



# McCleary Regular City Council Meeting

Wednesday, September 28, 2022 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

## Agenda

### Join Zoom Meeting

<https://zoom.us/j/98861529830?pwd=Y25ZeEhDa3VOTk1wWHpodjhQdCtVdz09>

Meeting ID: **988 6152 9830**

Passcode: **276660**

(253) 215-8782

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

### Agenda Modifications/Acceptance

### Public Hearing

1. Port Blakely Annexation

### Public Comment - Agenda Items Only

### Consent Agenda

2. Accounts Payable Sept. 1-15 Ck Numbers 51056-51118 including EFT's totaling \$222,190.13
3. Minutes 09/14/22

### Updates

### New Business

### Old Business

4. SCJ Alliance Contract - Comprehensive Plan Update

### Ordinances and Resolutions

5. Port Blakely Annexation

### Updates

### Public Comment - City Business Only

### Executive Session

### Adjourn

### Please turn off Cell Phones- Thank you

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

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# McCleary Regular City Council Meeting

Wednesday, September 14, 2022 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

## Minutes

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

Meeting called to order at 6:32pm

### Agenda Modifications/Acceptance

Motion made by Councilmember Iversen, Seconded by Councilmember Dahl.

### Special Presentations – None

### Public Comment - Agenda Items Only

None

### Consent Agenda

Councilmember Iversen asked when we would start getting meeting minutes. Mayor Miller stated that's why we have Lindsay here tonight and it'll take some time to get caught up.

1. Accounts Payable August 1-15 Check Numbers 50935-50999 including EFT's totaling \$185,058.34
2. Accounts Payable August 16-31 Check Numbers 51000-51036 including EFT's totaling \$64,015.58

Motion made by Councilmember Dahl, Seconded by Councilmember Ross.

### Updates

Councilmember Huff asked if the Civil Service Commission was involved in the Police interview process. Chief Patrick stated, Yes, but there was some miscommunication on the last interviews. But he called Dave Sisk and updated him.

Councilmember Ross asked about the motorcycle purchase. Chief Patrick stated that vehicles are hard to come by. We could purchase this motorcycle for \$7500. Ross asked if we had the money in this year's police vehicle budget? Patrick stated, he'd leave it up to you guys (councilmembers) Ann-Marie and Mayor Miller to figure out the police budget. Councilmember Iversen asked about cost for upfit for the motorcycle. Chief Patrick stated to upfit the motorcycle it would cost under \$5000. Councilmember Dahl asked if we were fully staffed? Patrick stated no, we need 2 more officers, which would give us 6 full time officers. Dahl asked if this is going to help with the on-call overtime pay? Patrick stated, it would, but we aren't quite there yet. Civil Service Member Bob Dahl asked how the interviews went today. Patrick stated they had good candidates and they have started background checks.

Councilmember Huff asked if we would need an additional vehicle for the reserve officer? Patrick stated yes.

Councilmember Huff asked if we could use one of the Explorers? Patrick stated, Possibly. Councilmember Iversen asked if we have full coverage now, Patrick answered not yet, Officer Bengé is 3 weeks out.

Councilmember Dahl asked if any of the applicants are coming from the service that we are paying for. Chief Patrick stated, Yes.

Chief Patrick stated once the SUV's are surplussed, we will go on a vehicle purchasing rotation.

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Councilmember Amsbury asked how the other open positions are coming along, and asked Ann-Marie if they could see a copy of the budget, showing percentages spent.

PWD Chad stated the Public Works Planning Assistant position will be posted soon. Councilmember Amsbury asked how the new website was coming along. Mayor Miller stated it would be soon. Mayor Miller said he will have Lindsay add a Public Hearing for the Port Blakely Annexation to the next meeting agenda.

### 3. Staff Reports - Light & Power, Water & Wastewater, Public Works, Police

## New Business

## Old Business

## Ordinances and Resolutions

### 4. Port Blakely Annexation Ordinance

Mike Warjone from Port Blakely spoke in regards to the Annexation. He stated they are not in the development business, they are in the timber business. With this project will come tax revenue which would help with hiring another Police Officer, help with having a fireworks show a Bear Festival again, and another restaurant. If he was a citizen of McCleary, he would want to know how the Council wants to spend the money.

Chris Carlson, representing Ken Brogan spoke in regards to residential platting. He spoke in regards to the city's process with the hearing examiner. Him and Mike are both available for any questions. Attorney Chris Coker wanted to clarify that this is a separate issue than the annexation. Councilmember Iversen stated she needed time to think about what questions they want to ask. She didn't know they were going to be here tonight. .

Councilmember Ross asked if any environmental studies have been done yet. No, not at this point. The property is approximately 42.6 acres and proposed 140-155 lots.

Mayor Miller stated he had a conversation with Ken Brogan. Brogan has been talking with Jeff Foster about an easement through his property for traffic. We will need another well. They would put it in for us and give it to the City.

Councilmember Dahl asked Chad if he had aquifer study updates. Chad stated, he would get them for the next meeting.

There will be no voting tonight. Not until after the Public Hearing at the next meeting.

## Updates

## Public Comment - City Business Only

Jaron Heller wanted to remind everyone that Summit Pacific is having their Wellness Fair this weekend.

## Executive Session

## Adjourn

Adjourn 7:29pm

Motion made by Councilmember Huff, Seconded by Councilmember Iversen.

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**SHEA, CARR & JEWELL, INC.**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (or this “Agreement”) is dated September 13, 2022, and is made and entered into by and between:

**Firm:** Shea, Carr & Jewell, Inc. (dba SCJ Alliance) (“SCJ”)  
**Address:** 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516  
**Telephone:** 360-352-1465  
**Fax:** 360-352-1509

and

**Client:** City of McCleary, Attn: Chad Bedlington, Director of Public Works (“Client”)  
**Address:** 100 South 3rd Street McCleary, WA 98557  
**Telephone:** 360-495-3667 ext. 118  
**Fax:** N/A  
**Email:** [chadb@cityofmccleary.com](mailto:chadb@cityofmccleary.com)

**Section 1 – The Project.** SCJ shall perform all services, as described in Section 2 below, for the following project:

- a. **Project Name:** McCleary Comprehensive Plan Update (the “Project”)
- b. **Project Number:** SCJ# 22-P00166 Client# N/A
- c. **Project Location:** McCleary, WA

**d. Project Timeline:** SCJ shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. If SCJ is delayed in meeting this projected timeline due to causes beyond its control (including, but not limited to, war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers, printers, or carriers, action of government or civil authority, or acts of God), then the projected timeline shall be extended accordingly.

**Section 2 – Scope of Work.** SCJ shall perform the services (the “Work”) described in Attachment A:

**Section 3 – Compensation to SCJ.** SCJ shall perform the Work for Client for the following compensation:

<b>Budget Summary</b>	<b>Fee Amount</b>	<b>Fee Basis</b>
Phase 01 – Project Management	\$5,400	T&M
Phase 02 – Baseline	\$18,500	T&M
Phase 03 – Comprehensive Plan Update	\$59,500	T&M
Phase 04 – Public Engagement	\$26,500	T&M
Phase 05 – Final Comprehensive Plan & Development Regulations Assessment	\$24,000	T&M
Phase 06 – Rollout and Adoption	\$4,500	T&M
Phase 99 – Expenses	\$1,144	T&M
<b>TOTAL ESTIMATED FEE:</b>	<b>\$ 139,544</b>	



**Time and Materials.** When the basis of SCJ's compensation is time and materials, Client will pay SCJ for the time SCJ spends and all the expenses SCJ incurs (see expenses addressed below) in performing the Work, pursuant to the Billing Rate Schedule shown in Attachment B. SCJ may change its billing rates and/or the reimbursement rate for the expenses it incurs from time to time due to market conditions with prior notice to Client. If SCJ changes any of its billing rates and/or reimbursement rates for its expenses, SCJ shall promptly provide a copy of its revised Billing Rate Schedule to Client.

Changes in billing rates and/or reimbursement rates for expenses is not a basis for increasing the Total Estimated Fee shown above.

**Lump Sum.** When the basis of SCJ's compensation is a lump sum, Client will pay SCJ on a percent-complete basis of the Total Maximum Fee for the Work described in Section 2 of this Agreement. SCJ will be compensated in full upon completion of the Work. Any out-of-scope or extra services requested by the Client will be paid to SCJ on a time and materials basis in accordance with the provisions described above under Time and Materials.

**Retainers.** Client will pay a retainer to SCJ for the services in the amount of \$ N/A. This fee shall be payable in advance upon contract signing. The retainer will not be applied to invoices until a history of timely invoice payment has been established and will not be completely released until the final project invoice. The specific retainer application schedule will be project specific and will be established by mutual agreement between the Client and SCJ.

**Expenses.** Expenses will include, but not be limited to, the following: transportation costs, including mileage; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone, printing, binding, and reproduction charges; all costs associated with outside consultants and other outside services and facilities; and other similar costs. Expenses which SCJ incurs on Client's behalf for outside consultants and other outside services or facilities shall include a 10% markup to compensate SCJ for its activities related to these expenses, such as: excise tax, liability insurance, profit, and additional administrative overhead.

**Section 4 – Billing and Payment.** SCJ will provide Client with an invoice once per month for Work on the Project during the prior month. Client agrees to pay SCJ within 30 days of receiving SCJ's invoice, after which date, if the invoice has not been paid in full, Client's account will become delinquent. Client is deemed to have received an invoice three days after SCJ mailed it to Client at its address provided in this Agreement, postage prepaid. If Client's account becomes delinquent at any time, the following shall apply:

- SCJ may, in its sole discretion, cease all Work on the Project and retain all records and work product in its possession related to the Project until such time as Client's account is brought current; and/or
- SCJ will assess interest at the rate of 1.5 percent per month against any delinquent invoice balance, unless such rate of interest exceeds the legal limit, in which case interest will be assessed against the delinquent invoice balance at the highest legal rate.

**Section 5 – Standard of Care; No Warranties.** SCJ will perform the Work consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances at the time the Work is performed. SCJ does not make or intend to make any warranty, expressed or implied, by performing any of the Work.

**Section 6 – No Third-Party Beneficiaries.** The parties do not intend, and no such intent shall be inferred, that SCJ assumes a direct obligation to any third party by entering into this Agreement.

**Section 7 – Notice to Cure a Default.** If SCJ materially breaches a provision of this Agreement, SCJ may be deemed in default. If SCJ fails within five (5) business days after written notification to commence and continue satisfactory



correction of such default with diligence and promptness, then Client shall give SCJ a second written notice of termination within three (3) business days following the end of the five (5) day period.

**Section 8 – Termination by Client.**

- 8.1 Client may terminate this Agreement as provided in Section 7 in addition to any other remedy provided by this Agreement. If Client’s costs arising out of SCJ’s failure to cure the default, including the cost of completing the Work, exceed the unpaid Compensation to SCJ, SCJ shall be liable to the Client for such excess costs as limited by Section 10 below. If Client’s costs are less than the unpaid Compensation to SCJ, Client shall pay the difference to SCJ. In the event Client exercises its rights under this Section 8, Client shall furnish to SCJ a detailed accounting of the costs incurred by Client.
- 8.2 Client may terminate this Agreement for its own convenience upon fourteen (14) days written notice to SCJ. Upon any termination for convenience, Client shall pay SCJ for all sums due through the effective date of the termination including, but not limited to, the amounts provided in Section 3 above and any expected profits.
- 8.3 If Client terminates this Agreement, with or without cause, before SCJ completes all of the Work, SCJ shall have the right to complete such services, analysis, and records, within its sole discretion, as are necessary to place SCJ’s files in order and to complete a report on the services performed pursuant to this Agreement (“Project Closeout”). The time expended and expenses incurred by SCJ in carrying out the Project Closeout shall be billed to Client in addition to all time expended and expenses incurred by SCJ up to the date of termination.

**Section 9 – Termination by SCJ.**

- 9.1 SCJ may terminate this Agreement upon five (5) days written notice of the following:
- a. Client fails to pay SCJ in accordance with this Agreement.
  - b. Client otherwise materially breaches this Agreement.
- 9.2 Upon termination by SCJ pursuant to this Agreement, SCJ shall be entitled to recover from Client payment for all sums due through the date of termination and for any proven loss, cost, or expense including, but not limited to, the amounts owing from Section 3 above, expected profits, and Project Closeout.

**Section 10 – Limitation of Liability.** The parties agree that the liability of SCJ (which includes SCJ’s shareholders, directors, officers, employees, and agents) to Client for any loss or damage (whether damage or destruction of property or personal injury or death) related in any way to SCJ’s performance or nonperformance under this Agreement shall be limited to the total Compensation in Section 3 above or one hundred thousand dollars (\$100,000), whichever is greater. IN NO EVENT SHALL SCJ BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIFE EXPECTANCY DAMAGES ARISING OUT OF THIS AGREEMENT.

**Section 11 – Indemnification.**

- 11.1 SCJ shall indemnify and hold Client harmless from all claims, demands or lawsuits at law or equity for personal injury or property damage (“Claim”) arising in whole or in part from the negligence of SCJ or SCJ’s agents, employees, or subconsultants; provided that nothing herein shall require SCJ to indemnify and hold harmless Client from Claims based solely upon the negligence of Client, its agents, officers or employees.
- 11.2 Client shall indemnify and hold harmless SCJ, its officers, directors, shareholders, and employees, from all claims, demands, or lawsuits at law or equity for personal injury or property damage (“Claim”) arising in



whole or in part from the negligence of Client or Client’s agents, employees, contractors, or subcontractors; providing that nothing herein shall require Client to indemnify and hold harmless SCJ from Claims based solely upon the negligence of SCJ, its agents, officers, or employees.

11.3 The indemnifications contained in Sections 11.1 and 11.2 are valid and enforceable only to the extent of the indemnitor’s negligence where the damages are caused by or result from the concurrent negligence of (i) SCJ or its officers, employees, and agents, and (ii) Client or its officers, employees, and agents.

11.4 Both SCJ and Client expressly waive any immunity, from claims against each other, provided by the Washington State Industrial Insurance Act (RCW 51) or similar act of any other state. The provisions of this section shall not be limited in any way by any limitation on benefits payable to or for any third party under any State’s Workers’ Compensation Act. This waiver is not intended to waive and does not waive SCJ’s design professional immunity from claims by an injured worker or beneficiary provided by RCW 51.24.035.

11.5 Both SCJ and Client acknowledge that they have mutually negotiated this waiver of immunity under the Washington State Industrial Insurance Act (RCW 51).

<u>Initial here for Voluntary Waiver</u>	
SCJ	_____
Client	_____

Initial here

**Section 12 – Concurrent Work.** This Agreement shall not limit, in any way, other work SCJ may undertake for any other client.

**Section 13 – Insurance.** SCJ shall obtain and keep in force during the terms of this Agreement insurance coverage as follows: (a) Workers’ Compensation, as required by applicable statute; (b) Comprehensive General Liability, \$2 million per occurrence and \$4 million in the aggregate; (c) Automobile, \$1 million combined single limit; and (d) Professional Liability, \$1 million per claim and \$2 million in the aggregate.

SCJ will provide Client with thirty (30) day notice prior to cancelling any of the aforementioned policies.

**Section 14 – Dispute Resolution, Jurisdiction, Venue, Attorney Fees, and Applicable Law.**

14.1 Mediation. In the event that any dispute arises between the parties related to this Agreement, the parties agree to submit the dispute to non-binding mediation upon either party providing the other with written notice describing the dispute in detail. The parties shall cooperate in selecting the mediator, and the mediation shall occur within 30 days of a party providing written notice to the other party of the dispute. The mediation shall take place in Tacoma, Washington.

14.2 Arbitration. Except as provided below in Section 14.3., if such mediation does not resolve the dispute, such dispute shall be submitted to final and binding arbitration pursuant to the Washington’s Uniform Arbitration Act (RCW 7.04A). The arbitration shall be conducted in Tacoma, Washington. The prevailing party in any such arbitration shall be entitled to recover its reasonable costs and attorney fees.

14.3 Fee Disputes. Following mediation pursuant to Section 14.1, any dispute involving only Client’s failure to pay SCJ pursuant to this Agreement for SCJ’s performance of the Work, may be resolved by commencing a lawsuit in court. Venue for the lawsuit shall be Pierce County, Washington. The prevailing party in any such lawsuit shall be entitled to recover its reasonable costs and attorney fees.

14.4 Applicable Law. This Agreement shall be governed by the laws of the State of Washington.



**Section 15 – Ownership of Work Product and Confidentiality.** All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, which SCJ prepares in connection with the Project (which information is collectively referred to herein as “SCJ’s Work Product”) are instruments of SCJ’s service and shall remain the sole property of SCJ, unless agreed otherwise in writing. Client shall not reuse or modify SCJ’s Work Product, without SCJ’s prior written authorization, which authorization SCJ may not unreasonably withhold. Any unauthorized use of the SCJ’s Work Product shall be at the Client’s sole risk and without liability to SCJ and the Client agrees to defend, indemnify and hold harmless SCJ for all claims and liability resulting from such unauthorized use.

Client shall maintain the confidentiality of information specifically designated as confidential by SCJ, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Client from establishing a claim or defense in an adjudicatory proceeding. Only information designated as confidential by SCJ shall be deemed confidential as provided by this paragraph.

**Section 16 – Electronic Files and Data.** Subject to Section 15 above, if requested, SCJ will provide electronic files to Client for its use and reference in connection with the Project. Client acknowledges and agrees that it shall be solely responsible for inspecting and testing any such electronic files before accessing or using them to verify they are free from bugs, viruses, or other destructive or harmful programs (referred to collectively herein as “Viruses”). Further, SCJ does not make or intend to make any warranty, expressed or implied, that any electronic file it provides to Client will be free from Viruses. Therefore, Client waives any claim it may have against SCJ which waiver includes all measures of damages, including, but not limited to, general, special, direct, indirect, consequential (including loss of profits and/or business), exemplary, statutory, and punitive damages) because any electronic files SCJ provides to client contain any Viruses.

All deliverables provided to Client for the Work shall be hard copies unless otherwise stated in Attachment B. If requested, SCJ may provide electronic files to Client; however, Client acknowledges and agrees that it shall be solely responsible for verifying consistency between electronic files and hard copy deliverables. In the event of any inconsistency between hard copy deliverables and electronic files, the hard copy deliverable shall govern.

**Section 17 – Notices.** Any written notice provided by one of the parties to the other in connection with this Agreement shall be received when personally delivered, when received by facsimile, or on the third day following mailing by USPS, postage prepaid, to:

SCJ: SCJ Alliance

Attn: **Dan Penrose, AICP**

8730 Tallon Lane NE

Suite 200

Lacey, WA 98516

Fax: 360-352-1509

Email: [dan.penrose@scjalliance.com](mailto:dan.penrose@scjalliance.com)

Client: City of McCleary

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

100 South 3rd Street McCleary, WA 98557

McCleary, WA 98557

360-495-3667 ext. 118

Fax: N/A

Email: [chadb@cityofmcclary.com](mailto:chadb@cityofmcclary.com)

**Section 18 – Survival and Severability.** The terms and conditions of this Agreement shall survive the completion of the Work and the termination of this Agreement, whether for cause or for convenience. If any term or condition of this Agreement is ever held to be unenforceable, all remaining terms and conditions shall continue in full force and effect.

**Section 19 – Modifications.** This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Except as provided in Section 3 above regarding the periodic adjustment of SCJ’s billing rates and/or reimbursement rate of expense, this Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.





**Section 20 – Assignment.** Neither party may assign all or a portion of its rights under this Agreement or delegate all or a portion of its obligations under this Agreement without the express written consent of the other party.

**Section 21 – Independent Review.** The parties acknowledge that they have read this Agreement and fully understand its terms. The parties further acknowledge that the terms of this Agreement have been mutually negotiated at arms-length. The parties waive the general rule of construction, therefore, that an agreement shall be construed against its drafter.

**Section 22 – Acceptance and Authorization to Proceed.** By signing this Agreement, Client agrees that the terms and conditions of this Agreement are acceptable and approved. If Client is a legal entity (e.g., a corporation, partnership, or limited liability company), then the person who signs on behalf of Client certifies that he or she has the authority to bind Client to the terms and conditions of this Agreement. If Client is a legal entity and it claims at any time that the person who signed this Agreement lacked the authority to do so, SCJ may name such person, in addition to Client, in any lawsuit or arbitration which arises relating to this Agreement and seek to hold such person liable, along with Client, in such proceeding. Upon SCJ’s receipt of this fully executed Agreement, SCJ shall have authority to commence the Work.

**Section 23 – Attachments.** The following attachments are hereby made a part of this Agreement.

- Attachment A – Scope of Work
- Attachment B – Billing Rate Schedule

SCJ:

CLIENT:

SCJ Alliance

City of McCleary

By: \_\_\_\_\_

By: \_\_\_\_\_

Sign here

Dan Penrose, AICP \_\_\_\_\_ (Print name)

\_\_\_\_\_ (Print name)

Principal \_\_\_\_\_ (Title)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)



## Exhibit A

# Scope of Work & Fee Estimate

## Comprehensive Plan & Development Code Update

### City of McCleary, Washington

**Prepared for:** City of McCleary, ATTN: Todd Baun

**Prepared by:** Dan Penrose, AICP

**Date Prepared:** July 29, 2022

## Scope Overview

SCJ Alliance (SCJ) presents the following scope of work to update the City of McCleary Comprehensive Plan and integrate a variety of planning documents into a user-friendly document. The total timeline for the **project is anticipated to run for 12 months**, the scope of work has been prepared based on this assumption. Changes to the timeline may require an amendment to the contract to complete the project. Amendments will be submitted to the city for concurrence before additional work takes place.

### *Phase 01 – Project Management*

This phase will provide project management, coordination with the client, monthly progress reports, administration support, and invoicing.

#### **Task 01 – Management & Administration**

1. *Management* – Ongoing project management to keep the project moving forward, will include coordination, regular check-ins, and all communication with city staff for all phases of the projects.
2. *Billing* – processing invoices and monthly billing.
3. *Project Administrative Support*– miscellaneous administration including filing, contracting, and other administrative project support.

#### **Phase 01 Understanding**

1. Expedient and timely invoice processing.
2. Efficient communication with staff to keep project phases on time.

**Phase 01 Fee: \$5,400**

### *Phase 02 – Baseline*

This phase includes a demographic update, review of pertinent county and local plans, kickoff meeting, and up to 5 interviews with local officials and/or stakeholders to develop an understanding of current issues. The kickoff meeting will be held with McCleary staff to review the process and confirm the overall project schedule. The interviews and kickoff meeting will be conducted in-person or virtually via Zoom per schedule availability.



### **Task 01 – Demographics Update & GMA Audit**

1. Update of the demographic information throughout the plan, this includes population projections and analysis of housing needs.
2. Review of pertinent county and local plans, including but not limited to: 2002 City of McCleary ; Comprehensive Land Use Plan; 2016 City of McCleary Shoreline Master Program; 2018 City of McCleary Economic Development Comprehensive Plan; 2021 City of McCleary Utilities Comprehensive Plan; 2021 City of McCleary Water System Plan; 2022 Park and Recreation Plan.
3. Conduct an audit of the current Comp Plan and Development Regulations by completing the GMA checklist audit for compliance with state regulations.

### **Task 02 – Kickoff meeting & Interviews**

1. A *kickoff meeting* will be held with City staff to review the proposed process and schedule. This will provide a thorough understanding of requirements for the GMA Compliance checklist, confirm the overall project schedule, and begin the gathering of information/feedback on current issues. Time will be reserved for meeting with local officials to better understand local and current issues facing the Comprehensive Plan update.
2. *Interviews* – up to 5 interviews will be conducted with stakeholders to understand local and current issues.

### **Task 03 – Vision Evaluation**

1. In this task, we will work with the community to review and refine “A Vision for the Future: McCleary 2022” to reflect community concerns and aspirations. This vision is a draft that will be refined as the process moves forward into Phase 04. SCJ will strive to make this vision spatial in nature, connecting vision elements to areas within McCleary to emphasize the community’s diversity.

### **Phase 02 - Understanding**

1. The City will determine who will be interviewed. SCJ will schedule the kickoff meeting and all interviews. Meetings and interviews will be conducted either in person or via conference call.
2. The City will collect and distribute all additional materials or planning documents to be reviewed.

### **Deliverables**

1. Updated demographics report that will be integrated into the Comp Plan draft (aka Comp Plan Brief).
2. Update and provide the City with a copy of the GMA checklist audit.
3. Summary of the kickoff meeting and all interviews.
4. Updated Vision Statement

**Phase 02 Fee: \$18,500**

## **Phase 03 – Comprehensive Plan Update**

This phase includes the preparation of the Comp Plan Brief, policy framework assessment and the drafting of the update itself. The brief is the revised draft of the updated Comprehensive Plan based on findings from the city and stakeholder interviews, demographics report, supporting plans, and GMA checklist audit. The brief will include all elements of the comprehensive plan including the newly added Parks Plan.



### **Task 01 – Prepare Comp Plan Brief**

1. Complete the first draft of the Comprehensive Plan Brief including all elements. Completed work from Phase 02 will be integrated into the Brief.
  - a. This subtask includes coordination with city staff to update the following chapters/elements:
    - i. Chapter 1 – Introduction
    - ii. Chapter 2 – Land Use Element and Future Land Use Map
    - iii. Chapter 3 – Capital Facilities
    - iv. Chapter 4 – Housing Element
    - v. Chapter 5 – Transportation (adding a nonmotorized component)
    - vi. Chapter 6 – Parks and Recreation
    - vii. Chapter 7 – Historic Preservation
    - viii. Chapter 8 – Annexation
    - ix. New Chapters on Economic Development and Downtown Community Design
  - b. Prepare the revised policy framework which will include new goals, policies, and actions for each element.

### **Task 02 – Specific Coordination with Agency Staff**

1. Updates to the transportation, stormwater, utilities, and capital facilities elements will include significant collaboration with City staff, County staff and special district representatives. A minimum of four meetings is expected.

### **Phase 03 Understanding**

1. Development of the policy framework and integration into the Comprehensive Plan could significantly change the structure of the current plan.
2. The policy framework will provide the city a clear path forward to implementing projects and policies that achieve their future goals. An implementable action list will be provided.
3. City staff will be available to answer technical questions and provide additional information about the Transportation, Parks & Recreation, and Capital Facilities Elements of the Plan.

### **Deliverables**

1. Comprehensive Plan Brief Draft and policy framework

**Phase 03 Fee: \$51,000**

## **Phase 04 – Public Engagement**

SCJ will develop a detailed and effective public engagement program with the McCleary community, stakeholders, Planning Commission (if available) and City Council. We typically find in-person meetings to provide the best value for engaging with community members and we'll seek opportunities to meet people where they're at in the community.

### **Task 01 – Public Engagement Plan**

1. SCJ will develop a formal public engagement plan that will outline the timeframe, purpose, and participants for each engagement activity.

### **Task 02 – Advisory Committee (or Planning Commission)**



1. We will work with you to identify the membership, role of the advisory committee and their scope of activities. We will prepare a handbook and website that answers frequently asked questions about this type of process, a draft event agenda plan, a project schedule. Advisory committee members can add process materials to the handbook as the process moves forward, maintaining an active reference document through project completion.

#### **Task 03 – Community Workshop**

1. Schedule, coordinate, and invite the public to engage in the update of the Comprehensive Plan. The workshop will focus on the introduction of the Comp Plan update and will share the direction of the revised policy framework, collecting comments and feedback from the community.
2. Planning Commission and City Council activities will be included in the public participation plan as outlined in Phase 06 of the scope.

#### **Phase 04 Understanding**

1. The workshop may be in-person or virtual.
2. SCJ will coordinate with City staff, as necessary, and will provide the materials for the meeting.
3. The City will disseminate public outreach flyers, press releases, and social media posts.
4. SCJ will solicit participation from the public by coordinating with the city, local groups, community center, and other necessary local groups.

#### **Deliverables**

1. Provide the city with a public engagement plan.
2. Advisory Committee Handbook
3. SCJ to plan and lead one community workshop.
4. Memo summarizing the public workshops will be provided to the city and integrated into the plan.

**Phase 04 Fee: \$26,500**

## ***Phase 05 – Final Comprehensive Plan & Development Regulations Assessment***

This phase includes the preparation of the final Comprehensive Plan draft. The final draft will include all necessary updates to the plan to comply with GMA requirements and findings from earlier phases. This task will also include a SEPA review and a completed SEPA checklist for the Comprehensive Plan. Lastly, we will provide a memo of the Development Regulations Assessment. The memo will include recommendations for the city to update its Development Code based on the updated Comprehensive Plan. We will include the GMA Checklist Audit of the city's Development Code with the memo.

#### **Task 01 – Final Comprehensive Plan**

1. A final draft of the Comprehensive Plan will be provided to the City.
2. Prepare SEPA Checklist and provide it to the city

#### **Task 02 – Development Regulations Assessment**



1. Draft and submit a technical memo outlining the recommended Development Code updates to implement the Updated Comprehensive Plan. The memo will include the completed GMA Checklist Audit.

### **Task 03 – Implementation**

This task will include developing a plan implementation table. We will expand the policy framework to identify implementation actions, linking each with applicable plan policies to underscore the relationships between proposed actions and the planning basis for each one. We anticipate initiatives proposed in the companion plans will also be included here, reflecting the most current transportation and PROS thought and confirming consistency with the comprehensive plan and capital facilities plan.

### **Phase 05 Understanding**

1. Development Code updates will be outlined in a technical memo to the city. Code writing and adoption procedures are not included in this scope of work. SCJ will prepare a contract amendment with a scope and budget for code writing and adoption procedures if the city authorizes the additional work.
2. The City will submit the Comprehensive Plan to the Department of Commerce for a 60-day review and intent to adopt.
3. The City will prepare all notices and issue the SEPA checklist 14-day review to the public and agencies, including uploading all necessary information via the Department of Commerce PlanView website to the SEPA Register.

### **Deliverables**

1. Final Comprehensive Plan Draft in both word and PDF formats
2. SEPA Checklist
3. Technical Memo outlining all suggested Development Regulations changes and GMA Checklist Audit for the Development Regulations

**Phase 05 Fee: \$24,000**

## **Phase 06 – Rollout and Adoption**

This phase presents the draft plan to the community via a combined workshop with the Planning Commission and City Council. The workshop will solicit comments and public feedback on the final draft of the Comp Plan.

SCJ will revise the plan as indicated in the rollout conversations before presenting the revised draft to the Planning Commission for recommended adoption to the City Council. SCJ will then make additional revisions as appropriate and coordinate with staff on the best ways to bring the plan to City Council, participating in up to four Council work sessions, public hearings, and presentations to be determined by staff.

### **Task 01 – Adoption of the Comprehensive Plan**

1. Combined rollout meeting with the Planning Commission, City Council, and the public to present the final Comprehensive Plan and recommendations for Development Code updates.
2. Final updates to the Comprehensive Plan following the rollout meeting.
3. Planning Commission hearing recommending adoption to the City Council.
4. Participation in the City Council adoption meeting as requested



### **Phase 06 Understanding**

1. SCJ will coordinate with the City to schedule all meetings proposed in this phase. SCJs participation may be in-person or virtual.
2. The City will prepare and publish all applicable notices.
3. The City will manage any required zoning code updates and the adoption of the Comprehensive Plan.

### **Deliverables:**

1. City of McCleary Comprehensive Plan

**Phase 06 Fee: \$4,500**

## *Expenses*

Reimbursable Expenses will be billed on a time and materials basis and include items such as mileage, plan reproductions, copies, etc.

### **FEE SUMMARY:**

	<b><u>Estimated Fee:</u></b>
Phase 01 – Project Management	\$5,400
Phase 02 – Baseline	\$18,500
Phase 03 – Comprehensive Plan Update	\$59,500
Phase 04 – Public Engagement	\$26,500
Phase 05 – Final Comprehensive Plan & Development Regulations Assessment	\$24,000
Phase 06 – Rollout and Adoption	\$4,500
Phase 99 – Expenses	\$1,144
<b>TOTAL</b>	<b>\$138,400 + Expenses</b>

***These fees are based on our current knowledge of the project. If this scope of work and fee estimate is acceptable to you, please review and we will email you the contract for your signature. All work tasks noted in this scope of work will be completed no later than September 2023.***



SCJ Alliance  
Billing Rate Schedule – March 2022

<b>Classification</b>	<b>Hourly Billing Rate</b>
Principal	\$180.00 - \$390.00
Senior Consultant	\$160.00 - \$330.00
Senior Project Manager	\$180.00 - \$280.00
PM3 Project Manager	\$165.00 - \$240.00
PM2 Project Manager	\$145.00 - \$220.00
PM1 Project Manager	\$125.00 - \$200.00
Senior Engineer	\$150.00 - \$190.00
E4 Engineer	\$140.00 - \$180.00
E3 Engineer	\$125.00 - \$160.00
E2 Engineer	\$100.00 - \$150.00
E1 Engineer	\$90.00 - \$125.00
Senior Landscape Architect	\$125.00 - \$160.00
L4 Landscape	\$115.00 - \$150.00
L3 Landscape	\$110.00 - \$140.00
L2 Landscape	\$100.00 - \$130.00
L1 Landscape	\$90.00 - \$120.00
Senior Planner	\$150.00 - \$220.00
P4 Planner	\$120.00 - \$160.00
P3 Planner	\$110.00 - \$145.00
P2 Planner	\$100.00 - \$130.00
P1 Planner	\$80.00 - \$120.00
Senior Technician	\$110.00 - \$165.00
T4 Technician	\$115.00 - \$150.00
T3 Technician	\$100.00 - \$140.00
T2 Technician	\$90.00 - \$130.00
T1 Technician	\$80.00 - \$120.00
Senior Construction Manager	\$180.00 - \$280.00
RE 3 Construction Resident Engineer	\$165.00 - \$240.00
RE 2 Construction Resident Engineer	\$145.00 - \$220.00
RE 1 Construction Resident Engineer	\$140.00 - \$180.00
Construction Office Engineer	\$145.00 - \$220.00
CI 4 Construction Inspector	\$165.00 - \$240.00
CI 3 Construction Inspector	\$145.00 - \$220.00
CI 2 Construction Inspector	\$120.00 - \$160.00





CI 1 Construction Inspector	\$100.00 - \$150.00
Graphic Designer	\$100.00 - \$150.00
PC3 Project Coordinator – CM Only	\$125.00 - \$160.00
PC 2 Project Coordinator	\$115.00 - \$150.00
PC 1 Project Coordinator	\$100.00 - \$120.00
Project Accountant	\$100.00 - \$190.00
<b>Other Fees:</b>	
• Direct project expenses are billed at cost plus 10%	

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN PROPERTY; ESTABLISHING THE ZONING CLASSIFICATION THEREFORE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS:**

1. The City has received an application from Mike Warjone, Owner of Port Blakely Tree Farms, a Washington Limited Partnership, requesting annexation to the City of certain real property situated in the County of Grays Harbor, the full legal description of which is attached hereto as Exhibit A. The total acreage covered by the petition is approximately 42.65 acres with a total assessed value of \$7,933.

2. The application was reviewed by the Council which has determined it satisfactory and conditioned any annexation upon assumption of the pro rata share of any outstanding indebtedness of the City and acceptance of the zoning classification set forth below. By submission of an executed petition, the Applicant has acknowledged acceptance of those conditions.

3. The Council has been informed by City Staff that the petition was executed by the owners of all property covered by the petition and that a duly executed petition was filed. Further, the City has given all necessary notices, conducted all necessary environmental

**ORDINANCE - 1  
8-8-22  
CJC**

**CITY OF McCLEARY  
100 SOUTH 3<sup>RD</sup> STREET  
McCLEARY, WASHINGTON 98557**

evaluations, and held all necessary public hearings upon the annexation. That included a hearing held before the City Council on August 11, 2021 and September 8, 2021.

4. It is the desire and intention of the City to grant the petition and to utilize the authority granted pursuant to the provisions of Title 17 of the Municipal Code in relation to the establishment of zoning classifications.

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

SECTION I: On and after the effective date set forth in Section IV, the certain property, the full legal description of which is attached as Exhibit A, shall be and is to be deemed annexed to the City of McCleary:

SECTION II: Pursuant to authorization granted under the Zoning Code of the City, it being the intention of the City to establish zoning classifications consistent with the provisions of the City’s zoning code, upon annexation to the City, the land shall bear the zoning classification of R-1. The Zoning Control Map of the City shall be so noted.

SECTION III: The annexed land shall specifically assume and be subject to its pro rata portion of any outstanding indebtedness of the City.

SECTION IV: Effectiveness:

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

4.2. The annexation authorized hereunder shall become effective upon the first date allowed, to wit, the earlier occurring of [a] the completion of any review which may be required to be carried by the Grays Harbor County Boundary Review Board granting approval of the

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8-8-22  
CJC**

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100 SOUTH 3<sup>RD</sup> STREET  
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request, [b] the waiver of any such review by the Chair or the Board, or [c] the passage of such time as is established by the provisions of RCW 36.93 without action by the Board: PROVIDED THAT, such time shall be extended to the completion of any appeal taken of any decision.

SECTION V: The Office of the City Clerk-Treasurer shall take such steps as may be necessary to notify the Offices of the County Assessor and Treasurer and any necessary state agency of the annexation of the property following its date of final approval.

SECTION VI: 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 VII: Corrections by the City Clerk-Treasurer. Upon approval of the Mayor and City Attorney, the City Clerk-Treasurer is authorized to make necessary corrections to this ordinance, including the correction of clerical errors, references to other local, state, or federal laws, codes, rules, or regulations, or ordinance number and section/subsection numbering.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, by the City Council of the City of McCleary, and signed in approval therewith this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ORDINANCE - 3  
8-8-22  
CJC**

**CITY OF McCLEARY  
100 SOUTH 3<sup>RD</sup> STREET  
McCLEARY, WASHINGTON 98557**

CITY OF McCLEARY:

\_\_\_\_\_  
CHRIS MILLER, Mayor

ATTEST:

\_\_\_\_\_  
ANN-MARIE ZUNIGA, City Clerk-Treasurer

APPROVED AS TO FORM:

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

PUBLISHED: \_\_\_\_\_

## EXHIBIT “A”

**Proposal:** The proposed application is for annexation of 42.65 acres by 60 percent petition. The annexation area would be zoned as Single-Family Residential (R-1) per McCleary Municipal Code 17.16.070, provided on page 8 of this report.

**Location:** The 42.65-acre annexation area consists of a triangular shape parcel. The western boarder is the Summit Place 2 Plat and the eastern border is Puget Sound and Pacific Railroad and SR 108.

**Property Identification Number:** A portion of Parcel 180501110000.

**Legal Description:** THE NORTH HALF OF THE SOUTHWEST QUARTER LYING WESTERLY OF STATE HIGHWAY 108 IN SECTION 1, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN; EXCEPT THAT PORTION CONVEYED TO PUGET SOUND AND GRAYS HARBOR RAILROAD AND TRANSPORTATION COMPANY BY RIGHT-OF-WAY DEED RECORDED OCTOBER 14, 1890, IN VOLUME 22, PAGE 496, RECORDS OF GRAYS HARBOR COUNTY; SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

**Applicable Standards:** RCW 35A.14, McCleary Municipal Code (MMC) Title 17.