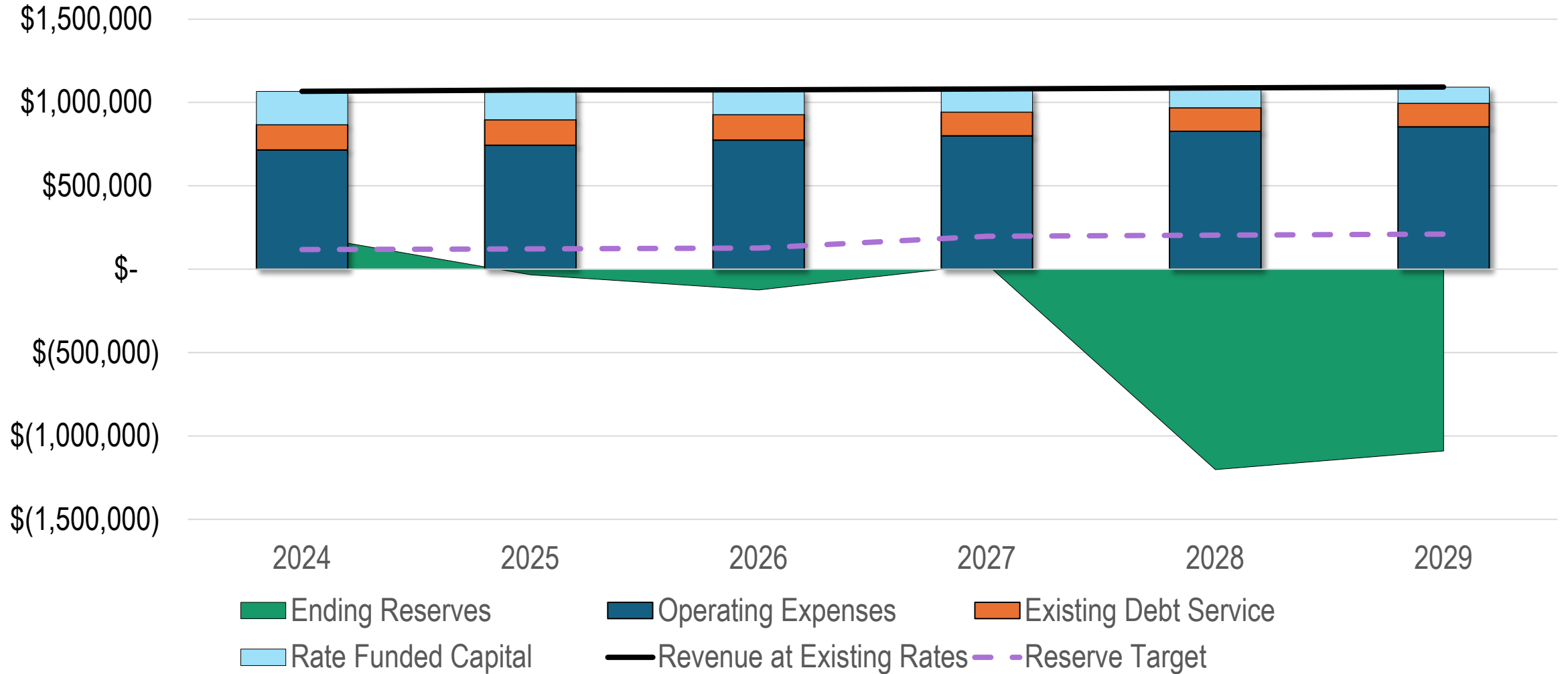


- CIP totals \$2.3M
  - » \$1.6M of loan proceeds assumed (2025 & 2028)
    - 20yr term & 1.50% interest
    - Funds infiltration and inflow analysis & pump stations and SR8 crossing



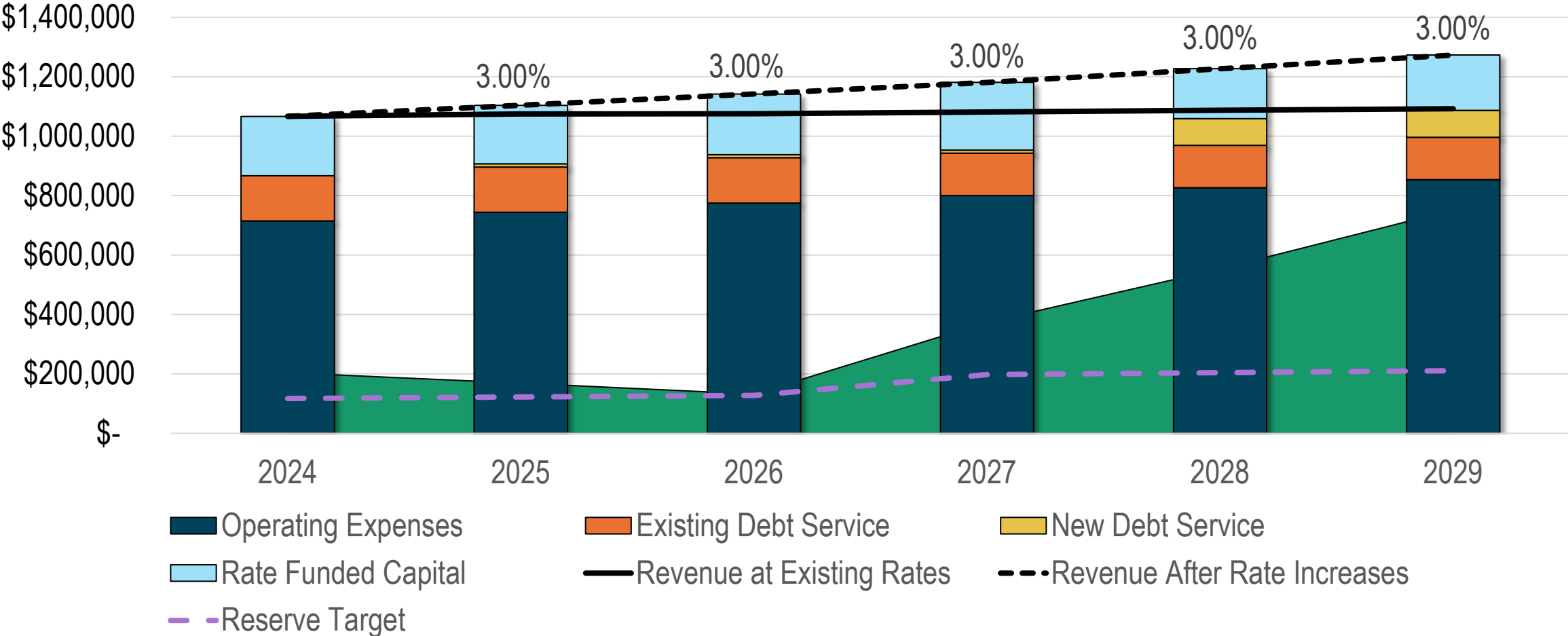
# Revenue Requirement – Existing Rates

Item 1.





# Revenue Requirement – Proposed Strategy



- Operating Expenses
- Existing Debt Service
- New Debt Service
- Rate Funded Capital
- Revenue at Existing Rates
- Revenue After Rate Increases
- Reserve Target

Residential Bill Impacts	Existing	2025	2026	2027	2028	2029
Monthly Bill	\$ 110.34	\$ 113.65	\$ 117.06	\$ 120.57	\$ 124.19	\$ 127.92
\$ Change		\$ 3.31	\$ 3.41	\$ 3.51	\$ 3.62	\$ 3.73

# Stormwater Utility



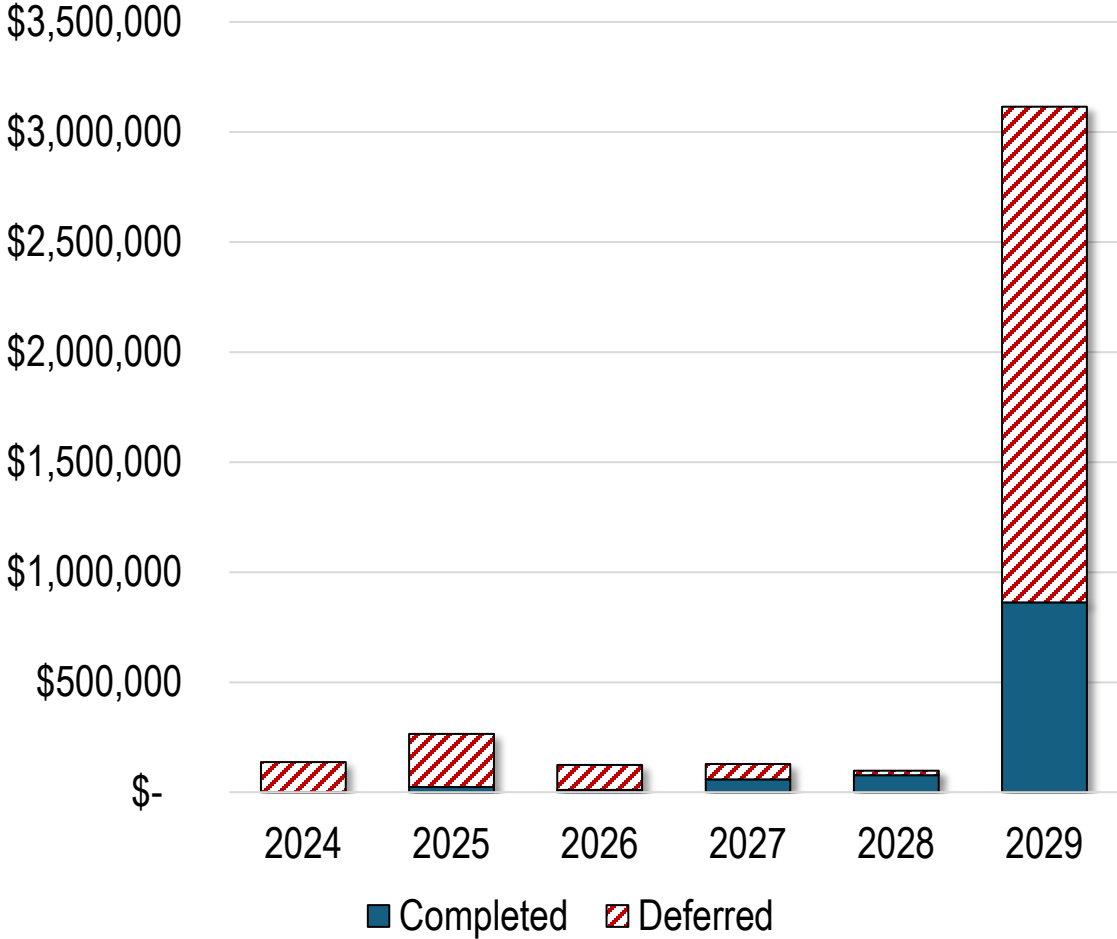
# Capital Plan Deferrals

- Utility needs extensive rate adjustments to fund capital plan
  - » Original CIP of \$3.7M (2024 – 2029)
  - » Annual revenues of \$0.2M and no cash flow
- Staff has identified costs to be deferred to keep rate adjustments manageable
  - » Deferring \$2.7M beyond study period (73% of costs)

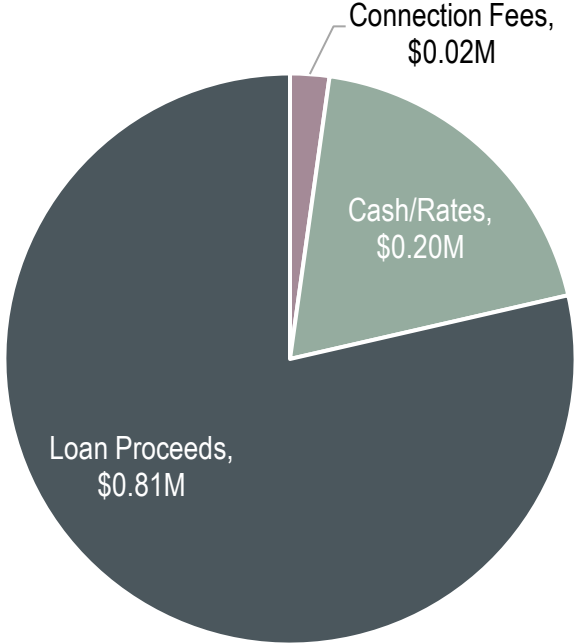


# CIP and Capital Funding Strategy

### 2024-2029 Stormwater CIP (Escalated)



### 2024-2029 Funding Sources

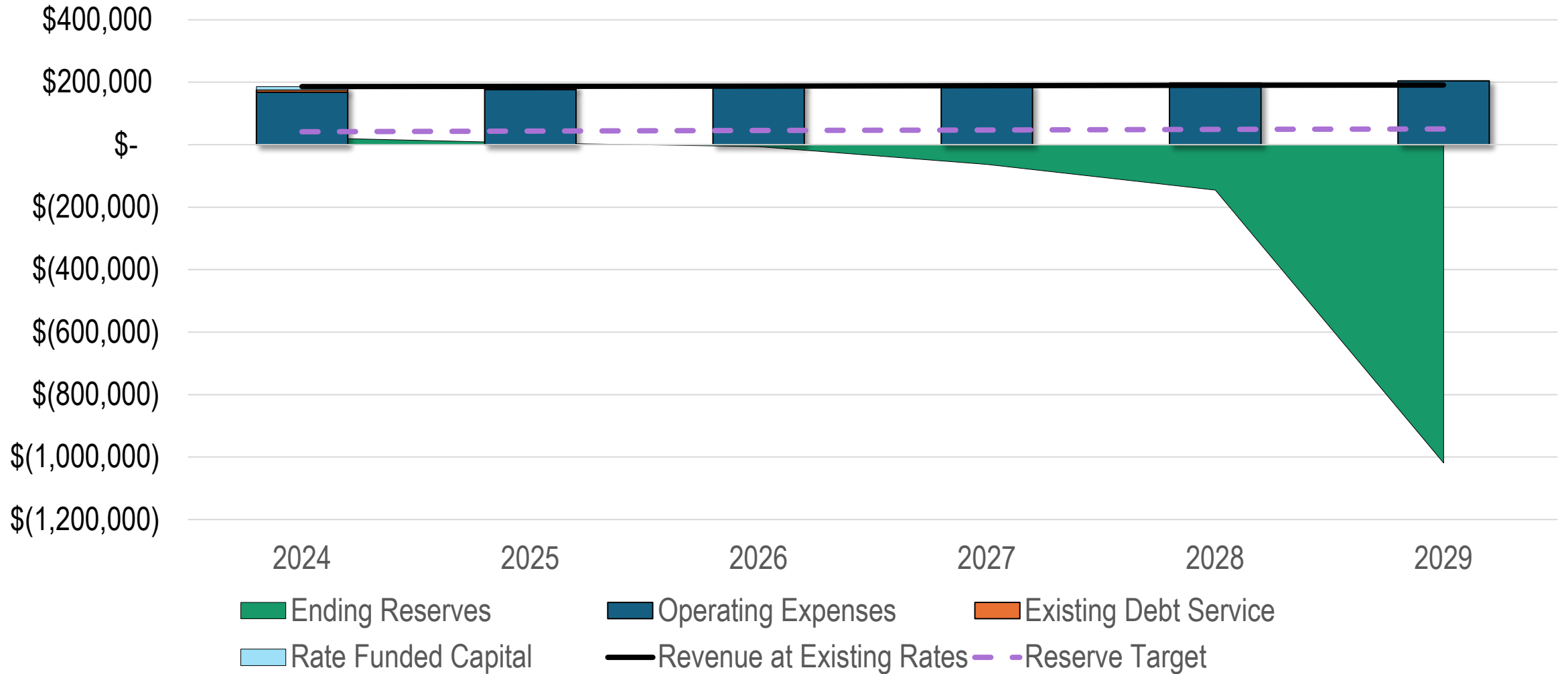


- CIP totals \$1.0M
  - » Reflects CIP deferrals
  - » \$0.8M of loan proceeds assumed (2029)
    - 20yr term & 1.50% interest
    - Funds 5<sup>th</sup> St. Pine to Maple pipe upsizing



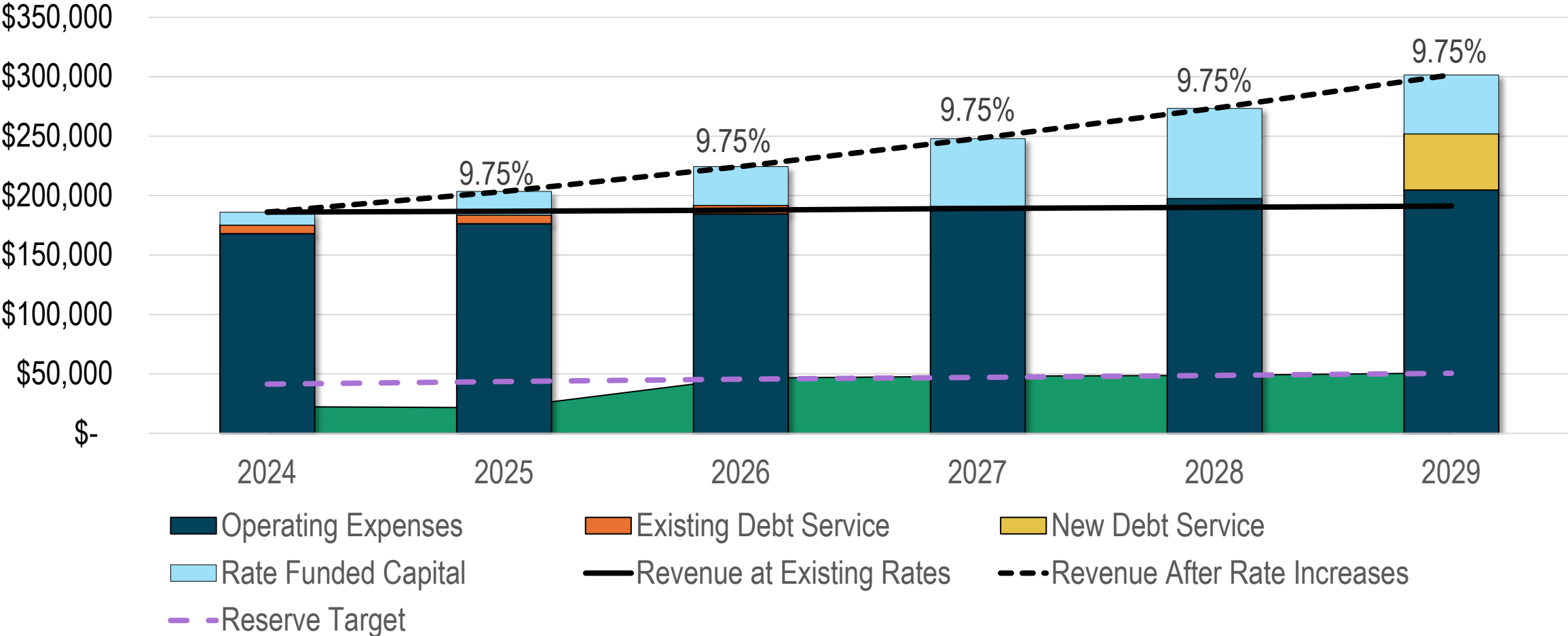
# Revenue Requirement – Existing Rates

Item 1.





# Revenue Requirement – Proposed Strategy



Residential Bill Impacts	Existing	2025	2026	2027	2028	2029
Monthly Bill	\$ 15.20	\$ 16.68	\$ 18.31	\$ 20.10	\$ 22.06	\$ 24.21
\$ Change		\$ 1.48	\$ 1.63	\$ 1.79	\$ 1.96	\$ 2.15



# Water Rate Design





# Overview of Rate Design

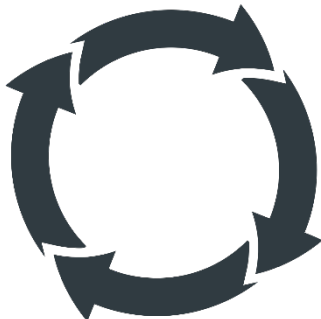
- Development of fixed or variable charges assessed to customers



Aligns fixed and variable costs with fixed and variable revenue sources



Generates sufficient revenue to meet utility requirements



Meet goals and objectives of the utility (e.g., conservation)

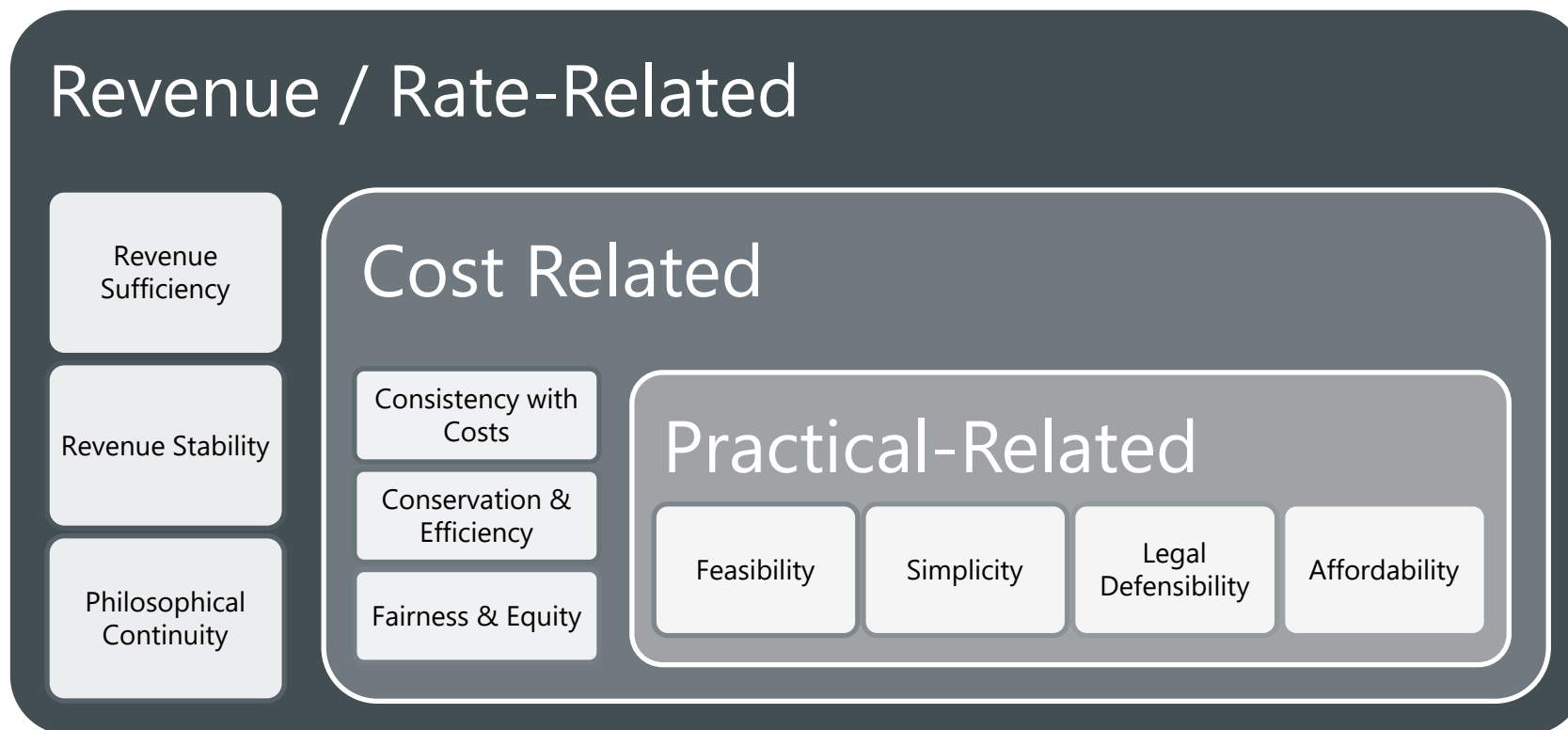


Evaluate monthly rate impact for different levels of use



# Rate Design Goals

- No structure can completely achieve all the objectives – it's a balancing act



Source: *Principles of Public Utility Rates*, Bonbright, Danielson and Kamerschen



# Rate Design – Considerations

- No structure changes for electric, sewer, and stormwater utility
  - » Apply increase across the board
- Proposed structural changes for water utility
  - » Separate into single family residential & non-single family



# Rate Design – Considerations (Water)

- Single family
  - » Reduced monthly fixed charge to promote affordability
  - » Eliminate allowance to promote conservation
    - Charge for all usage
    - Provides customers more control over their bill
- Non-single family
  - » No structural changes proposed
  - » Increases applied on an across the board basis
- 2026 – 2029 proposed rates increase across the board for all customers



# Proposed Rate Structure

Description	Existing	Rate Design Alternative				
		2025	2026	2027	2028	2029
<b>Fixed Monthly Charge</b>						
<b>Single Family Residential</b>						
Meters 1" or smaller	\$ 88.76	\$ 79.00	\$ 84.14	\$ 89.60	\$ 95.43	\$ 101.63
Meters larger than 1"	113.80	101.29	107.87	114.88	122.35	130.30
<b>Non-Single Family</b>						
Meters 1" or smaller	\$ 88.76	\$ 94.53	\$ 100.67	\$ 107.22	\$ 114.19	\$ 121.61
Meters larger than 1"	113.80	121.20	129.08	137.47	146.40	155.92
<b>Volume Charge (\$ / ccf)</b>						
<b>Single Family Residential</b>						
Block 1 (0-5 ccf)	\$ -	\$ 3.07	\$ 3.27	\$ 3.48	\$ 3.71	\$ 3.95
Block 2 (>5 ccf)	1.30	3.07	3.27	3.48	3.71	3.95
<b>Non-Single Family</b>						
Block 1 (0-5 ccf)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Block 2 (>5 ccf)	1.30	1.38	1.47	1.56	1.67	1.77

**Notes :**

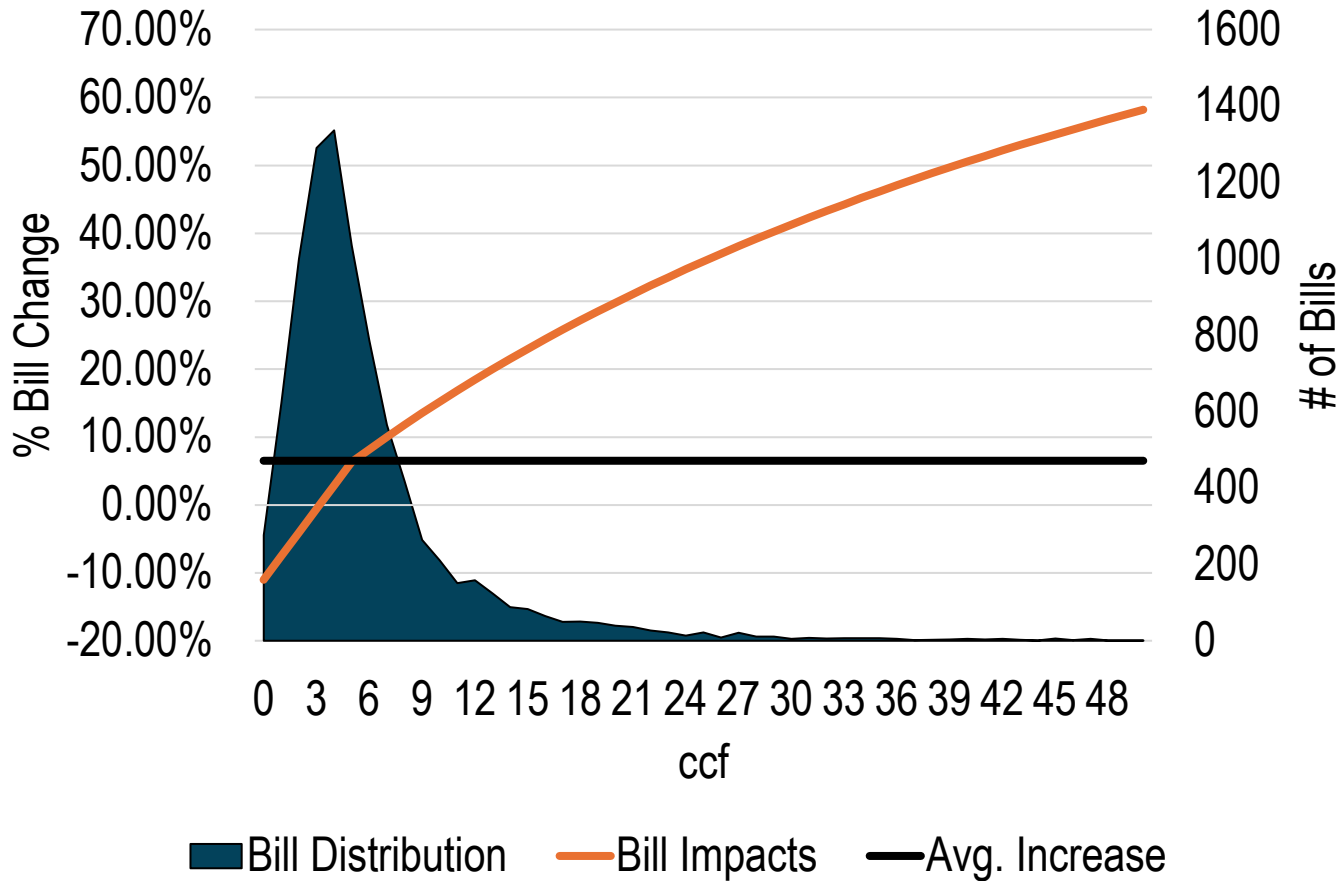
*Monthly meter charge for customers located outside the City are increased by 1.50x*

*Unmetered customers are billed the meter rate based on number of units*



# Single Family Residential 2025 Impacts

### Impact by Usage Level



ccf	Existing		2025 Proposed		Difference		
	\$		\$		\$	%	
0	\$	88.76	\$	79.00	\$	(9.76)	-11.00%
3		88.76		88.22		(0.54)	-0.61%
5		88.76		94.36		5.60	6.31%
6		90.06		97.44		7.38	8.19%
7		91.35		100.51		9.16	10.02%
8		92.65		103.58		10.93	11.80%
9		93.94		106.65		12.71	13.53%
10		95.24		109.73		14.49	15.21%
11		96.53		112.80		16.27	16.85%
20		108.19		140.45		32.26	29.82%
30		121.15		171.18		50.03	41.30%
40		134.10		201.90		67.80	50.56%

winter avg.  
annual avg.  
peak mo. avg.

- Low users see a bill decrease
  - » 35% of bills are 3ccf or less
- Revisit rate structure in a couple of years to assess impacts on consumption

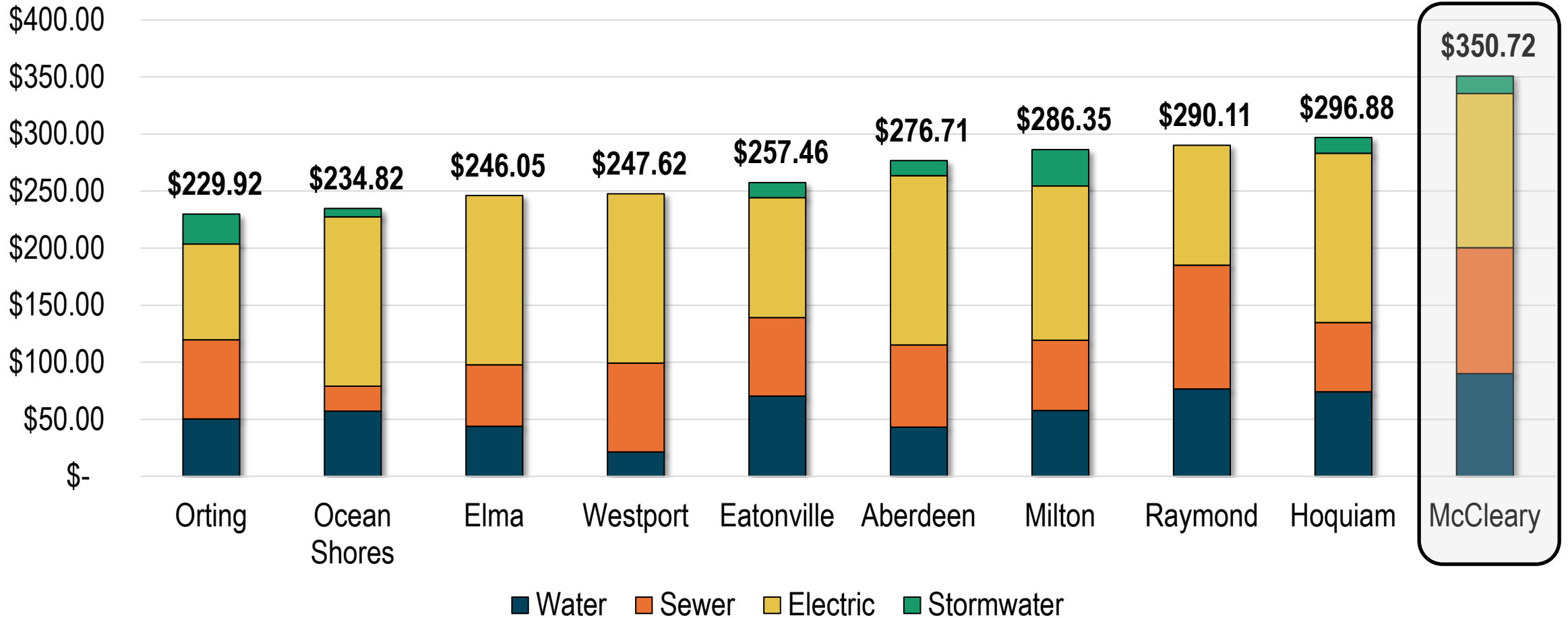
# Impacts







# Combined Residential Rate Survey – Existing Rates



**Notes:**

No stormwater rates identified for Raymond, Westport, & Elma | Some utilities assess taxes on top of bill



# Residential Monthly Bill Impacts

- Monthly impacts for residential customer across all utilities

Residential Bill (\$)	Existing	2025	2026	2027	2028	2029
Average User	\$ 350.72	\$ 381.77	\$ 414.74	\$ 432.03	\$ 450.21	\$ 469.27
Low User	289.36	304.10	326.87	341.19	356.28	372.16
High User	437.30	488.40	535.17	556.63	579.16	602.70

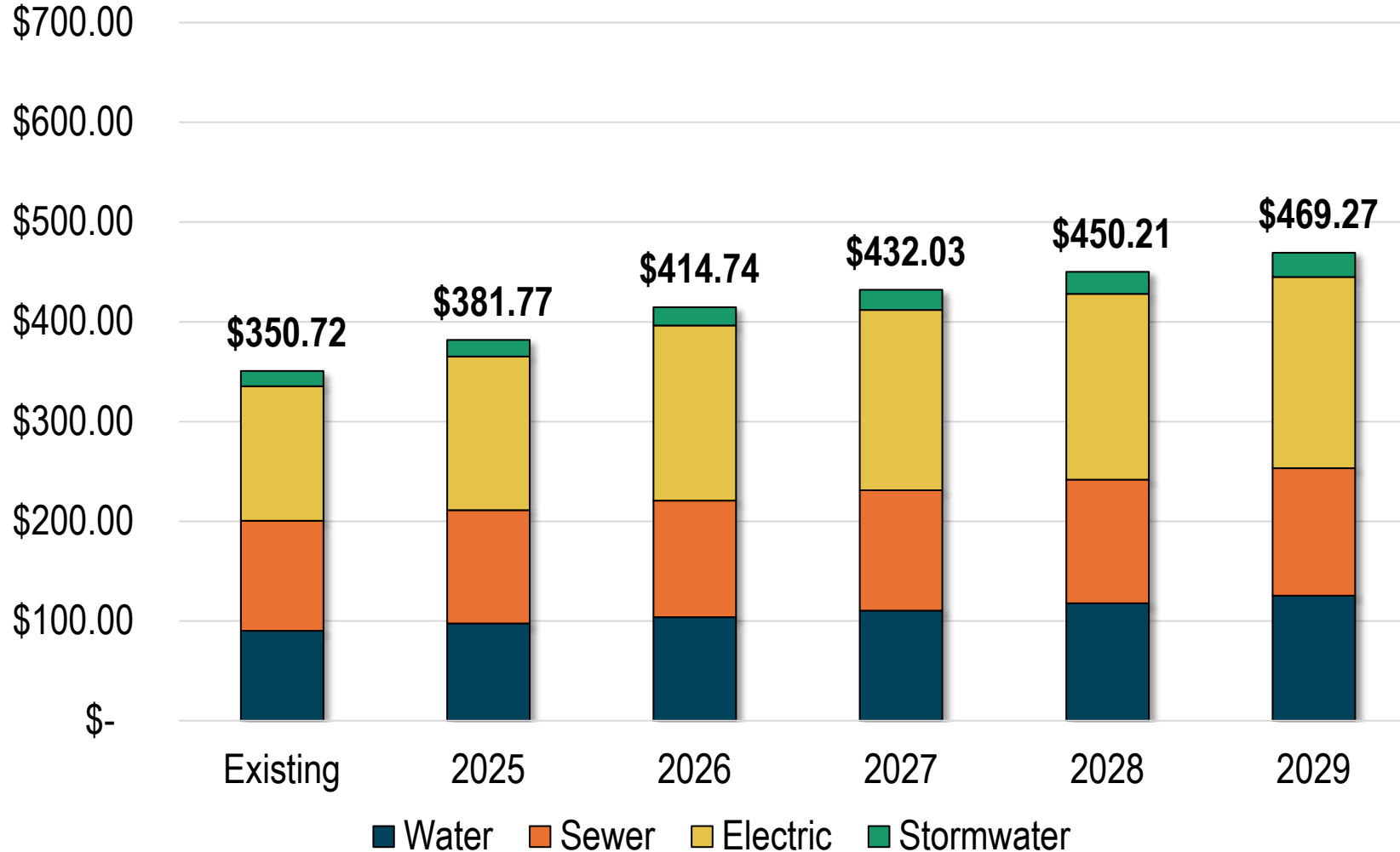
Residential Bill (% Increase)	Existing	2025	2026	2027	2028	2029
Average User		8.85%	8.64%	4.17%	4.21%	4.23%
Low User		5.09%	7.49%	4.38%	4.42%	4.46%
High User		11.69%	9.58%	4.01%	4.05%	4.06%

*Note: Water usage - 3ccf (Low), 6ccf (Avg.), 11ccf (High) | Electric usage - 600kWh (Low), 1,200kWh (Avg.), 2,000kWh (High)*



# Residential Monthly Bill Impacts – Average User

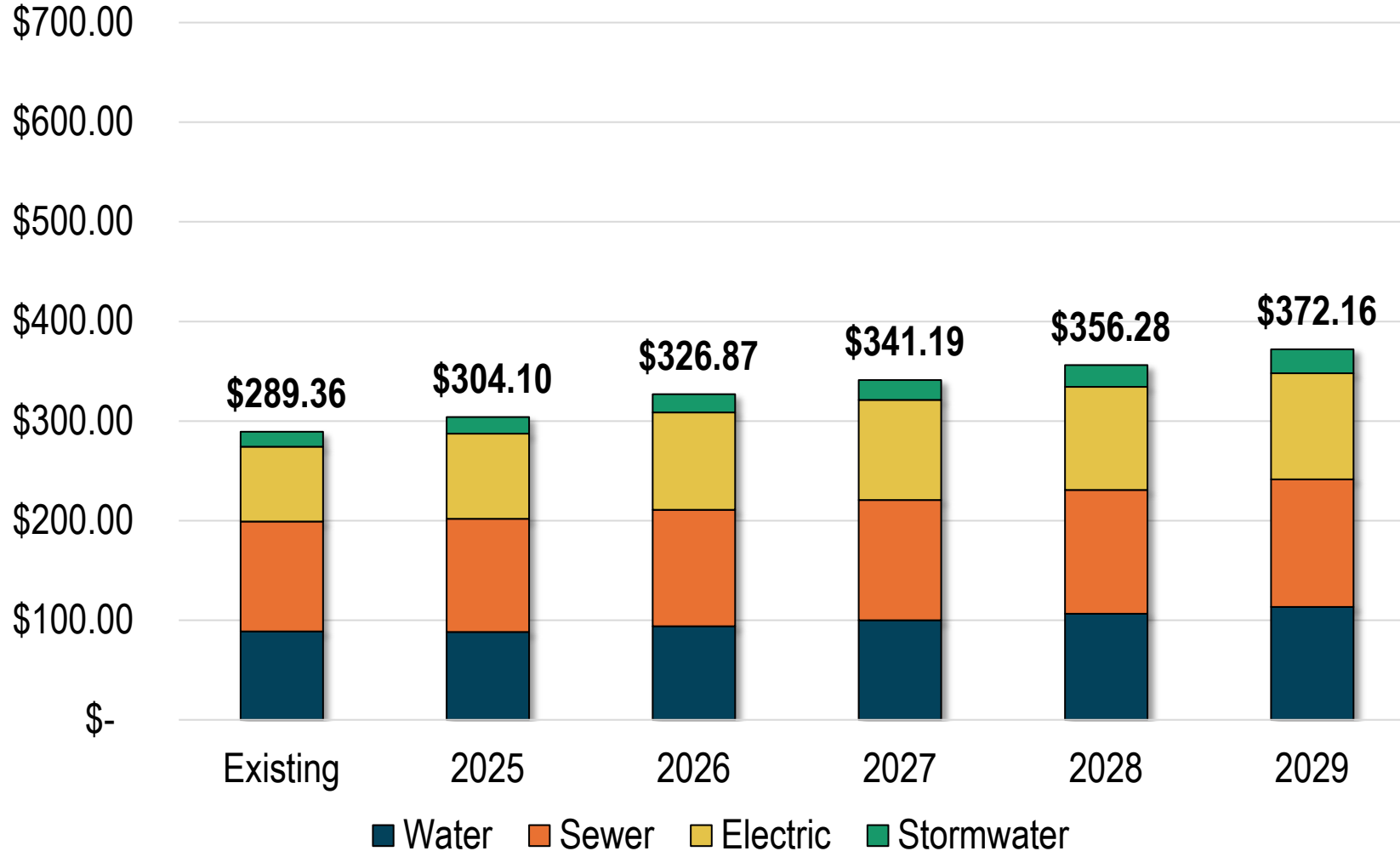
Residential Monthly Bill – Average User





# Residential Monthly Bill Impacts – Low User

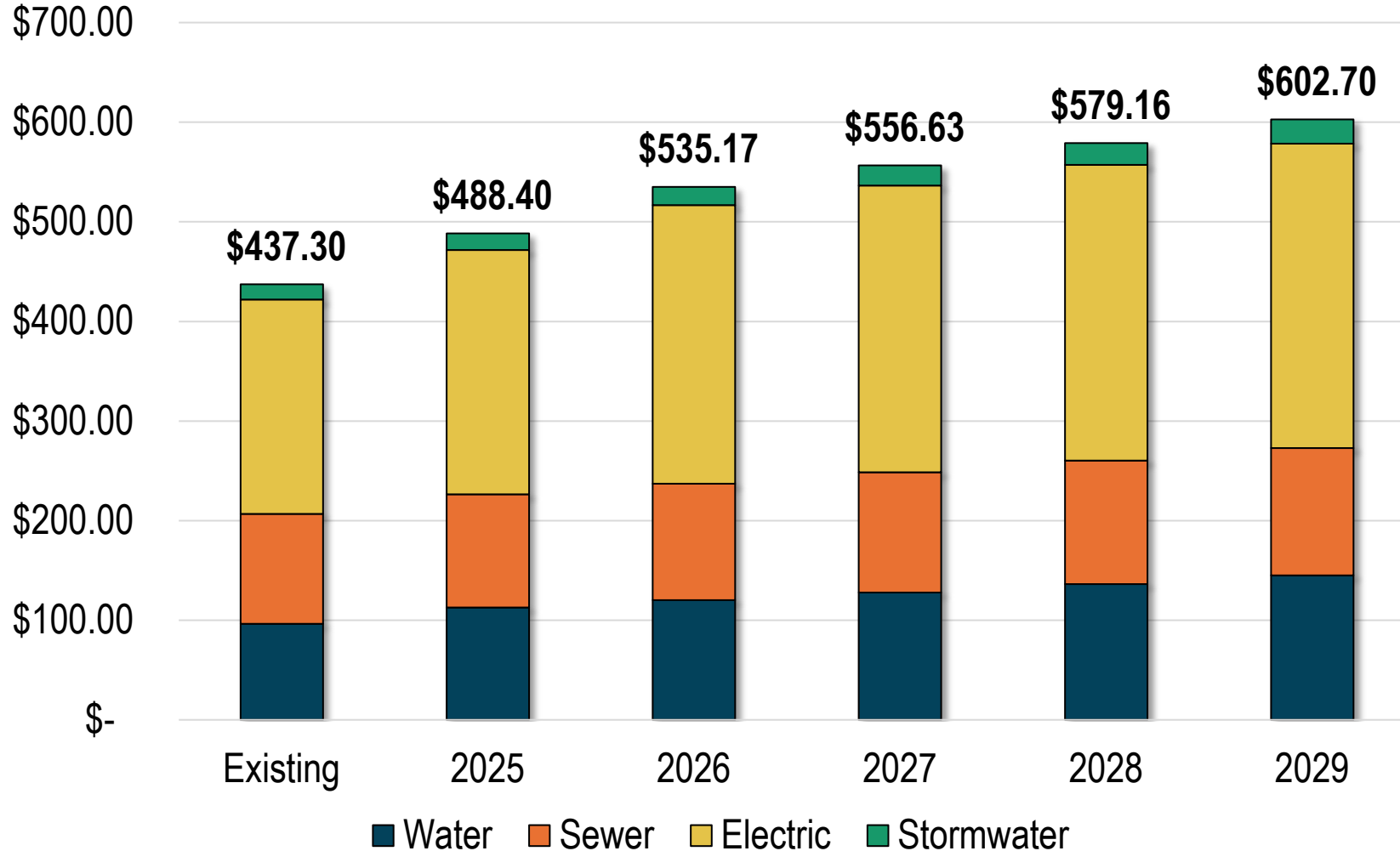
Residential Monthly Bill – Low User





# Residential Monthly Bill Impacts – High User

Residential Monthly Bill – High User





# Discussion & Next Steps

- Incorporate feedback on scenarios

Proposed Rate Adjustments	2025	2026	2027	2028	2029
Water	6.50%	6.50%	6.50%	6.50%	6.50%
Sewer	3.00%	3.00%	3.00%	3.00%	3.00%
Electric	14.00%	14.00%	3.00%	3.00%	3.00%
Stormwater	9.75%	9.75%	9.75%	9.75%	9.75%

- Rate design

- » Water

- Separate single family residential & non-single family customers
- Eliminate allowance for single family customers

- » All other utilities increase across the board

- Rates effective January 2025

# Thank you! Questions?

**Sergey Tarasov, Principal**  
**(425) 867-1802 ext 247**  
**[sergeyt@fcsgroup.com](mailto:sergeyt@fcsgroup.com)**

**[www.fcsgroup.com](http://www.fcsgroup.com)**



# MCCLEARY CIVIC RENEWAL COUNCIL EVENT SUPPORT



The McCleary Civic Renewal Council relies on support from the City of McCleary to offer events that are good for the community and good for local businesses. This document describes support needed from the City of McCleary for these events. We ask that the City of McCleary and City Council include these resource needs when setting annual priorities, work plans, and budgets.

## 1. CHRISTMAS IN MCCLEARY (NOV-DEC)

- Reindeer Display - Power/Outlet access at Beerbower sign to light 6-foot reindeer display, ground spotlights, and net lights on shrubs.
- Courts, Softball Field, and Park Decorations – City covers liability. Power sources at train, courts, ball field, white fencing for small trees and blow-up displays and other event zones.
- Course and Event Safety - Safety cones marking sidewalk transition along area north of Dollar General to Beck Street on the fog line. Law enforcement presence near high traffic areas along course (Rainbow/VFW and Dollar General etc.).
- Street Closures 2:30pm-7:00pm - City Hall Parking lot/entrance, First Street, Beck Street, Mommsen.
- Trot, Entertainment, Train Lighting, Cocoa & Cookie Reception- By Friday Decorate/Hang lights to outline park kitchen. Prepare/Install power sources @ run start and end. Provide light lamp in city hall parking lot for entertainment and gathering space back-lighting. City staff member to “flip switch” at the train (MC’d by MCRC). Hang banner over street and string lights over courts– City covers liability. Decorations will remain lit in the park through Dec. Staff support for blocking roads, placing safety cones/panels, place/operate temp power equipment. Sandwich sign allowed in park.

## 2. COUNTRY BEAR FUN RUN (MAY-JULY)

- Registration and Finish line – Traffic barricade, cones, and temporary power. Registration booth and arch will be placed in the street. Run Start – Traffic barricade, arrow paint on street. Banner on train/over the street. City sponsor and hold liability for banner. Hang banner over street. Sandwich sign allowed in park.
- Cones and arrow markers placed along course. Approx. 20 cones or temporary traffic signage at intersections. Participants will all have a map and there will be course monitors at major intersections.
- Staff support for blocking roads, placing safety cones/panels, place/operate temp power equipment.

## 3. ANNUAL CITY-WIDE GARAGE SALE (AUG-SEPT)

- Waive event, food truck, vendor fees for garage sale weekend. Support vendor participation with County. Assist vendors with setup. Distribute maps from city hall on Friday.
- Hang banner on train/over the street. City sponsor and hold liability for banner. Hang banner over street. Sandwich sign allowed in park.

## 4. WELCOME TO MCCLEARY BAGS (ONGOING)

- Update and maintain “Government Services” Guide and include in bags
- Distribute bags from front counter to any new resident with a McCleary address (98557 zip code).





**CONTACT**

@ admin@mcclearycivicrenewal.org

McCleary Events

www.mcclearycivicrenewal.org

**McCleary, WA**



**McCleary Civic  
Renewal Council Board  
of Directors**

**PO Box 603  
McCleary, WA 98557**

**Contacts:  
Carri Comer  
Chantol Segó**

**MCRC Christmas in McCleary City of McCleary Support Reference Guide**

The MCRC and City of McCleary collaborate to provide memorabilia for Christmas in McCleary events in the park each year. This guide describes power and course support provided by the City of McCleary.

Item 2.

**Course Map**



**DESCRIPTION**

- 1 Reindeer Display**  
9am Power/Outlet access at Beerbower sign to light 6-foot reindeer display, ground spotlights, and net lights on shrubs.
- 2 Courts, Softball Field, and Park Decorations – City covers liability**  
9am Power sources at train, courts, ball field, white fencing for small trees and blow-up displays and other event zones.
- 3 Course and Event Safety**  
2:30 Safety cones marking sidewalk transition along area north of Dollar General to Beck Street on the fog line.  
2:30 Law enforcement presence near high traffic areas along course (Rainbow/VFW and Dollar General etc.).
- 4 Street Closures 2:30-7**  
2:30 City Hall Parking lot/entrance, First Street, Beck Street, Mommsen Trot, Entertainment, Train Lighting, Cocoa & Cookie Reception.  
By Friday Decorate/Hang lights to outline park kitchen and over courts.
- 5**  
9AM Prepare/Install power sources @ run start and end.  
2:30 Provide light lamp in city hall parking lot for entertainment and gathering space backlighting.  
5:45 City staff member to “flip switch” at the train (MC'd by MCRC).

**ADDITIONAL**

City hangs banner over street and lights over courts– **City covers liability.**  
By the Friday before the event  
Chalk directional arrows marking course route.  
9am Kitchen power/reservation.  
9am Use of outdoor 20-50 ft extension cords to power decorations (x15).  
9am Extension cord safety strips/covers.

**SATURDAY**

9am MCRC volunteers decorate the park Saturday. Decorations to remain placed and lit in the park throughout December.  
2:30 Saturday – City staff support (1-2) for blocking roads, placing safety cones/panels, light lamps, etc. (x10).  
6:15 CHRISTMAS CONVOY PARADE PASSES PARK.

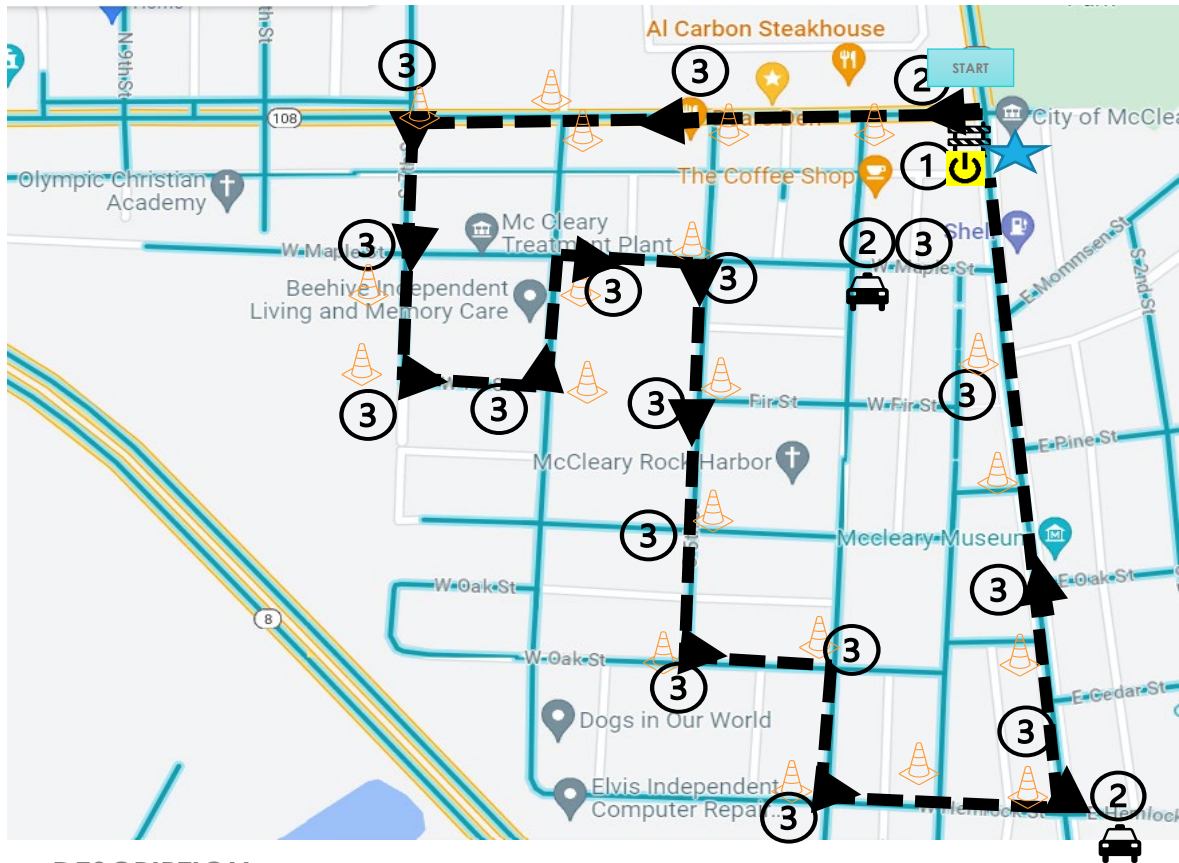


**MCRC Country Bear Fun Run City of McCleary Support Reference Guide**

The MCRC, Bear Festival, and City of McCleary collaborate to provide the Country Bear Fun Run during Bear Festival each year. This guide describes power and course support provided by the City of McCleary.

Item 2.

**Course Map**



**CONTACT**

@admin@mcclarycivicrenewal.org

McCleary Events

www.mcclarycivicrenewal.org

**McCleary, WA**



**McCleary Civic  
Renewal Council Board  
of Directors**

**PO Box 603  
McCleary, WA 98557**

**DESCRIPTION**

- 1** **Registration and Finish line**  
**Traffic barricade, cones, and temporary power (generator).** Registration booth and arch will be placed in the street. Traffic barricade at 3<sup>rd</sup> and Simpson W crosswalk to grass median, arrow paint on street. Participants will have a map and there will be course monitors at major intersections.
- 2** **City Staff Support**  
 Staff support for blocking roads, placing safety cones/panels, place/operate temp power equipment, and police safety presence.
- 3** **Course and Event Safety**  
 By 7:00am event day  
 Cones and arrow markers placed along course. Approx. 20 cones or temporary traffic signage at intersections.  
 Police vehicle/volunteer vehicle and personnel at Third and Hemlock and at Maple and Main.

**ADDITIONAL**

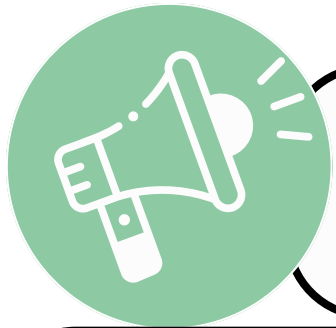
- NOTICES WILL BE POSTED IN COMMUNITY FACEBOOK GROUPS AND AT LOCAL BUSINESSES.
- ELMA GIRLS BASKETBALL TEAM ARE COURSE MONITORS.

**SATURDAY**

- CITY STAFF SUPPORT
  - o 7:00-7:15 – POWER, BARRICADE PLACEMENT
  - o 8:45-10:30 – POLICE VEHICLE AT KEY INTERSECTIONS
  - o 10:30 – PICK UP POWER/GENERATOR, BARRICADES, CONES/SIG

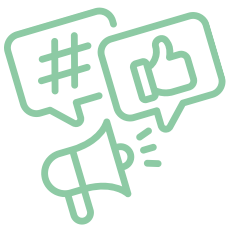


# 5 WAYS TO SUPPORT THE ANNUAL CITY-WIDE GARAGE SALE

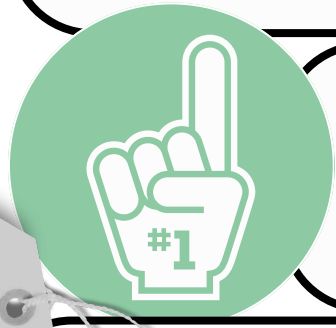


## PROMOTE

PROMOTE EVENT IN YOUR BUSINESS VIA SOCIAL MEDIA, READER BOARDS, FLYERS, WORD OF MOUTH, ETC. WE BELIEVE IN THE POWER OF REPETITION!



**OFFER SPECIALS**  
BRING MORE SERVICE TO YOUR BUSINESS AND HIGHLIGHT OUR PARTNERSHIP. PEOPLE WILL BE IN TOWN LOOKING FOR DEALS AND SPECIALS. OFFER AN EVENT-THEMED PROMOTIONAL SPECIAL OR DEAL!



## BE A SUPPORTER

SUPPORT THE PRODUCTION OR EVENT BY MAKING CONTRIBUTIONS IN THE FORM OF MONETARY DONATIONS AND DONATING ITEMS FOR EVENT PRODUCTION, RAFFLES, AND PRIZES. YOUR BRANDING ON GREAT PRIZES MAKES FOR A GREAT MARKETING!



**PROVIDE SPONSORSHIP**  
PROVIDE SPONSORSHIP FOR THE EVENT BY MAKING A 3-5 YEAR COMMITMENT AS A "SUPPORTER" TO HELP ENSURE SUSTAINABILITY.



## BECOME AN ORGANIZER

BE AN EVENT ORGANIZER BY FUNDING AND PROJECT MANAGING A COMPONENT OF THE EVENT FOR 3-5 YEARS. THIS PROVIDES INFRASTRUCTURE AND SHOWS PARTNERSHIP IN SHARED VISION FOR COMMUNITY ACTIVITIES AND ENGAGEMENT IN MCCLEARY.



YOUR GENEROUS SUPPORT AND SPONSORSHIP HAS MADE A TREMENDOUS IMPACT ON OUR CAUSE AND WE WOULD LIKE TO EXPRESS OUR SINCERE APPRECIATION FOR YOUR SUPPORT.



# GOVERNMENT SERVICES

City of McCleary

## Quick Reference Guide

There are several government services in McCleary. This listing can help you find your way around and take advantage of the community services and support available here.

The City of McCleary is governed by a Mayor and five Council members. Citizens are invited to serve on Commissions that help inform and guide vision and operations.

City Council

Mayor

Commissions



# CITY GOVERNMENT

100 South 3rd Street  
McCleary, WA 98557

Phone: (360) 495-3667  
Fax: 360-495-3097

## Hours

Monday - Friday  
8:00am - 4:00pm

City Hall is the one-stop-shop for the following services:

- Beerbower Park
- Cemetery
- Community Center
- Food Bank
- Fire Department
- Government and utility Updates
- Police Department

City Hall is closed daily from 12:30pm to 1:00pm for lunch.

**City Hall**

**Public Utilities**

**Police Department**



## HELP & SUPPORT

### Volunteer Fire Department

The McCleary volunteer firefighters give their time from home to help the citizens of McCleary. They are a very humble group of volunteers that rarely receive the credit deserved.

### McCleary Food Bank

Address: 100 South 3rd Street

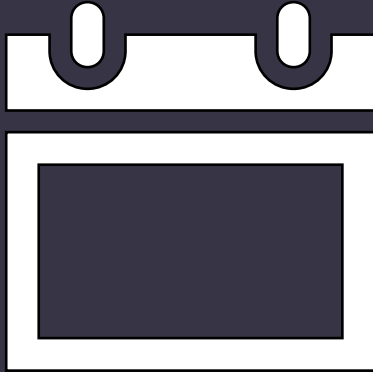
McCleary, WA 98557

Open twice per month on the 2nd and 4th Mondays from 8:30am - 11:00am  
Located across from City Hall in Park Building B

### Highway Junctions



The McCleary Firefighters' Association is dedicated to fire and rescue services serving the city of McCleary as well as Grays Harbor Fire District #12. The Firefighter's Association is made up of generations of current and past Firefighters that serve the area. While they are associated with the city of McCleary as well as district 12, they are an independent association with their own governing body.



# FACILITIES, PARKS, RESERVATIONS

## Beerbower Park History

Beerbower Park amenities include plumbed restrooms, playground, softball field, baseball field, soccer field, basketball hoop, pickle ball court, large grass area for family activities, park kitchen and covered eating area. The park is the former site of the Simpson Timber Company sawmill, planing mill, and other shops. The Simpson Door

Company, one of the oldest continuously operating door plants in the nation, is McCleary’s main industry and largest employer. The park is named after a former McCleary City Council Member and Mayor, Ernie Beerbower, and it is the site of the McCleary Bear Festival, Christmas in McCleary festivities, National Night Out, and many other community events. The field, kitchen, and covered eating area may be reserved.

### McCleary Cemetery

Address:

816 W Simpson Avenue,

McCleary, WA 98557

Information Call City Hall:

(360) 495-3667

### McCleary Community Center

Address: 726 W Simpson Avenue,  
McCleary, WA 98557

Rental Fee: \$150

Deposit: \$200

Amenities: Tables, chairs, Wi-Fi, oven, stove, refrigerator/freezer, cleaning supplies.

Max occupancy: 75

Reservations: Call City Hall

(360) 495-3667

### Beerbower Park

Address: 100 South 3rd Street  
McCleary, WA 98557

Park/ Kitchen/ Covered Area  
Facilities Reservations:

Rental \$50.00

Deposit + \$150 rental

Reservations: Call City Hall

(360) 495-3667



## FOUNDATIONAL SERVICES

### *McCleary Timberland Library History*

The current McCleary Library opened in 2003 as a result of a joint project of the City of McCleary, Timberland and the Friends of the McCleary Library. The current 2112 square foot building was formerly a video store which was remodeled and expanded to provide more space for materials, computers, and programs. The old building had been Timberland's smallest library at just over 600 square feet.

The City of McCleary contracted for library service from TRL in 1969 and annexed to the district in 1982. The McCleary library was closed December 1985 and the McCleary Book Nook was established. The Book Nook, which was run by volunteers, was not a full-service library and served as a convenient access and referral point to the full range of TRL's resources and services. A full-service library was reopened February 1988.

McCleary is the first Timberland Regional Library to pilot **Expanded Access Hours (EAH)**. This program offers registered patrons access to the library in addition to staffed operating hours.

#### McCleary Elementary School

Address: 611 South Main Street  
McCleary, WA 98557

(360) 495-3204

#### McCleary Post Office

Address: 117 S 4th St,  
McCleary, WA 98557

Phone: (800) 275-8777

#### McCleary Timberland Library

Address: 121 S 4th St,  
McCleary, WA 98557 121

(360) 495-3368





# McCleary Regular City Council Meeting

Wednesday, July 24, 2024 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

## Minutes

### Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:30pm

#### PRESENT

- Councilmember Jacob Simmons
- Councilmember Brycen Huff
- Councilmember Max Ross by phone
- Councilmember Keith Klimek

ABSENT Mayor Chris Miller

A motion was made, seconded and passed to excuse Councilmember Andrea Dahl.

### Agenda Modifications/Acceptance

Councilmember Huff requested to move the camera police Resolution item to item 4 and move the others items after that. Councilmember Simmons asked to add a discussion on turning camera back on if the Resolution is approved. Motion made by Councilmember Simmons, Seconded by Councilmember Klimek to move the camera policy Resolution to item number 4 and add a discussion regarding turning cameras back on to the agenda. Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Klimek

### Special Presentations

None

### Public Comment - Agenda Items Only

None

### Consent Agenda

1. Accounts Payable July 1-15, 2024 Ck Numbers 53498-53538 Including EFT's Totaling \$144,676.26
2. Minutes – June 26, 2024
3. Minutes – July 10, 2024

Motion made by Councilmember Simmons, Seconded by Councilmember Klimek to approve consent agenda.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Klimek

### Updates

None

### New Business

None

## Ordinances and Resolutions

### 4. Camera Policy Resolution

Councilmember Simmons provided an overview of the policy committee draft changes to the policy. He explained they reviewed Councilmember Dahl's suggestions and incorporated her major concerns. This policy puts the camera software in the hands of the police chief. Councilmember Ross stated he is ready to adopt the policy and thanked Keith and Jacob for their work on it.

Motion made by Councilmember Klimek, Seconded by Councilmember Simmons to Resolution No. 763 Adopting the camera video surveillance policy.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Klimek

### 5. Turning on Cameras Discussion:

Councilmember Simmons stated the cameras have been misused since they were purchased and he doesn't believe in a surveillance state. They were put in four years ago and sold on the false lie that it is for our safety. It is used and abused by past and present leaders. He does not support turning the cameras back on.

Councilmember Klimek stated he has heard about recent child abductions in other areas and doesn't want that to happen here. He is requesting one of the cameras to be put in the park so we don't have to worry about the kids playing at the park. He would like to turn cameras on.

Councilmember Ross stated he understands their opinions. He thinks the cameras are for safety. He would like to at least see the cameras at all entrance/exits to the city turned on, and only accessed if there is an issue. Then there could be further discussion on placement of other cameras, as he agrees that he doesn't think there needs to be as many.

Councilmember Huff stated we have cameras at entrances and buildings to also deal with vandalism. He supports the cameras at the exits and entrances to town. He stated Centralia has plate readers and even more camera presence; it is becoming more common. He said he is in favor of the cameras, and he still wants the logs to see how they have been used. The policy can be adjusted as needed. He stated he spoke to Chief Patrick and he stated he will provide the logs if directed to by policy.

Councilmember Klimek asked how many cameras are installed. Chad Bedlington stated between 16 and 25. He was not sure off the top of his head. He stated there are two cameras that were purchased in the past that have not been installed that were slated for the transit station and park.

Councilmember Klimek stated those are the locations that cameras are needed. Councilmember Simmons stated new camera placement is not on the agenda tonight. Councilmember Ross stated it would be good to have the Public Safety Committee look at locations for the cameras. He stated he would like the entrance and exit cameras turned on and then more discussion on the others in a future meeting.

Chad Bedlington asked that the council consider three cameras at the treatment/well properties as well for a total of 6 camera with the entrance and exit ones.

Motion made by Councilmember Ross, Seconded by Councilmember Klimek to approve turning on the cameras at the treatment plant, wells and entrance and exit to town for a total of six cameras.

Voting Yea: Councilmember Huff, Councilmember Ross, Councilmember Klimek

Voting Nay: Councilmember Simmons

## Old Business

### 6. Washington Department of Enterprise Services - Energy Services Authorization/Agreement Bedlington agreement with the Department of Enterprise Services

explained the City applied for a decarbonization grant and was awarded \$2,750,000 for a solar array project. There was a presentation last meeting regarding the project. The next step in this project is to complete an Investment Grade Audit (IGA) which generates an Energy Services Proposal. He stated this will get the project to 30% design and refine the scope of the project. This is facilitated through contracts with the State. Bedlington is asking for approval to enter into an agreement with Department of Enterprise Services (DES). The cost to complete the IGA is just under \$48,000, and is reimbursable through the Department of Commerce grant award. Initially the cost will be born by Light and Power Utility Fund, and after we would seek reimbursement through the grant. While the IGA is being completed a contract will be drafted and negotiated with the Department of Commerce to secure the grant funding under contract. This is the kickoff for the project and determining the benefits of the solar array system to the City. The next milestone will be to discuss the Audit and the Energy Service proposal.

Councilmember Huff asked about the timeline for approval of this agreement. Mr. Bedlington stated the IGA will take 6 to 8 weeks to complete, which is about the same time period it will take to negotiate the grant contract with Department of Commerce. They will run on a parallel course. Councilmember Simmons asked if the audit will be presented around the same time as the Commerce contract. He asked how long to reimburse the Light and Power Fund. Mr. Bedlington stated the city would do quarterly billing for the grant. Councilmember Simmons asked if at any point we stop the project will we still get the money reimbursed? Mr. Bedlington stated he can only guarantee the funds will be reimbursed by the grant once the funding is approved by council.

Council member Huff asked if the item can be moved to the next meeting so Councilmember Dahl can also be present. Mr. Bedlington stated waiting two weeks should not be a problem. Councilmember Ross and Simmons were ok with the waiting until the next meeting.

The item was tabled to the next meeting.

#### 7. Recreation and Conservation Office (RCO) Grant Application Authorizations

Chad Bedlington stated the City has applied for two RCO grants for parks. One for improvements to Beerbower Park and one to install/create a pocket park on city owned property in the Summit Place II area of the City. He stated this authorizes the Mayor to signing authority for the projects. The final approval, if awarded the grants, will still have to be presented to council and approved before accepting any grant funds. He explained the application process includes presentation as well as the formal application and takes a few months before awards are announced. It is a very competitive program.

Councilmember Huff asked about the maintenance of the pocket park, stating he doesn't see how it benefits the city. Mr. Bedlington stated the city would maintain like our other park property, and the purpose of this location is because it is already owned by the city so no purchase of property is necessary. He noted the city has reviewed two vendors with 50% grant opportunities for the purchase of equipment.

Councilmember Ross stated parks increase property values and rankings for desirability to live in an area. He stated it is not safe for kids to ride bikes or walk to Beerbower Park from Summit Road area and thinks new parks and recreation opportunities are good for the community.

Motion made by Councilmember Simmons, Seconded by Councilmember Ross to approve the Beerbower Park application authorization.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Klimek

Motion made by Councilmember Klimek, Seconded by Councilmember Ross to approve the North Summit Road Pocket Park application.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Klimek

### **Public Comment - City Business Only**

Missi Olson stated Bear Fest was very nice. She was concerned about the landscaping and planters across from the Chiropractors office, stating there were no plants, weeds and the planters were falling apart. The plants in front of City Hall are shade plants and were withering in the heat, it was a waste of money to purchase them. She asked about a dog park and suggested the area by the cemetery and creek. She stated she decided to speak to her neighbors about the grass length issue instead of filing a complaint.

April Marsh stated the sidewalks, planters and parking lot behind city hall were all in terrible shape for Bear Fest. We need to maintain what we have before adding more to the list. We used to travel roads through high traffic areas as kids and we were just fine. We don't need another park to maintain.

Carri Comer stated she loves our parks and thinks the city should be promoting the community center more. The current park is a dump most of the time and the city should work on that before taking on more. She stated that the city should be reaching out to community partners for help with cleaning up the city before large events. She stated a lot more could have been accomplished. By the Council approving the grant for a park in Summit area you just sealed the deal for the mayor to rerun since he is keeping promises to his neighbors.

### **Executive Session**

None

### **Council Comments**

Councilmember Huff asked for discussion on allowing dogs in the park. Councilmember Klimek stated he spoke to Chad about getting together costs to put in waste stations and rule signs. He would also like to know if there would be any maintenance costs. Dog park discussion will be placed on the next agenda.

Gary Atkins was on the phone and asked to provide public comment. He stated he has been told the planters by the Chiropractor office are not city owned. He stated there could be a temporary fence put up behind the baseball area in the park to test out a dog park.

Lisa Jo, also online, stated the planters have always been maintained by the city in the past. Councilmember Huff stated that it could have been the Chamber of Commerce as well.

Councilmember Huff stated that National Night Out is August 6, 2024 at 6:00 pm at City Hall.

Councilmember Ross thanked Bear Fest and Councilmember Dahl for all their work on the event.

### **Mayor Comments None**

### **Adjourn**

Motion made and seconded to adjourn the meeting at 7:34pm.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Klimek



# McCleary Regular City Council Meeting

Wednesday, August 14, 2024 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

## Minutes

### Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:30pm

### PRESENT

Councilmember Jacob Simmons

Councilmember Brycen Huff

Councilmember Max Ross

Councilmember Andrea Dahl

Councilmember Keith Klimek

ABSENT Mayor Chris Miller

### Agenda Modifications/Acceptance

Councilmember Simmons requested to add camera access discussion to the agenda under old business. Motion made by Councilmember Simmons, Seconded by Councilmember Dahl to add camera access discussion to the agenda.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek

### Special Presentations

None

### Public Comment - Agenda Items Only

None

### Consent Agenda

1. Accounts Payable July 16-31, 2024 Ck Numbers 53541, 53542, 53581-53618 Including EFT's Totaling \$92,011.81

Motion made by Councilmember Dahl, Seconded by Councilmember Klimek to approve consent agenda.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek

### Updates

2. Staff Reports - Police, Finance, Light & Power, Water/Wastewater, Fire, Public Works, Director of Public Works

Councilmember Huff stated he spoke with Chief Patrick and the police department is trying to surplus a police vehicle to another agency or have it stripped to sell at public auction. Council asked for a price review of what the vehicle would be worth with both scenarios.

Councilmember Dahl thanked the Chief for getting the camera logs so quickly.

Councilmember Klimek thanked Kevin and Chief for full staff reports.

Councilmember Dahl mentioned some officers mentioned concern for the window tint. Huff spoke to the Chief about the window tint, and Chief agreed it should be set up for the officer's comfort level.

Dahl asked about the state violations in Kevin's report and asked for an explanation. Chad Bedlington said the City is working on a grant with DOE for Inflow and Infiltration (INI) to see what the issues are and where within the system. Dahl asked about Olympic Ambulance submitting a proposal and asking if they could schedule a meeting with the City to go over the proposal. Huff asked Bedlington when they plan on putting out an RFP for IT services. Bedlington said within the next 4 weeks. Huff asked what we are going to do if we do not get a new City Attorney by Chris Coker's end in October? Jenna Amsbury said Chris will continue to work with us until we get a new City Attorney hired. Huff spoke about allowing dogs in the park. The majority of owners are responsible when waste bags are provided. Klimek would like to try allowing it temporarily to see how it works out. Councilmember Ross is in favor of this. Council requested adding this to next meeting's agenda.

### **New Business**

#### 3. Correspondence – Interagency Agreement with AOC for Blake Case Reimbursements

Chris Coker said this is an agreement for the reimbursement of fines. Miha at Grays Harbor District Court has signed this so the City can get reimbursement, since Grays Harbor handles the City court.

#### 4. Highway 8 West Exit Discussion

Brent Schiller from Washington State DOT introduced a few DOT members that were attending on Zoom. Huff spoke about the collisions at McCleary's West exit over the years. What can the City and/or State can do to make this safer? Schiller said in 2003 the overpass was completed. The original plan was to close the West exit and only have the overpass. The City asked to keep it open because they were afraid it would lose too much traffic for the businesses in town. In 2018 DOT approached the City about realigning 108 and going up 3rd St. The City then put truck restrictions on 3rd St. Schiller stated the City and DOT could have more discussions on a plan to move forward with a solution, but as of right now there are no projects or plans in the works for the area. Councilmember Dahl would be interested in discussion on closure of the West exit.

### **Old Business**

#### 5. Strategic Planning Session 2024 with Athena Group

Jenna Amsbury said the Athena Group is the facilitator from last year and the city did budget for this session in the 2024 adopted budget. Amsbury asked Council if they were wanting to schedule this session on September 14th, she found a free of charge location at the Tumwater Library. Councilmember Simmons is not available on that date. Councilmember Dahl would like to keep the \$3000 in the budget, and hold a meeting in McCleary to start the budget process. Huff said we have gone several months now where the Mayor is MIA and no communication. Huff sees no justification on having a strategic planning session where one of the key people to contribute to it can't even show up for a meeting for free. If we want to do a Budget Workshop, I'm OK with that, but not hiring a consultant. Klimek asked if having a facilitator is worth it. Huff said that they keep it moving. Simmons said he didn't think it was worth it based off of attending last year's meeting. Amsbury asked if the council wanted to include strategic planning in the session. Council stated to keep it more budget focused rather than strategic planning focused. Councilmember Dahl asked for a list of projects from last year, what we accomplished and what we still have left. Bedlington said he could get that information to them.

#### 6. Assured Data Protection Master Services & License Agreement (MSLA) Renewal

Chad Bedlington said this is our data back-up and recovery software. This is not cheap, its about \$25,000+ per year. It's a great service. This is the same agreement as last year.

Motion made by Councilmember Ross, Seconded by Councilmember Klimek to approve the Assured Data Protection Agreement.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek

7. Washington Department of Enterprise Services  
Energy Services Authorization/Agreement

Bedlington explained the City applied for a grant and was awarded \$2,750,000 for a solar array project. He said there is a link on the website for more information for the public. The next step in this project is to complete an IGA which generates an Energy Services Proposal. He stated this will get the project to 30% design and refine the scope of the project. Bedlington is asking for approval to enter into an agreement with Department of Enterprise Services (DES). The cost to complete the IGA is just under \$48,000, and is reimbursable through the grant award, if accepted.

Joel Hansen, Ameresco representative, spoke about project as his firm will be the lead on the project. There were concerns over maintenance. He explained rain washes the solar panels in Western Washington, the city could go out and wipe them down if they wanted to, but it is not necessary. He explained there is a warranty on the parts and there is very little maintenance or problems that occur with solar panels. He stated through the grant the City would have to own the equipment for at least 10 years, but the panels have a long life span.

Dahl wanted clarification on if we move forward with the IGA, that is absorbed into the grant, but only if we accept the grant? Mr. Bedlington stated the next step from the IGA is the grant acceptance with Department of Commerce, which would then reimburse this project.

Huff asked if we asked BPA if we would be in contract violation if we moved forward with this. Bedlington said he has had several conversations with BPA and they are very supportive of the project. Our goal is to try and manage what the power increases are with this solar project. We are in tier 1 right now, and we don't want to move into tier 2. There is a \$50,000 match to this grant, that does not have to be cash, it can be staff time, over a 3-year time frame. The savings for power generation would be around \$100,000 per year.

Councilmember Simmons said this is the worst area in the US for solar. How long until we meet the 30% design? Joel said the IGA would likely be complete by November and give enough time to get the project started on time. He explained in his experience with Commerce, if the project is in progress and there are issues beyond our control, Commerce has been willing to extend the grant award to allow the project to finish.

Dahl asked if they have worked with any other Cities on a project like this before? Joel said they are doing projects for City of Olympia and City of Walla Walla right now. Bedlington said we have 2.75 million dollars being provided to us, we are going to use it to build something as effective as we can, it won't affect the future Fire Station, he feels confident we are on the right track with this. Joel explained the current footprint of the site for solar is 4 acres, which is under half the size of the lot, giving plenty of space for other uses.

Motion made by Councilmember Ross, Seconded by Councilmember Simmons to approve the Energy Services Agreement.

Voting Yea: Councilmember Ross, Councilmember Klimek

Voting Nay: Councilmember Simmons, Councilmember Huff, Councilmember Dahl

Motion Fails

Councilmember Ross says, so this kills the project and the grant? 2.75 million provided to the city to save on power, why are you guys against it? Is this in the best interest for the community? I think we

are making a big mistake. Dahl said she still has a ton of questions, I don't understand it, and I'm not going to vote yes for something that I don't understand. Klimek asked if we could table this instead of rejecting it.

Chris Coker said there can be a motion made by the opposing side, to reopen this for discussion at a future meeting.

Motion made by Councilmember Simmons, seconded by Councilmember Dahl to open this up for additional debate.

Huff said last year there was discussion for a grant for a charging station. Then it was brought up that the City didn't receive that grant. Now we are finding out about this solar grant, and Chad, no offence, you are not the Mayor, so when the leader wants to look at solar opportunities, but he is not here to explain, why he feels this is the right path and try to persuade the council on how this benefits the City. There is a trust issue. He isn't here and isn't participating. We didn't know anything about this until we were awarded the money and it just feels rushed, like you needed this decision last month. That has been a big turn-off.

Councilmember Ross said our job is to make decisions in the best interest of the City. Obviously, there are trust issues with the mayor, it's not a secret, however, there are still things that can be done in the City that the Mayor actually supports, that can benefit the City. You have a \$2.75-million-dollar grant that can go a long way, it can do a lot. I want you to think of the best interest of the City and not act out of spite of the Mayor.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek

The agenda will be placed on the next council agenda for more discussion.

8. City of McCleary - Conservation District Annexation

Bedlington said this is an opportunity for the City to annex into the District to partner with GH County Conservation District for grant opportunities and funding they receive for projects. This is a \$5 investment and opens up partnerships within Wildcat Creek. Councilmember Ross recused himself from voting because he works for the agency that provides most of the funding for this.

Councilmember Huff asked if they can come do a presentation for us so we can ask questions.

Councilmember Ross explained what they are and how they assist.

Tabled until next meeting do the Conservation District can be present.

9. Added item: Camera Access Discussion

Councilmember Simmons wanted to confirm that anyone that isn't supposed to have access, does not have access anymore. Jenna Amsbury stated only police department personnel have access to the cameras, Chief has removed everyone else. Councilmember Dahl wanted to add to the Camera Policy that you cannot give your user credentials out to anybody. Huff said he spoke with the Chief he wants the officers to log why they are logging into the cameras.

**Ordinances and Resolutions**

10. Resolution Amending City Financial Management Policies to add Revenue to Current Expense Fund for all Interest Income from Investments

Jenna Amsbury said this is addressing our financial policy. This is relating to interest income, and we can decide where that interest goes. Currently it is going into multiple funds, but per RCW it can go into current expense and streets. We just added \$800,000 into our LGIP account which will increase our monthly income by approximately \$3500 per month which will bring us up to about \$12,000 per month in interest. This would allow us to put the interest into the current expense fund and each budget year the council could allocate that out. For example, this year, no money was able to be moved from current expense to the streets fund. Streets have very little revenue. This is one way to get revenue into the fund. It can also go to the Fire Department and the Police Department. This is the only option she could find for additional revenue to current expense and streets. When its prorated out into all the other funds, it's a very small amount that doesn't make much of an impact.

Councilmember Huff said he is aware that the City has had findings in the past from moving money between funds. Can we pull interest that was going to Light and Power and put it to current expense,



how are we getting around that? Amsbury said there is a specific RCW written on interest income that allows this use with a policy. Simmons doesn't like the idea of the other funds not getting any of the interest income. Klimek thinks that the Streets needs the money more to fix our roads and streets. Chris Coker stated the Resolution authorizes the Clerk-Treasurer to do certain things with interest income. From a council perspective, you have to rely on your City Clerk to make audit-justified decisions. This is authorizing her to do what avoids an audit finding. It allows her as the City Clerk to manage the City on her expertise. The Council can give the Clerk some direction on where you want the interest income to go, but at the end of the day she needs to be able to decide what's in the best interest of the City financially. Simmons asked Coker, doesn't the Council run the City? Coker said they do, but they need to delegate some of it. You need to defer to the person that was hired to make those decisions. The council is really getting into the day to day operations of the City and that isn't necessarily the role of the City Council. Simmons said he doesn't believe that \$144,000 is getting into day to day, and I also trust Jenna in her decision making, I don't trust her boss in his decision making, which takes all the power out of her hands. Amsbury said going into the next budget cycle, the council can decide how much of that can go into each fund, you still have that authority during that process. With the money being in current expense, you have the flexibility to give it to water for example, because current expense money can go anywhere. Huff asked if there is an urgent need for this to get passed now, or can we continue discussion during the budget process? Jenna said it can wait. Item was tabled.

#### **Public Comment - City Business Only**

Carri Comer said this is a long meeting with a lot here. There is a lot of frustration here. She appreciated the thoughtfulness Council is putting into the decisions. The Mayor has earned the label of being untrustworthy. There is no Mayor again. This solar thing is probably a fine idea but this is a special interest of our Mayor, and he isn't here to sponsor it, makes it even less trustworthy. He is planning his next campaign and wants this associated with it. On the cameras, what is the retention policy. I hope you consider a Town Hall on the dog park discussion for input. She spoke in regards to budget goals. She asked if the Mayor was still getting paid. He isn't representing the City. He's supposed to take the decisions of the Council and implement them. I don't know how he's qualified to get paid.

#### **Executive Session - None**

#### **Council Comments**

Councilmember Huff stated that National Night Out went over very well. He thanked Public Works, Police, Fire and volunteers.

Councilmember Klimek thanked Brycen for putting National Night Out together again.

#### **Mayor Comments - None**

#### **Adjourn**

Motion made by Councilmember Ross, Seconded by Councilmember Dahl to adjourn the meeting at 8:48pm  
Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek



## CITY COUNCIL AGENDA ITEM COVER SHEET

**FROM:** Chad Bedlington, Director of Public Works

**DATE:** August 28, 2024

**AGENDA ITEM  
TITLE:** Washington Department of Enterprise Services  
Energy Services Authorization/Agreement

### SUMMARY

The City submitted a Community Decarbonization Grant (CDG) Application earlier this year and was awarded grant funds for a solar array project in June of 2024. A presentation on the project and contracting delivery method(s) was given to City Council on July 10, 2024 and additional information was provided at the July 24<sup>th</sup> and August 14<sup>th</sup> meetings by staff and Ameresco. Council showed interest in the project, but required further time to consider several questions. Detailed information and Frequently Asked Questions (FAQ) about the project can be found on the City Website at: <https://www.cityofmccleary.com/buildingplanning/page/mccleary-solar-array-project>.

Since the August 14<sup>th</sup> presentation to council on this topic, several additional questions have been presented. The responses to those questions are forthcoming and will be made available prior to the August 28<sup>th</sup> meeting via the City's website FAQ's with responses sent directly to Council members.

The next step in the process of developing the project is to complete an Investment Grade Audit (IGA) and generate an Energy Services Proposal (ESP). The IGA is completed to determine cost savings through independent power generation (solar), and the ESP will refine costs for delivery of the project and includes development of 30% project design.

Administration of the IGA and ESP is overseen through direct contracting with the State of Washington Department of Enterprise Services. State funding authorization forms for the IGA and ESP are attached for consideration. Concurrent with the IGA and ESP creation will be the drafting of an Agreement with the State Department of Commerce to secure the grant funding for the project.

### FISCAL IMPACT

The cost to complete the IGA and ESP is \$47,978.00, and is 100% reimbursable through the Department of Commerce CDG Agreement upon execution. The initial cost of the IGA and ESP will be borne by the City and paid for from the Light and Power fund 401.

**RECOMMENDATION/ACTION REQUESTED**

Approve signing of the Agreement with the Department of Enterprise Services.



STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501  
PO Box 41476, Olympia, WA 98504-1476

July 16, 2024

TO: Chad Bedlington, City of McCleary  
FROM: Kim Obi, Contracts Specialist, (360) 972-5003  
RE Agreement No. 2025-088 A (1)  
IGA – McCleary Solar PV System  
IAA No. K7925  
Ameresco, Inc.

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows:

ESCO Audit	\$ 47,978.00
<b>Total Funding</b>	<b>\$ 47,978.00</b>

**In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project**

By \_\_\_\_\_  
Name / Title Date

Please sign and return this form to the Energy Program. If you have any questions, please call me.

2025088Aagrundingko



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

ENERGY SERVICES AUTHORIZATION NO. 2025-088 A (1)
Detailed Investment Grade Energy Audit & Energy Services Proposal Agreement
City of McCleary
McCleary Solar PV System
July 16, 2024
MAIN ENERGY SERVICES AGREEMENT NO. 2023-185 A (1)

The Owner and the Energy Services Company (ESCO) named below do hereby enter into this Authorization under terms described in the following sections:

- Authorization to Proceed
Compensation for Energy Services
Project Conditions
Scope of Work
Schedule for Completion
Civil Rights
Non-Discrimination

I. AUTHORIZATION TO PROCEED:

Energy Services Company: Ameresco, Inc.
222 Williams Ave. South, Suite 100
Renton, WA 98057
Telephone No. (206) 708-2830
Fax No.(425) 687-3173
E-Mail AmerescoWADES@ameresco.com
Owner: City of McCleary
acting through the
Department of Enterprise Services
Energy Program
PO Box 41476
Olympia, WA 98504

By Name Title Date
By Name Kirsten G. Wilson, PE
Title Energy Program Manager
Date

State of Washington Contractor's License No. AMEREI\*004PZ
State of Washington Revenue Registration No. 602 062 980

II. COMPENSATION FOR ENERGY SERVICES:

Table with 2 columns: Basic Services, COMPENSATION. Rows include Energy Audit and Energy Services Proposal (\$ 47,978.00) and Grand Total (plus WSST as applicable) (\$ 47,978.00).

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### **III. PROJECT CONDITIONS:**

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The Project Conditions contained in the Main Energy Services Agreement will be used unless specifically changed herein. The cost effectiveness criteria for this project are per the Ameresco, Inc. proposal dated July 10, 2024.

---

### **IV. SCOPE OF WORK:**

---

Per the ESCO proposal dated July 10, 2024 conduct a Detailed Investment Grade Energy Audit of City of McCleary, to identify cost effective energy conservation measures and present a written Energy Services Proposal, including all energy audit documentation. The ESCO shall prepare the final Energy Services Proposal, detailing the actual energy services and ESCO equipment to be provided, energy savings and cost guarantees, measurement and verification plans, and commissioning plans for the proposed measures. Measures will include items that save energy, water and other resources. The Cost Effectiveness Criteria for this project shall be as established in the Main Energy Services Agreement or as modified in Section III above.

---

### **V. SCHEDULE FOR COMPLETION**

---

Final completion of the Energy Audit and Energy Services Proposal within 120 calendar days after Authorization to Proceed.

---

### **VI. CIVIL RIGHTS**

---

Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

---

### **VII. NON-DISCRIMINATION**

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1. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

3. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
  
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

2025088Aagrko



222 Williams Avenue South, Suite 100  
Renton, WA 98057  
P: 206 522 4270  
F: 425 687 3171  
ameresco.com

July 10<sup>th</sup>, 2024

Chad A. Bedlington  
City of McCleary  
100 S 3rd Street  
McCleary, WA 98557

Attn: Sarah Thomasson  
Department of Enterprise Services  
1500 Jefferson Street SE  
PO Box 41476  
Olympia, WA 98504-1401

SUBJECT: City of McCleary - Investment Grade Audit Fee Proposal  
City of McCleary Solar PV System

Dear Chad:

We are pleased to submit this amendment for the audit phase of the City of McCleary Solar PV System. The facility which has been identified by City of McCleary is Parcel # 618051114039 (herein referred to as the Site). Ameresco will provide development services for the subject project in accordance with the following:

Development Services

A. Audit Phase Services will include:

Ameresco will undertake a targeted Investment Grade Audit (IGA) of the Site. The Investment Grade Audit will identify cost effective Energy Conservation Measures (ECMs). Ameresco will present to the Owner a written Investment Grade Audit (IGA) Report and an Energy Services Proposal (ESP). Audit activities will include: site walks with client and subcontractors, preliminary system sizing and schematic design, and interconnection discussion with Bonneville Power Administration and the City of McCleary.

Ameresco will require collaboration with the City of McCleary Light and Power including: utility rate data, access to staff and Site, current energy management practices, input regarding interconnection with the utility, and future plans the City may have for the Site.

The **Investment Grade Audit Report** will set forth at least the following:

1. Executive summary of the audit findings;
2. A description of the Site including type of use, square footage, and location;
3. Utility rate schedules for production value estimating;





4. Detailed energy analysis calculations. Energy model is performed using Helioscope software, baseline modeling assumptions, and summary of results;
5. A list of applicable building, mechanical, energy, or other pertinent state and local codes that may impact the project costs;
6. Description of energy efficiency measures recommended;
7. Description of energy efficiency measures considered and not recommended or not financially viable;
8. Measurement and verification (M&V) plan proposed for verifying energy savings consistent with the International Performance Measurement and Verification Protocol (IPMVP);
9. Financial analysis of EEMs;
10. Summary table with measure name, installed cost, and energy production by utility;
11. The audit will incorporate a 30% design incorporating the following: Site layout with solar panel layout and potential interconnection point and Electrical single line with interconnection voltage identified

The **Energy Services Proposal** will set forth at least the following:

1. The selected ESCO Equipment to be installed and ESCO Services; to be provided
2. The Cost Effective EEMs to be installed or caused to be installed by ESCO under the cost-effectiveness criteria.
3. The Benefits including the Energy Cost Savings, the decreased carbon production, operations and maintenance savings, and other non-energy cost savings.
4. The services that ESCO will perform or cause to be performed on or in the Facility, including but not limited to engineering, construction management, self-performed work, the operations and maintenance procedures for use on ESCO Equipment, training for Facility personnel, providing warranty service, and equipment maintenance;
5. The Guaranteed Maximum Project Cost, itemized in detail (including but not limited to direct labor, material and equipment, Construction Contingency, performance bond, design, construction management, and overhead and profit), which may be amended to represent actual costs;
6. The calculated and Guaranteed Energy Savings and estimated Energy Cost Savings that are expected to result from the installation of ESCO Equipment and from ESCO Service.
7. The method by which Energy Savings and Energy Cost Savings will be calculated during the term of the Energy Services Authorization;
8. A description of how ESCO will finance its acquisition of ESCO Equipment and when title to ESCO Equipment will pass to the Owner;
9. A description of how Energy Savings will be guaranteed by ESCO;
10. A description of how ESCO proposes to be compensated;
11. The term of the Energy Services Authorization;
12. The Termination Value for each year during the term of the Energy Services Authorization;
13. The schedule for project completion;
14. The nature and extent of the Work and equipment that ESCO anticipates it will receive from other firms under subcontract;
15. A project-specific Diverse Business Inclusion Plan (Inclusion Plan), when applicable and where constraints or other factors prevent ESCO from applying its pre-submitted Diverse Business Inclusion Plan to the Work.

16. ESCO's Measurement and Verification (M&V) Plan for documenting energy savings, including specifying utility rates to be used, methodology, post-construction equipment adjustment and any recommendation to continue or discontinue M&V reporting beyond the first 12-months post-installation, consistent with the International Performance Measurement and Verification Protocol (IPMVP), specifying how the cost of M&V was determined if they exceed 10% of cost savings;
17. A list of applicable building, mechanical, energy or other pertinent state and local codes for selected EEMS that may impact the project costs.

Conservation measures will include items that save energy, water, or other resources (including various cost savings measures). Measures to be studied under this audit agreement are outlined in the Conservation Measure List attachment. *Should additional measures be requested, an amendment to this proposal may be submitted and associated costs evaluated as applicable. Additional measures requiring supplemental fees will not be studied until the Audit Amendment is approved and processed.*

Cost Effectiveness Criteria

It is understood that the cost effectiveness criteria for this project include measures that are paid for through a capital contribution of \$50,000, a grant contribution of \$2,750,000, and/or potential utility cost savings and Federal Tax Credits. Ameresco will present to the Owner a project that meets the requirements of the awarded WA Dept. of Commerce Decarbonization Grant.

- If Ameresco is NOT able to develop a project that meets the above cost effectiveness criteria and City of McCleary chooses not to proceed with a construction contract, the associated audit fee will be waived.
- If Ameresco develops a project that meets the cost effectiveness criteria, City of McCleary is responsible for the full amount of the audit; the audit fee can either be rolled into the construction contract or be paid in full by City of McCleary.

Fee for Development Services:

A. Basis and amount:

Fixed Fee for Services

Audit & Development:                 \$22,358

Engineering Services (30% Design Set):     \$25,620

**Total:             \$47,978**

It is understood by Ameresco that payment and terms are contingent upon the requirements set forth in the Energy Services Proposal.

Schedule for Development Services:

The Investment Grade Audit Report will be completed within 90 days of the Notice to Proceed. The Energy Services Proposal will be completed within 120 days of the Notice to Proceed.

We at Ameresco, Inc. appreciate the opportunity to provide these services. If this proposal for Audit Services is satisfactory, please forward contract documents.

Sincerely,  
Ameresco, Inc.

*Matthew Bowser*

Project Development Engineer

Attachments: Fee Proposal, Conservation Measure Lists

**Hourly Summary:**

TASK	Field Audit					Total Hours
	Project Developer	Project Engineer	Construction Manager	Technician / TAB / Cx	Admin. Assistant	
Field/Audit	8					8
Analysis/Calculations	20	16		2		38
Evaluation of ECMs	8	8	4	2		22
Report Write-up	32	16			4	52
Customer Presentation	8	4	4		4	20
Travel	8					8
<b>Total Hours:</b>	<b>84</b>	<b>44</b>	<b>8</b>	<b>4</b>	<b>8</b>	<b>148</b>
<b>Hourly Rate:</b>	<b>\$ 148</b>	<b>\$ 128</b>	<b>\$ 145</b>	<b>\$ 114</b>	<b>\$ 78</b>	
<b>Estimated Fee for Services:</b>	<b>\$ 12,432</b>	<b>\$ 5,632</b>	<b>\$ 1,160</b>	<b>\$ 456</b>	<b>\$ 624</b>	<b>\$ 20,304</b>
					Travel	\$ 2,054
					Engineering/Design	\$ 25,620
					<b>Total Audit Fee:</b>	<b>\$ 47,978</b>

McCleary Light and Power			M&V
Electric Conservation Measures		Rank	
MLP-E1	Solar PV - This measure will investigate installing a ground mount solar electricity generation system to reduce carbon emissions and lower energy costs.	3	IPMVP Option A

**PAYBACK RANK NOTES:**

- 1) Measures that are likely to pay for themselves through energy savings and utility incentives.
- 2) Measures that may pay for themselves, or may require some capital infusion
- 3) Measures that will require significant (>50%) capital infusion



## CITY COUNCIL AGENDA ITEM COVER SHEET

**FROM:** Chad Bedlington, Director of Public Works

**DATE:** August 28, 2024

**AGENDA ITEM TITLE:** Grays Harbor Conservation District – McCleary Annexation

### SUMMARY

Included in tonight's packet is a petition to annex the City of McCleary into the Grays Harbor Conservation District (GHCD). If approved, this partnership will open future opportunities to grant funded programs administered by GHCD that beneficially affect watersheds within the city limits. Of note, GHCD has been a great partner to work with on a recent Department of Ecology grant application that they supported for further study of Wildcat Creek, the Aquifer Recharge Area, and Cloquallum Creek basins.

### FISCAL IMPACT

The only cost is \$5.00 for a recording fee with the Office of the Secretary of State.

### RECOMMENDATION/ACTION REQUESTED

Approve the petition to annex the City of McCleary into the Conservation District.



## Grays Harbor Conservation District

### PROCEDURE FOR ANNEXATION OF TERRITORY WITHIN A CONSERVATION DISTRICT

---

Conservation Districts Law, RCW 89.08.010(4) Preamble, 89.08.080 Petition to form district – Contents, and 89.08.180 Annexation of territory – Boundary change – Combining two or more Districts.

Steps to be taken:

- 1. The **Conservation District** prepares the necessary petition (Attached).
- 2. The **Conservation District** is to arrange for the other parties (City) to approve the annexation and sign on the appropriate part of the petition.
- 3. **The Conservation District Board** is to approve the annexation by resolution in the Conservation District minutes and sign on the appropriate part of the petition.
- 4. The signed petition is to be returned to the **Conservation Commission Office by the Conservation District**, accompanied with a check for \$5.00 made out to "Office of the Secretary of State."
- 5. The **Conservation Commission** will act formally on the request at its next regular meeting.
- 6. The annexation is legally complete when the **Secretary of State** issues a certificate certifying his/her recognition of the annexation.

Washington State Conservation Commission  
Olympia, Washington 98504

**PETITION FOR INCLUSION OF ADDITIONAL TERRITORY  
WITHIN THE  
GRAYS HARBOR CONSERVATION DISTRICT**

TO: The Washington State Conservation Commission

Pursuant to the Conservation Districts Law (Chapter 89.08 RCW) the undersigning government authorities of the City of McCleary and the Grays Harbor Conservation District, respectfully represent:

- First: That heretofore the Grays Harbor Conservation District was duly organized as a governmental subdivision of this state, and a public body corporate and politic.
- Second: That there is need, in the interest of the public health, safety, and welfare, for the inclusion of the territory hereinafter described within the said Grays Harbor Conservation District.
- Third: That the territory proposed for inclusion within the said district includes substantially the following:

Incorporated City of McCleary, Washington

WHEREFORE, the undersigned petitioners respectfully request that the State Conservation Commission duly define the boundaries of the additional territory; and that the State Conservation Commission determine that such additional territory be included and made a part of the Grays Harbor Conservation District

**Grays Harbor Conservation District**

Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_

**City of McCleary, WA**

Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_

# Grays Harbor Conservation District



## Annual Work Plan for 2024-2025

# Contact:

David Marcell

Executive Director

[dmarcell@graysharborcd.org](mailto:dmarcell@graysharborcd.org)

(360)470-6483

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# Mission

*To sustain and enhance the quality of and preservation of natural resources while providing for their use by current and future citizens of Grays Harbor County through locally led conservation practices.*

## Natural Resource Priorities

Enter overall district natural resource concerns in priority order- use the format below for each priority area. These should be based on the strategies and priority actions identified in your 5-year plan.

### Natural resource priority description:

- Watershed Restoration
  - This resource priority is a local, regional, and state priority.
    - Aquatic Species Restoration Plan (ASRP)
    - Salmon Recovery Plans for WRIA's #22, #23, and #24
    - Department of Ecology 303(d) listings
- Agricultural Viability
  - This natural resource priority is a local, regional, and statewide priority.
    - Department of Ecology 303(d) listings
- Marine Resiliency
  - This natural resource priority is a local and regional priority.
    - Emergency proclamation no. 22-02, Green Crab infestation, by the Washington State Governor's Office.
- Forest Stewardship
  - This natural resource priority is a local, regional, and statewide priority.
    - The Washington State Department of Natural Resources 2020 Forest Action Plan
    - The Washington State Department of Natural Resources Integrated Forest Management Planning Guide 2017 Update
- Natural Resource Education
  - This natural resource priority is a local, regional, and statewide priority.
    - The Washington State Department of Natural Resources Youth Education & Outreach Program Strategic Plan 2024-2029
    - Washington Office of Superintendent of Public Instruction's (OSPI) Environmental and Sustainability Education (ESE) goals document.

# Natural Resource Programs

## Natural Resource Priority Program Area #1:

### *Watershed Restoration Program*

**Goal(s):**

*To restore and enhance aquatic species habitat while implementing best management practices that reduce erosion throughout the stream systems within the boundary of the Grays Harbor Conservation District.*

**Natural Resource Measurable Result Objective:**

*Installation of; eighty plus engineered log jams, ten acres of riparian vegetation and elimination of three acres of Japanese knotweed.*

**Programmatic Measurable Result Objective:**

*Twenty-four landowners will receive technical assistance resulting in twelve watershed project-based plans / designs developed and twelve projects implemented.*

**Funding Source(s):**

<b>Activities for FY2025</b>	<b>Target Dates</b>	<b>Person Responsible</b>	<b>Time &amp; Capacity (Days) Required</b>	<b>Estimated Funding</b>
<p><b><i>Vegetation management:</i></b></p> <ul style="list-style-type: none"> <li>• Work to control Invasive Japanese Knotweed in the Wishkah, Wynoochee, Satsop, Hoquiam and Cloquallum Stream Systems.</li> <li>• Monitor, conduct outreach and eliminate poison hemlock within the city limits of Hoquiam, WA.</li> <li>• Assess, monitor, and eliminate scotch broom from the residential and oceanfront areas of Westport and Ocean Shores, WA.</li> </ul>	June 2025	Watershed Restoration Program Manager	1,984 hours (248 days)  1 FTE	\$500,000.00
<p><b><i>Riparian Habitat Restoration / Enhancement:</i></b></p> <ul style="list-style-type: none"> <li>• Assess, monitor, and install 70,000 native trees and shrubs throughout the stream systems within the boundary of the Grays Harbor Conservation District.</li> <li>• Installation of 80plus engineered log jams and other instream structures within the boundary of the Grays Harbor Conservation District.</li> </ul>	June 2025	Watershed Restoration Program Manager and Project Management Staff	4,960 hours over (248 days)  2.5 FTEs	\$5,500,000.00

**Natural Resource Priority Program Area #2:**

*Marine Resiliency Program*

**Goal(s):**

*To increase the marine environment’s resilience to the threat of invasive European Green Crab (EGC) using means and methods that are both legal and measurable.*

**Natural Resource Measurable Result Objective:**

*Removal of 40,000 EGC from Grays Harbor waterways in FY 2025.*

**Programmatic Measurable Result Objective:**

*Recruit six volunteers throughout Grays Harbor County to assist in the trapping and removal of EGC.*

**Funding Source(s):**

Activities for FY2025	Target Dates	Person Responsible	Time & Capacity (Days) Required	Estimated Funding
Conduct Education and Outreach around the European Green Crab (EGC) and its undesired presence throughout Grays Harbor:  • Host two trapping training events geared towards recruitment of ten volunteers to trap EGC by land-based means.  • Film, edit and release two videos of underwater activity of EGC through GHCD’s existing platforms.	March 2025	Marine Resiliency Program Manager and Project Management Staff	1984 Hours (248 days)  1 FTE	\$50,000.00
Removal of 40,000 European Green Crab throughout Grays Harbor.	June 2025	Marine Resiliency Program Manager and Project Management Staff	1984 Hours (248 days)  1 FTE	\$650,000.00

**Natural Resource Priority Program Area #3:**

**Forest Stewardship Program**

**Goal(s):**

*To develop mindful forest management plans that result in best management practice implementation throughout private forest landowner parcels within the boundaries of the Grays Harbor Conservation District.*

**Natural Resource Measurable Result Objective:**

*Three hundred acres of forest lands thinned.*

**Programmatic Measurable Result Objective:**

*Fifteen landowners will be provided with technical assistance resulting in five plans written and implemented. Additionally, GHCD intends to secure forest health funding through a regional conservation partnership program (RCPP) grant application.*

**Funding Source(s):**

<b>Activities for FY2025</b>	<b>Target Dates</b>	<b>Person Responsible</b>	<b>Time (Days) Required</b>	<b>Estimated Funding</b>
Conduct Education and Outreach around Forest Health and Community Wildfire Resilience principles.	June 2024	Education and Outreach Project Manager	260 Hours (33 days) .125 FTE	\$10,000.00
Conduct fifteen site visits with small industry private forest landowners.	June 2024	Forest Stewardship Program Coordinator	1964 Hours (248 days) 1 FTE	\$175,000.00
Coordinate, draft and secure \$2,000,000.00 in funding through an RCPP grant application.	September 2024	Executive Director & Forest Stewardship Program Staff	496 Hours (62 Days) .25 FTE	40,000.00

## Natural Resource Priority Program Area #4:

### *Agricultural Viability Program*

#### Goal(s):

To provide technical and financial assistance to agriculture producers that sustains and enhances their operations.

#### Natural Resource Measurable Result Objective:

Two acres and/or two thousand feet of shoreline will be protected through the establishment of riparian buffers. One thousand yards of manure will be stored in professionally engineered structures.

#### Programmatic Measurable Result Objective:

Ten landowners will be contacted and provided technical assistance resulting in ten plans written, ten grants secured, and ten projects implemented.

#### Funding Source(s):

Activities for FY2025	Target Dates	Person Responsible	Time (Days) Required	Estimated Funding
Complete five landowner projects utilizing \$325,000.00 of WSCC Shellfish Investment funds.	June 2024	Natural Resource Project Manager	0.5 FTE	\$325,000.00
Complete three landowner projects utilizing \$150,000.00 of Grays Harbor County Voluntary Stewardship Program capital funds.	December 2024	Natural Resource Project Manager	0.25 FTE	\$150,000.00
Complete a needs and feasibility analysis for the hiring of a full time Agriculture Viability Program Manager	December 2024	Executive Director and Agriculture Viability Staff	0.125 FTE	\$15,000.00
Develop a <i>Mapseed</i> based project mapping tool that provides best management practice data in support of Voluntary Stewardship Program monitoring requirements.	August 2024	Executive Director	0.125 FTE	\$15,000.00
Develop and submit a Voluntary Stewardship Program monitoring plan.	July 2024	Natural Resource Project Manager	0.25 FTE	\$70,000.00

**Natural Resource Priority Program Area #5:**

***Education and Outreach Program***

**Goal(s):**

*Educate people of all ages on the function of natural systems while providing hands-on learning opportunities free of entry barriers.*

**Natural Resource Measurable Result Objective:**

*Install 1,000 trees and shrubs with citizen volunteers. Hatch and grow five hundred coho salmon in local schools and release them into streams throughout grays harbor county.*

**Programmatic Measurable Result Objective:**

*Receive at least fifty volunteer signups for all project categories and activities offered by GHCD. Secure funding to enhance the Aberdeen Sunday market for the 2025 season.*

**Funding Source(s):**

<b>Activities for FY2025</b>	<b>Target Dates</b>	<b>Person Responsible</b>	<b>Time (Days) Required</b>	<b>Estimated Funding</b>
Host an interactive booth at the Aberdeen Sunday Market every Sunday from May 2024 to September 2024. (20 days total) as well as participation at the summer 2024 Grays Harbor County Fair	October 2024	Education and Outreach Project Manager	992 Hours (124 days)  0.5 FTE	\$100,000.00
Secure and implement \$10,000.00 in NACD Urban and Community funds resulting in the planning and contracting for the adoption of the Aberdeen Sunday Market by the Grays Harbor Conservation District.	June 2024	Executive Director & Education and Outreach Project Manager	248 Hours (31 days)  0.125 FTE	\$15,000.00
Implement a River Roots 2.0 campaign aimed at educating the public on the value of riparian habitat restoration resulting in additional riparian based project requests.	June 2024	Executive Director & Education and Outreach Project Manager	992 Hours (124 days)  0.5 FTE	\$105,000.00
Collaborate with the Grays Harbor Stream Team (GHST) Coordinator to successfully implement a water quality-based grant program resulting in twelve volunteer events within the boundaries of the Grays Harbor Conservation District	June 2024	Education and Outreach Project Manager & GHST Coordinator	248 Hours (31 days)  0.125 FTE	\$57,000.00
Develop and successfully implement the salmon in the schools program with six local elementary schools.		Education and Outreach Project Manager & GHST Coordinator	248 Hours (31 days)  0.125 FTE	\$58,000.00

## Annual Operating & Capital Budget

AREA / ITEM	ANNUAL COST (July 1, 2024 – June 30, 2025)	Expense Type	% of total expenses
CD Salaries & Benefits for 17 FTEs	\$1,740,000.00	GHCD Operations	18%
Rents & Utilities	\$ 152,000.00	GHCD Operations	2%
Watershed Restoration Program Project Expenses	~\$6,000,000.00	Capital: Landowner & Contractor Payments	62%
Agriculture Viability Program Project Expenses	~575,000.00	Capital: Landowner & Contractor Payments	6%
Forest Stewardship Program Project Expenses	~\$225,000.00	Capital: Landowner & Contractor Payments	2%
Marine Resiliency Program Project Expenses	~700,000.00	Capital: Landowner & Contractor Payments	7%
Education & Outreach Program Project Expenses	~335,000.00	Capital: Landowner & Contractor Payments	3%
<b>TOTAL</b>	<b>\$9,727,000.00</b>		<b>100%</b>

## Resources

### Weblinks

**RCW 89.08:** <https://apps.leg.wa.gov/RCW/default.aspx?cite=89.08>

**Grays Harbor Conservation District Website:** <https://www.graysharborcd.org/>

**22'-27' Grays Harbor Conservation District Long Range Strategic Plan:**  
<https://sccwagov.app.box.com/s/jtmxq1jmenzuxq2vra8tm9egq72uu1j6>



## CITY COUNCIL AGENDA ITEM COVER SHEET

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**FROM:** Chad Bedlington, Director of Public Works

**DATE:** August 28, 2024

**AGENDA ITEM TITLE:** Freedom Heating Construction Agreement – WWTP Heating & HVAC Repairs

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### SUMMARY

The Heating and HVAC rooftop unit above the Administration Building at the Wastewater Treatment Plant (WWTP) has failed and has exceeded its useful life. Parts and coolant for the unit are becoming either impossible to get (discontinued) or are very challenging to acquire.

Two quotes were received and the lowest quote for repairs was from Freedom Heating & Air Conditioning. This expense was not anticipated in the current wastewater budget but can be absorbed in our current repair and maintenance budget.

### FISCAL IMPACT

The cost for the repair work is \$16,117.20 inclusive of sales tax. Fund 407 (Sewer Fund) will utilize budget for capital repairs and maintenance. No additional budget amendment is required.

### RECOMMENDATION/ACTION REQUESTED

Award the construction agreement to Freedom Heating and Air Conditioning.



No. PW 2024-05

CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into this 19 day of August 2024, between the CITY OF McCLEARY, hereinafter called Owner, under and by virtue of the charter, laws and ordinances of the said Owner and the laws of the State of Washington, and Freedom Heating & A/C hereinafter called Contractor.

WITNESSETH:

That in consideration of the payment, covenants and agreement hereinafter mentioned, attached and made a part of this Agreement, to be made and performed by the parties hereto, the parties covenant and agree as follows regarding:

Replacement of wastewater treatment plant HVAC system including like equipment, disposal, connections, start-up and testing. One-year parts and labor warranty included. Please see attached scope of work and cost estimate for additional details (exhibit A)

- 1. The Contractor shall do all work and furnish all tools, materials and equipment in accordance with and as described in the attached Exhibit A and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or in addition to the work covered by this Contract and every part thereof and any force account work which may be ordered as provided in the Contract and every part thereof.

The Contractor shall provide and bear the expense of all materials, labor, equipment, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the Owner.

~~The Contractor shall comply with the General Requirements as described in the attached Section D, which include General Special Provisions (GSPs) from various sources, which may have project-specific fill ins, and project-specific Special Provisions.~~

NA  
GSP

- 2. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached Exhibits A and product specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract and every part thereof.
- 3. Contractor, for himself and for his heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of Contractor.
- 4. It is further provided that no liability shall attach to Owner or Agent thereof by reason of entering into this Contract, except as expressly provided herein.

5. Payments will be made under the Contract according to the schedule of rates and prices and the specification attached and made a part thereof. Partial payments under the Contract will be made at the request of the Contractor not more than once each month upon approval of the Owner, as hereinafter specified, provided they are in accordance with the provisions of RCW 60.28.010. There will be reserved and retained from monies earned by the Contractor, as determined by such monthly estimates, a sum equal to 5 percent of the Contract price.

Payment of the retained percentage shall be withheld for a period of forty-five (45) days following the final acceptance of the work and materials by the Owner, and shall be paid the Contractor at the expiration of said forty-five (45) days in event no claims, as provided by law, have been filed against such funds; and provided further, that releases have been obtained from all departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims together with a sum sufficient to pay the cost of such action, and to cover attorney fees as determined by the Owner.

6. The Contractor agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorneys' fee, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives; arising from, resulting from, or in connection with this Agreement or the acts, errors, or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. 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, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each subcontractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants or indemnification.
7. Requests for review of substitute items of material or equipment will not be accepted by the Owner or Agent from anyone other than the Contractor. If the Contractor wishes to furnish a substitute item, the Contractor shall make written application to the Owner's Agent for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, which shall be considered by the Owner in evaluating the proposed substitute. The Owner may require the Contractor to furnish at the Contractor's expense, additional data about the proposed substitute. The Owner will be the sole judge of acceptability, and no substitute will be ordered without the Owner's prior written acceptance. The

Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any other substitute.

The Owner or Agent will record the time and expenses in evaluating substitutions proposed by the Contractor. Whether or not the Owner accepts a proposed substitute, the Contractor shall reimburse the Owner for the costs of evaluating any proposed substitute.

8. The Owner reserves the right, after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to make good any defects in the equipment or to recover any over-payment resulting from dishonest acts of the Contractor.
9. The contract time will commence to run, and the Contractor shall start to perform his obligation under the contract documents, on the day indicated in the Notice to Proceed given by Owner to Contractor; but in no event shall contract time commence to run later than the 30th calendar day after the date when both Owner and Contractor execute the Contract. A Notice to Proceed may be given at any time within thirty (30) calendar days after the date when both Owner and Contractor execute the Contract.
10. The Contractor shall guarantee the materials and workmanship for a period of one (1) year from and after the date of final acceptance by the Owner.

If, within said guarantee period, repairs are required which, in the opinion of the Owner, are rendered necessary as a result of work or materials which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, (a) correct all defects and place in satisfactory condition in every particular all of such guaranteed work and materials; (b) make good all damage which in the opinion of the Owner is caused by such defects; and (c) make good any other work or material or the equipment and contents of a building, structure or site disturbed in fulfilling any such guarantee.

If the Contractor, after notice, fails within ten (10) days to proceed to comply to the terms of this guarantee, the Owner may have the defects corrected, and the Contractor and his Surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of the Owner, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor shall pay the cost thereof.

11. Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addresses of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity, or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option

conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim shall be by filing suit under the venue, rules, and jurisdiction of the Grays Harbor County Superior Court, Grays Harbor County, Washington, unless the parties agree in writing to an alternative process. If the Grays Harbor County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Grays Harbor County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Grays Harbor County, Washington, and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorneys' fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the City Mayor caused this instrument to be executed in the name of the City of McCleary the day and year first above-written.

Rene Cooper  
Contractor  
Freedom Heating & A/C 8/15/2024

Chris Miller, City of McCleary Mayor

ATTEST:

By Jenna Amsbury, Clerk-Treasurer

APPROVED AS TO FORM:

By On File  
Christopher John Coker, City Attorney

EXHIBIT A

# ESTIMATE

FREEDOM HEATING AND A/C  
P.O. Box 1447  
McCleary, WA 98557

freedomheating25@gmail.com  
+1 (360) 470-2888  
www.freedomheatingac.com



Bill to  
City of McCleary  
C/o Joe P

Ship to  
City of McCleary  
C/o Joe P

### Estimate details

Estimate no.: 3068  
Estimate date: 07/19/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Install	Replacement of waste water treatment plant HVAC system to include:  -Removal and disposal of old unit -install Like for like American standard 3ton heat pump unit -Make all connections -Start up and test -1 year part and 1year labor warranty	1	\$14,800.00	\$14,800.00

Subtotal \$14,800.00

Sales tax (10.30%) ~~\$1,524.40~~  
8.9% 1,317.20

Total **\$16,324.40**

16,117.20

### Note to customer

Thank you for your business.



# CERTIFICATE OF LIABILITY INSURANCE

Item 8.

DATE (MM/DD/YYYY)  
**08/15/2024**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Duncan &amp; Associates Insurance Brokers P.O. Box 1458 - 2111 Harrison Ave NW Olympia, WA 98502</b>	CONTACT NAME: <b>Nancy Wagner</b>	
	PHONE (A/C, No, Ext): <b>360-352-7588</b>	FAX (A/C, No): <b>360-943-6304</b>
E-MAIL ADDRESS: <b>Nancy@Duncanins.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	<b>West American Insurance Company</b>	<b>23822</b>
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
**Freedom Heating & AC LLC  
PO Box 1447  
McCleary, WA 98557**

COVERAGES      CERTIFICATE NUMBER: **00091152-948763**      REVISION NUMBER: **22**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	<b>BKW53348646</b>	<b>05/01/2024</b>	<b>05/01/2025</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**City of McCleary is named additional insured with primary noncontributory status per form 88 10 04 13.**

CERTIFICATE HOLDER <b>City of McCleary 100 S 3rd St McCleary, WA 98557</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Nancy Wagner</i> (NJW)
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or  
 (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph **a.** is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

#### F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



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b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under Section V - Definitions, Definition 3. is replaced by the following:

- 3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



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**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

**ORDINANCE NO. 773**

**AN ORDINANCE RELATING TO PARKS & CEMETERIES AS AMENDED; ESTABLISHING REGULATIONS; GRANTING AUTHORITY; ADDING NEW SECTIONS TO CHAPTER 12.16 MMC; IMPOSING PENALTIES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**R E C I T A L S:**

1. The City maintains a cemetery as well as a park and other recreational facilities for use by the citizens. It has also, in recent years, acquired additional property for potential use as a second park.

2. The Administrative Staff has reported to the Council that the operation of the system would benefit from the implementation of a formal set of regulations.

3. Staff have reviewed the materials and have recommended to the Council and Mayor that the provisions set out below be adopted.

4. During the course of the review, attempts have been made to update and insure consistency with the relevant portions of the provisions of the Municipal Code relating to activities within the City operated cemeteries. Also, it is the goal of this ordinance to integrate its provisions with the existing provisions of Chapter 12.16 of the Municipal Code.



NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION 1: SIGN POSTING AND STRUCTURES PROHIBITED

Without the prior written consent of the Director of Public Works, hereinafter referred to in this ordinance as the Director, or his or her designee, the following acts are unlawful:

A. To place or erect any sign, board, billboard, or similar device of any kind in any park or cemetery.

B. To create, place, or erect any structure in any park or cemetery.

SECTION 2: DISTRIBUTION OF HANDBILLS

It is unlawful to exhibit or distribute any handbills, circulars, or signs in any park or cemetery in any manner that interferes with or obstructs the normal use of the park or cemetery or the normal passage of people or vehicles within or through the park or cemetery.

SECTION 3: STORAGE OF EQUIPMENT

Persons using parks should not expect storage space for equipment necessary for their activity. Any user desiring to store equipment, supplies, or material of any type or kind on a park site shall obtain the written approval of the Director in advance. If temporary storage is allowed with the permission of the Director, the City shall not be responsible for loss or damage to the equipment or property stored.

SECTION 4: REMOVAL, ALTERATION, OR DESTRUCTION OF PARK OR CEMETERY PROPERTY PROHIBITED:

4.1 It is unlawful to remove, destroy, mutilate, or deface any structure, monument, wall, fence, railing, bench, shrub, tree, lawn, grass, plant, flower, lighting system, or sprinkling system, or any other property or thing lawfully in any park or cemetery.

4.2 No physical alteration, whether in the form of additions, modifications, or removal, to the park or cemetery or other facility covered under the provisions of this ordinance or any improvements located therein shall be done without the prior written approval of the City, acting by and through the Director of Public Works or such other official as may be designated by the Mayor.

4.3 No foreign matter of any sort (including without limitation such materials as sawdust or sand) may be added to any field for any reason without the prior written consent of the Director.

SECTION 5: ANIMALS IN PARKS OR CEMETERIES

5.1. Dogs, pets, or domesticated animals are not permitted on any area covered by turf, whether natural or artificial, nor in or upon any picnic area, sport court, or inbounds play area in any park or cemetery nor in any park or cemetery structure unless specifically authorized by posting or

by special permission given in writing by the Director. This section shall apply neither to animal guides nor service animals.

5.2. Dogs and other pets or domesticated animals shall be kept on a leash and under control at all times unless otherwise posted.

5.3. Any person whose dog or other domesticated animal is in any park or cemetery shall be responsible for the conduct of the animal and shall promptly remove and properly dispose of all animal waste deposited by such animal.

5.4. No person shall allow his or her dog or other pet or domesticated animal to commit any of the following acts:

A. to bite, disturb, or harass any park or cemetery user, wildlife, or other animals.

B. to bark or make noise continuously or with such frequency or volume as to disturb the peace and tranquillity of the park or cemetery.

C. to damage, destroy or remove park or cemetery vegetation.

SECTION 6: HORSES & OTHER QUADRUPEDS PROHIBITED

Horses and other quadrupeds are not permitted in any park or cemetery at any time except with the written permission of the Director or within areas specifically designated for such use.

SECTION 7: SELLING REFRESHMENTS OR MERCHANDISE PROHIBITED

It is unlawful to sell refreshments, merchandise, or any other thing in any park or cemetery without the prior written consent of the Director or without a valid concession contract with the City and being the holder of such other licenses and permits as are required by any applicable state law or city ordinance.

SECTION 8: SOLICITING PROHIBITED

Except as may be specifically provided by law, no person shall solicit contributions for himself or others in any park or cemetery.

SECTION 9: USE BY GROUPS OR ASSEMBLIES

Parks and associated facilities shall be available for any person, group, or assembly on a first come, first served basis, subject to priority use through a supplemental park permit issued by the Director or for classes, special events, public forums, or athletic programs as determined by the Director.

SECTION 10: VEHICLE AND ANIMAL USE RESTRICTED

10.1. It is unlawful to operate, ride, or drive any wheeled device, sled, vehicle, or animal over, across, or through any park or cemetery, except along designated paths, drives, or streets, provided however, motorized devices are restricted solely to streets, parking lots, and drives.

10.2. It is unlawful to operate, ride, or drive any wheeled device, vehicle, or animal at a speed in excess of five

(5) miles per hour in any park or cemetery unless a different speed limit is posted.

10.3. It is unlawful to stand or park any vehicle except where so designated and posted. It is unlawful to use or operate vehicles in any portion of a park devoted to skateboards.

10.4. No device, referred to generically as "toy wheels", shall be utilized in an area in which their use is specifically prohibited. For purposes of this section, a "toy wheel" shall include, but is not limited to, skateboards, roller blades, roller skates, scooters, bicycles, and similar wheeled devices.

10.5. The restrictions imposed pursuant this section shall not apply to such wheeled items as carriages for infants, children's wagons, and similar items nor, as to use in a park, to snow sleds intended for individual use so long as such utilization does not harm park property.

SECTION 11: CAMPING PROHIBITED

It is unlawful to camp in any cemetery nor shall any camping be allowed in any park except at places within a park so designated and posted and with the prior written approval of the Director.

SECTION 12: GOLF PROHIBITED

Golf activities shall not be permitted in any cemetery nor in any park unless a supplemental park permit or the written

consent of the Director is obtained prior to commencement of the activity.

SECTION 13: ENDANGERING PERSONS OR PROPERTY PROHIBITED

It is unlawful to knowingly hurl or propel any object or to take any physical action in any park or cemetery which endangers or is likely to endanger any persons or property or interfere with park or cemetery purposes: PROVIDED THAT, this prohibition shall not apply if such action occurs as an anticipated element of any authorized event. This shall include baseball games, soccer games, and similar events.

SECTION 14: FIRES PROHIBITED

It is unlawful to build or have any fire in any cemetery or in any park except where so designated and posted. Appliances such as portable grills, barbecues, or hibachis are permitted in parks so long as they do not otherwise violate any section of this ordinance nor any chapter of the Municipal Code. In recognition of the possible hazard resulting from such action, no ash or similar by-product resulting from the permitted use of such an appliance shall be deposited in any garbage receptacle maintained within a park or cemetery nor otherwise disposed of within a park or cemetery.

SECTION 15: FIREWORKS PROHIBITED

It is unlawful in any park or cemetery to use, exhibit, display, or possess any fireworks or common fireworks as those terms are defined in the Municipal Code unless authorized by the

Director and so long as any necessary permit has been obtained from all governmental agencies having jurisdiction over such actions.

SECTION 16: SOUND-AMPLIFYING DEVICES

16.1. Except as authorized by use agreement or by the prior written permission of the Director, or except as necessary for the preservation of public peace or safety, it is unlawful to use any public address system, loudspeaker, or other sound amplifying device in any park or cemetery other than in compliance with §16.2 of this Section. This section shall not apply to such instruments utilized during the ordinary course of a funeral ceremony.

16.2. Unless operated by a user during the course of an activity of which the Director has authorized such use, no person shall use, operate, or play in any park a radio, tape player, disc player, television, musical instrument, record player, or any other machine or device capable of producing sound (1) without the use of headphones or a similar personal listening device or (2) at a volume level where discernible noise can be heard more than ten feet from the device or (3) in such a manner as violates any other provision of the Municipal Code.

SECTION 17: INTOXICATING LIQUOR PROHIBITED

It is unlawful to possess a container of any alcoholic beverage, whether opened or unopened, while in any park or cemetery or in any publicly owned parking area associated with a

park or cemetery. For purposes of this section, possession means having a container within one's immediate reach or control and not secured in a location such as a vehicle's trunk or storage compartment.

SECTION 18: LITTERING -- TRASH DEPOSIT

It is unlawful to commit any of the following acts:

A. throw or deposit any refuse or other material in any park or cemetery, including, but not limited to, any artificial surfaces, play fields, or picnic areas, except in designated receptacles; or

B. to take garbage or refuse to a park or cemetery for disposal; or

C. to deposit garbage or refuse generated outside a park or cemetery in a receptacle provided for deposit of trash by the public using the park or cemetery or in any publicly owned parking area associated with a park or cemetery.

D. to violate the provisions of Section 14 by the deposit of any ash or similar by-product in any receptacle.

SECTION 19: PARK OR CEMETERY HOURS, AREAS OF RESTRICTED OCCUPANCY, & RIGHT TO PROHIBIT CONTINUED USE

19.1. Park or cemeteries are open to the public daily from 6:30 a.m. to 10:00 p.m. unless other hours are posted at the entrances to a park or cemetery.

19.2. The Director shall have the following authority:



A. To make and enforce special park or cemetery closure hours for specific areas within them if the Director determines that such special closure hours are necessary or appropriate to protect public property or public safety, to prevent public nuisances, or to prevent breaches of the peace.

B. In the Director's sole discretion, to permit special hours of utilization by written authorization in the course of utilization for special events, sport leagues, and tournaments so long as the applicant submits a written request no less than one week prior to the intended date or dates of utilization. The request shall contain such information as may be required by the Director. If the Director authorizes the utilization, it shall be the responsibility of the applicant to provide written notice of such authorization to each residence which abuts the park or cemetery to be utilized. If the residence is an apartment building, notification to the manager of the building shall be deemed adequate notice.

19.3. It is unlawful for any person to enter or remain in a closed park or cemetery unless permitted and authorized in advance by the Director.

19.4. No person except an authorized City employee or other person duly authorized pursuant to law shall enter or go upon or into any park or cemetery area which has been posted as a "No Admittance" or "No Trespassing" area, or at a time a park or cemetery is closed to the public.

19.5. The misuse of a park or cemetery facility, the failure to conform with any of the provisions of this ordinance, or the failure or refusal to comply with the directions of City employees shall be good cause for requiring the individual to exit the park or cemetery and to prohibit the individual from reentering the park or cemetery in the future.

19.6. Any person violating this section is guilty of a misdemeanor and upon conviction shall be subject to punishment as provided in Section 21 of this ordinance.

SECTION 20: SKATEBOARD PARK AREAS

To the extent that any area of a park is now or may hereafter be devoted to skateboards, its use shall be governed by rules promulgated by the Director, and as may be posted at the entrance to the skateboard area. A violation of any such rules, whether or not posted, shall be a violation of this chapter.

SECTION 21: USER'S FAILURE TO FOLLOW PARK OR CEMETERY RULES - PENALTIES & PROHIBITION FROM REENTRY

21.1. Fiscal Penalties: Any violation of or any failure to comply with any of the provisions of this ordinance which is not defined as a criminal law violation by the municipal code or state law and for which no penalty is otherwise specified by the municipal code or state law shall constitute a civil infraction as contemplated by RCW 7.80.120. Any person found to have committed such a violation may be punished by a civil fine

or forfeiture in any sum not exceeding \$250.00. The following penalties shall apply:

A. Initial Infraction within any twenty-four calendar month period: Monetary penalty of Fifty Dollars (\$50.00);

B. Second Infraction within any twenty-four calendar month period: Monetary penalty of One Hundred Dollars (\$100.00);

C. Third Infraction within any twenty-four calendar month period: Monetary penalty of One Hundred Fifty Dollars (\$150.00);

D. Fourth & subsequent violation within any twenty-four calendar month period: Monetary penalty of Two Hundred Fifty Dollars (\$250.00).

21.2. Prohibition From Reentry:

A. Any person who is either sentenced pursuant to 21.1.D of this section or who, regardless of the violator's prior history, is found by the Director to have committed an act or acts which created or resulted in an unreasonable risk to safety of persons or property may be forbidden from reentering the premises of a park or cemetery or its associated public parking areas. The written order prohibiting reentry shall set forth in reasonable detail the reasons for the prohibition and may be for such period as the Director deems appropriate and shall be served upon the violator. In the event that attempts to serve the order are unsuccessful, a record of the efforts shall be maintained in the records of the City and the name of the individual may be

posted at the entry of the City's parks or cemetery upon a document setting forth a listing of any individual subject to such order.

B. Any person who is the subject of an order issued pursuant to §§21.2 shall have the right to appeal that order to the City Council in writing within ten (10) calendar days of the service of the order upon the person. The notice of appeal shall be filed in the Office of the Clerk-treasurer and set forth the name and contact information for the appellant, as well the grounds for the appeal. The Council, after giving written notice to the individual at the address provided in the notice of appeal, shall set a date upon which the appeal shall be heard. The Council may hear such testimony and accept such exhibits as it deems appropriate and issue a written decision with findings. That decision shall be final.

By written resolution, the Council may delegate the duty and authority it possesses under this sub-paragraph to the Hearing Examiner.

SECTION 22: The Director shall be and is hereby authorized to promulgate such written rules and regulations as may be deemed reasonably necessary and appropriate to implement and administer the provisions of this ordinance. Prior to its effectiveness, any proposed rule or regulation shall be submitted to the City Council and Mayor for review. To the extent not disapproved, such rule or regulation shall go into effect upon

the thirtieth day following the first Council Meeting at which they are presented to the Mayor and Council in a written form: PROVIDED that the Council specifically reserves to itself the right (a) to suspend such proposed rule or regulation, (b) authorize its immediate effectiveness, or (c) reject, modify, or supplement such proposed regulations.

SECTION 23: For purposes of this ordinance, the following definitions shall apply:

A. Park: Any land, whether with or without improvements, owned by the City and made available to the public for recreational uses.

B. Cemetery: Any property owned by the City and meeting one, or a combination of more than one, of the following criteria, in a place used, or intended to be used for the placement of human remains and dedicated, for cemetery purposes:

- (a) A burial park, for earth interments.
- (b) A mausoleum, for crypt interments.
- (c) A columbarium, for permanent niche interments; or
- (d) any burial site, burial grounds, or place where five or more human remains are buried.

Unless a cemetery is designated as a parcel of land identifiable and unique as a cemetery within the records of the county assessor, a cemetery's boundaries shall be a minimum of ten feet in any direction from any burials therein.

SECTION 24: Section 12.16.020 MMC and Section II, Ordinance 521 are each amended to read as follows:

When consent or authorization is required prior to the undertaking of an activity specified under the provisions of this ordinance (~~in Section 12.16.010~~), that consent or authorization shall be sought as follows:

A. A request shall be directed in writing to the Director of Public Works (~~Mayor~~), detailing with adequate specificity the activity sought to be permitted. Upon receipt of such a request, the designated official (~~mayor~~) shall undertake consideration as to the appropriateness of authorizing the activity. If in the (~~mayor's~~) designated official's opinion and discretion it is deemed necessary to obtain additional information, such request for information shall be responded to by the applicant. In making the determination, the designated official (~~mayor~~) shall consider such factors as may be deemed necessary and appropriate, including but not limited to the impact of the requested utilization upon the use by the facility by other citizens; the demands that may be placed upon public services by the anticipated activity; prior experience or history of the applicant in undertaking similar activities; prior history or experience of the city in the allowance of such similar activities; and such other factors relating to public health, safety, and welfare as may be articulated. The decision of the

designated official ((mayor)) shall be in writing and rendered in a reasonably timely manner after application.

B. If any person is aggrieved by the decision of the responsible official ((mayor)) whether to grant or deny a request, that person may appeal the decision of the responsible official ((mayor)) to the city council, which shall hear the matter at its next regular session or at such other time as it may deem appropriate. The council, after receiving such information as it deems necessary and appropriate, may either affirm, reverse, or modify the responsible official's ((mayor)) decision. The decision of the council shall be final.

SECTION 25: CODIFICATION: Sections 1 through 23 of this ordinance shall constitute new sections in Chapter 12.16 of the McCleary Municipal Code.

SECTION 26: SEVERABILITY:

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance

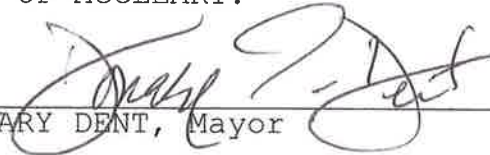
should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION 27: EFFECTIVE DATE:

This Ordinance shall take effect upon the fifth day following date of publication.

PASSED THIS 24<sup>th</sup> DAY OF AUGUST, 2011, by the City Council of the City of McCleary, and signed in approval therewith this 24<sup>th</sup> day of August, 2011.

CITY OF McCLEARY:

  
\_\_\_\_\_  
D. GARY DENT, Mayor

ATTEST:

  
\_\_\_\_\_  
WENDY COLLINS, Clerk-Treasurer



APPROVED AS TO FORM:

*Dan Glenn*

DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON )  
: ss.  
GRAYS HARBOR COUNTY )

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance Number 773 and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number 773, as it was published, is on file in the appropriate records of the City of McCleary.

*Wendy Collins*  
WENDY COLLINS

SIGNED AND SWORN to before me this 29<sup>th</sup> day of August, 2011, by WENDY COLLINS.

*Danette Joane Brannin*  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at: Grays Harbor County  
My appointment expires: 3/17/2015



**SYNOPSIS OF ORDINANCE NO. 773**

**AN ORDINANCE RELATING TO PARKS & CEMETERIES AS AMENDED;  
ESTABLISHING REGULATIONS; GRANTING AUTHORITY; ADDING  
NEW SECTIONS TO CHAPTER 12.16 MMC; IMPOSING PENALTIES;  
AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

On August 24, 2011, the City Council of the City of McCleary adopted Ordinance Number 773. The intent and purpose of the Ordinance was adopt a more inclusive set of regulations and guidelines in relation to the use of the parks and cemeteries operated by the City. Provisions included regulating the use of both by visitors, setting forth conditions under which the Director of Public Works may issue rules, regulations, and permit, specifying actions which will be subject to sanctions, and authorizing the imposition of penalties for violation of the provisions.

A complete copy of this Ordinance is available during regular business hours at the Office of the Clerk-Treasurer, City Hall, McCleary, Washington. The Ordinance will be made available for review without cost; a copy will be provided upon request without cost if such request is timely made. This Synopsis is published pursuant to the laws of the State of Washington.

DATED this 30<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
WENDY COLLINS, Clerk-Treasurer



## CITY COUNCIL AGENDA ITEM COVER SHEET

**FROM:** Jenna Amsbury

**DATE:** August 2024

**AGENDA ITEM TITLE:** Resolution to Amend Financial Policies allow Interest to be deposited into the Current Expense Fund

### SUMMARY

Currently interest is prorated monthly from investments (mainly LGIP) throughout all funds across the City budget depending on the cash balance in each fund for the month. This Resolution is one of the few other mechanisms the City has to increase revenue for the Current Expense Fund and the Streets Fund. Both of these funds are in need of additional revenue to continue to provide necessary services to the City. When the interest is split among all city funds, it does not make a large impact to any one fund, this would allow the interest to be utilized to a greater extent. The Street Fund received very little state and local revenue, most comes from a transfer from the Current Expense Fund. The City just added \$800,000 to the LGIP Investments so the new total monthly interest revenue will increase from \$8,500 to approximately \$12,000. It is my recommendation that they City consider this opportunity to better fund the Street Fund and Current Expense Fund to assist with public safety functions of police and fire department and maintenance to streets and sidewalks.

### RECOMMENDATION/ACTION REQUESTED

Approve the Resolution to authorize interest income be authorized for Current Expense Fund Revenue.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCLEARY, WASHINGTON, AMENDING THE CITY FINANCIAL MANAGEMENT POLICIES AND ADOPTING POLICIES AS AUTHORIZED BY RCW 35A.40.050, DIRECTING THE CITY CLERK-TREASURER TO MOVE ALL INVESTMENT RELATED ACCRUED INTEREST INTO THE CITY’S CURRENT EXPENSE REVENUE FUND.**

**R E C I T A L S:**

WHEREAS, the City adopted a budget for the calendar year 2024.

WHEREAS, it is the policy of the City of McCleary to invest and utilize public funds in a manner that will provide the maximum security of the principal; meet the daily cash flow demands of the City; provide the City with the highest investment return and conform to all Washington statutes governing the investment and use of public funds; and

WHEREAS, the City’s investments will remain in compliance with all statutes governing eligible investments for public funds in the State of Washington, in accordance with the Revised Code of Washington (RCW) 35A.40.050; and

WHEREAS, after review and study of the City’s needs and current policy, the City Clerk-Treasurer has determined it is in the best fiscal interests of the City to direct all investment related interest accrued from city investments to the City’s Current Expense

**RESOLUTION - 1  
McCLEARY  
06-25-2024  
STREET  
CJC  
WA 98557**

**CITY OF  
100 SOUTH 3RD  
McCLEARY,**

Revenue Fund, instead of splitting accrued investment interest amongst all funds depending on individual fund balances.

The Council finds as follows:

A. It is appropriate per RCW 35A.40.050 to utilize interest accrued from City investments for any lawful purpose that offers the best advantage to the City.

B. It is appropriate and in the best interests of the City to authorize the City Clerk-Treasurer to place all funds accrued as interest on investment accounts maintained by the City into the City’s Current Expense Revenue Fund, to be utilized by the city as authorized by the city council.

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

SECTION I: As of the effective date of this Resolution, the City Clerk-Treasurer is authorized to direct all funds identified as interest accrued from city investment funds into the City’s Current Expense Revenue Fund.

SECTION II: This Resolution shall take effect immediately upon signing.

PASSED THIS \_\_\_\_ DAY OF JUNE, 2024, by the City Council of the City of McCleary, and signed in authentication thereof this \_\_\_\_\_ day of June, 2024.

CITY OF McCLEARY:

**RESOLUTION - 2  
McCLEARY  
06-25-2024  
STREET  
CJC  
WA 98557**

\_\_\_\_\_  
**CITY OF  
100 SOUTH 3RD  
McCLEARY,**

CHRIS MILLER, Mayor

ATTEST:

\_\_\_\_\_  
JENNA AMSBURY, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTOPHER JOHN COKER, City Attorney

**RESOLUTION - 3  
McCLEARY  
06-25-2024  
STREET  
CJC  
WA 98557**

**CITY OF  
100 SOUTH 3RD  
McCLEARY,**