



# McCleary Regular City Council Meeting

Wednesday, August 14, 2024 – 6:30 PM

McCleary Community Center & 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

### Public Comment - Agenda Items Only

### Consent Agenda

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

### Updates

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

### New Business

3. Correspondence – Interagency Agreement with AOC for Blake Case Reimbursements
4. Highway 8 West Exit Discussion

### Old Business

5. Strategic Planning Session 2024 with Athena Group
6. Assured Data Protection Master Services & License Agreement (MSLA) Renewal
7. Washington Department of Enterprise Services Energy Services Authorization/Agreement
8. City of McCleary - Conservation District Annexation

### Ordinances and Resolutions

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

### Public Comment - City Business Only

### Executive Session

### 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.



# City of McCleary STAFF REPORT

<b>To:</b>	City Council
<b>From:</b>	Chief Sam Patrick
<b>Date:</b>	July 2024
<b>Department:</b>	Police Department

Greetings Council

Activity Report Provided with this report.

- Per the new camera policy I have completed the following. I have been partially trained on the camera system, the UI is cumbersome and will take more working with it. However I have presented Jenna the logs per requests of the council and pending public records for said logs.
- Per the new camera policy as far as I have been able to figure out all access has been removed with the exception of the police department personnel. Full training of myself and the members of the department is in the works.
- I am requesting to surplus the Ford Explorer being used by reserve officer Tovar due to pending repairs needed on it. Repairs were quoted at \$2,000 or more. Morton Police chief reach out to me and stated they had a power pole accidentally get knocked down and destroyed one of their limited vehicles while it was parked. They are in need of a patrol car and would be willing to do the repairs to keep it usable while searching options for a new vehicle. I am requesting the council to allow a police agency to obtain it at reasonable cost. This would prevent spending money on decommissioning it. (removing all the old equipment)
- In regards to training, all officers are required to have a bare minimum of 24 hours of training to maintain certification and for the department to maintain compliance. Recently I presented a compliance document for past training. For part of my training I attended the state wide chiefs training. I was updated on state certification requirements, managing use of force issues as well as upcoming available equipment for law enforcement. One piece of equipment from All Traffic Solutions is a solar power speed radar sign. I was able to see the demonstration which has an all in one unit with solar panel. This would allow the City to purchase additional mounting brackets only so the sign can be moved around the city and locked into place. Currently our only sign has constant battery problems and is fixed to one location.

- The radio equipment purchase donated by the Simpson Door factory is near complete with the exception of the main radio unit on back order. The chargers, batteries, microphones and other equipment has arrived. Our current portables are a safety issue and our department appreciates Simpson Company for their assistance the purchase.
- Our officer that was out for medical reason has returned and shortly I will be assigning the Durango to Officer Campbell and retuning to jeep. I have kept the overtime down as much as possible during the officer's absence for a month and a half by working longer hours and weekend shifts myself.
- Tyson and our department have developed a more streamlined way to document and track code enforcement issues. In its early stages this looks promising and should set the standard for long overdue compliance with some of the properties now and into the future.
- Officer Tovar, Officer Campbell and myself were present for national night out with Brycen.
- Police Body/vehicle camera policy is complete, still waiting on a small amount of items to be 100% up and running. The internet's slow speed presents problems at times.
- With the change of pursuit laws I am completing a new policy to reflect the changes to remain in the state's guidelines.

Chief Sam Patrick

**McCleary Police Department  
Monthly Call Activity Report**



**Jul-24**

		2	Malicious Mischief
		11	Message
			Motorist Assist
			Noise Problem or Complaint
#	Calls		Non Blocking Accident
	911 Hangup		Non Blocking Vehicle
4	911 Open line		Overdose Accident
	Abandoned/Disabled Vehicles		Order Issued/ Violation
	Abuse		Open
2	Accident Unknown		Paper Service
4	Accidents non blocking/unk	4	Parking Problem
	Accidents with injuries/Rollover		Police Information/phone message
9	Agency Assist	1	Property/Lost/Found/Recovered
2	Alarm		Prowler
4	Animal Problem	3	Reckless
3	Assault		Railroad Crossing Blocked
	Assault in Progress		Rescue
7	Assists- Citzzen		Service
	ATC (Attempt to Contact)	1	Sex Offense/ Rape
	ATL (Attempt to Locate)	1	Shooting/Weapons/Explosives/ Hazards
	Bite		Shoplifting
1	Burglary		Structure fire/Threatened
2	Code Enforcement Viol.	2	Subject Stop
1	Civil/Public		Suicide
	CPS/ APS Referral		Suicide/Threats/ Attempts
	Controlled Substance	2	Suspicious Person
1	Death / Report of dead body	2	Suspicious Vehicle
	Disabled Vehicle	7	Suspicious/Unknown Circumstances
4	Disorderly conduct		Thefts In Progress
1	Display (unlawful)	2	Thefts/ Larceny
	DUI		Threats
	DVA in Progress/Act		Traffic/ Infractions/Offenses
	Extra Patrols Request	38	Traffic Stops
	Fight	2	Traffic- Other/Hazzard/Patrol
44	Fire or Aid Responding		Traffic Per.
	Firearm		Test Incident Type
	Forgery	2	Trespassing
	Found Person / Child		Unknown Problem
2	Found Property		Vehicle Alarm
2	Hazardous	3	Verbal
2	Harassment		Violation Controlled Substance
1	Hit & Run		Voided incident
1	Illegal Burn	2	Warrants/Wanted Person
	Intoxicated in Public	3	Welfare check
	Lost/Missing/Found Person		Wire down
<b>97</b>		<b>88</b>	

Tickets: 14 YTD: 244

Total : 185 Year To Date: 1317



# City of McCleary

## STAFF REPORT

<b>To:</b>	Mayor and Council
<b>From:</b>	Jenna Amsbury, Clerk-Treasurer
<b>Date:</b>	August 6, 2024
<b>Department:</b>	Finance & Administration

**Finance:**

In July I worked on 2024 budget review, creation of 2025 Budget Call letters and set up, cost allocation reviews, contract negotiations with Teamsters and HR items. I also had meetings regarding software systems, LEAN presentation for WFOA, and prepared and submitted quarterly reports.

Lindsay continued work on AP's, payroll, agendas/minutes, excise tax and back up customer service for office coverage and completed the WCIA Annual Liability Exposure Report.

Lori Ann has been working on the Department of Commerce Energy Grant for utility customers. To date \$47,000 of the \$52,086.56 has been expended, assisting 235 City residents. She has also assisted with audit documentation, reports, and lead for customer service.

**Public Records:**

There are currently eight (8) open public records requests and 25 closed requests for 2024 for a total of 33 received. These are administrative records only, as police requests are separate and handled by the PD Clerk.

**Policies:**

<u>Policy</u>	<u>Policy Committee Status</u>	<u>Current Status</u>
Camera Policy	Reviewed Sent to Council	Approved on 7-24-24
Public Records Ord. Update	Reviewed Sent to Council	Not approved by Council – needs revisions or comments
Social Media Policy	Draft and research emailed	Needs committee review and recommendation
Dog Ordinance	Updates and staff comments emailed	Needs committee review and recommendation
Asset Management Policy		Needs drafted
Fee Schedule Resolution		Needs updated
Employee Handbook		Review for updates and law changes needed
Employee Technology Use Policy/ Cell Phone Use		Needs drafted
Purchasing Policy		Needs reviewed and new draft created
Small works roster		May need updates due to new RCW
Park Rules Ordinance		Request to review dogs in park



# City of McCleary STAFF REPORT

<b>To:</b>	Mayor Miller and Council
<b>From:</b>	Paul Nott
<b>Date:</b>	8/7/2024
<b>Department:</b>	Light and Power

Hello All,

Since our last report we have completed the Maple Street project and have begun the well road project. Back in March, someone chopped down a tree that tore down our neutral conductor for 10 spans of wire. This created a power outage for over half of our customers. While making the repairs to restore service we were made aware of the condition of the poles. All of us were surprised that the poles were still upright and not all on the ground. Because of the significance and location of this section of line we made it a priority to rebuild it and had to put other projects aside. Currently we are just over halfway complete, and our goal is to be completed by the Friday the 16<sup>th</sup>.

As always we are also working on customer service requests and maintenance issues as they arise.

If anyone has any questions or concerns, feel free to contact us...

Paul



# City of McCleary

## STAFF REPORT

<b>To:</b>	Mayor Miller and City Council
<b>From:</b>	Kevin Trehwella
<b>Date:</b>	August 14, 2024
<b>Department:</b>	Water and Wastewater

### Wastewater Operations Update

Here at the Wastewater Treatment plant the Influent Flow have decreased significantly with the ground water table dropping in summer. This is called summer flow, with influent to the WWTP being around 100,000 gallons a day. Everyone who lives on the West side of the Black Hills knows the late Fall moving into winter and spring is the rainy season. During the rainy season, with the influence of groundwater, flows can vary between 250,000 to 750,000 gallons a day into the WWTP.

Right now, we are experiencing Summer flows here at the WWTP (100,000g/day). These Summer flows are allowing for the Single Batch Reactors to operate efficiently at their Design Criteria.

The 5-day Biochemical Oxygen Demand tests are showing a 98 and 99% efficiency. With that kind of efficiency, it proves that the Inflow and Infiltration (I & I) flow in Fall, Winter and Spring greatly impact the efficiencies of the Single Batch Reactors. This costs the City more money since we are treating more rainwater and inert materials than we do in summer. The introduction of cooler groundwater, in the cooler months of the year into the plant, cools the overall temperature of the Sequential Batch Reactor (SBR) causing a decrease in the microbiological process. The slowing down of the microbiological process, which causes a decrease in efficiency, will cause an increase in our effluent NH<sub>3</sub> and Total Suspended Solids. These increases in our WWTP Effluent has caused state violations and Federal NPDES Permit violations.

To resolve the current I&I problems, we must spend the money to fix the leaks. Past administrations have spent money on investigations as to where the groundwater is leaking into the sewer system, yet NO money has been spent on solving the issue.

The City's Public Works department does not have the equipment nor the manpower to resolve the current I&I problems we have. Working with the past resources we have identified where most of the I&I is coming from.

Currently, Public Works is working with the Department of Ecology to apply for grants so that we may narrow down the exact areas that we have to repair. After which we will have to spend money to repair the sewer lines that are identified as an I&I problem.

With the Wastewater Treatment Plant aging many pieces of equipment are coming to the end of their useful Lifespan. We have concrete that has separated from the influent splitter box which needs to be repaired. As you are aware, we are already looking at the replacement of the Effluent Chiller. We just found out that critical components of the effluent samplers are no longer being manufactured. Those will have to be replaced.

Recently one of the refrigerators for the samplers had to be replaced due to electrical problems. The HVAC for The Lab, which is supposed to be a temperature-controlled environment, stopped working.

#### Water Treatment and Distribution Update

At the Water Treatment plant, we recently identified a problem with the communications system between well 2 and well 3. Currently, we use a 900MHz signal to transmit data between the 2 wells. The Instability of the radio platform has caused us some control issues. Those control issues being that well 3 may not stop when it receives a signal to stop. We have an ethernet cable that was installed to transmit Well 3 motor speed signals. According to our repair vendor, we could use the Ethernet cable for more stable communications between the 2 wells houses, if it had been installed properly. We are working with the vendor on a solution to this problem. If we didn't want to use the ethernet we could purchase and pay a monthly fee for a secure stable radio signal. If we were to use the radio signal that is stable, we would have to pay for that every year for as long as the city operates 2 wells.

We hope this updated has been useful to outline some of the current work that is being planned and performed in the Water and Wastewater utilities. If you have any questions, please don't hesitate to contact us

Kevin Trewhella





# City of McCleary STAFF REPORT

<b>To:</b>	Mayor Miller and Council
<b>From:</b>	Fire Chief Andrew Pittman
<b>Date:</b>	August 1, 2024
<b>Department:</b>	Fire Department

Hello all,

An update to the annual guns and hoses softball game, the firefighters were victorious once again! Our association worked thought bear festival weekend and brought the citizens of McCleary the bear stew again this year. Thank you to everyone who came out to support the festival, and a huge that you to all the volunteers that make it all happen.

Our Partners at GHFD#12 have gone out and purchased a set of practice CPR manikins, in the hopes of getting some training opportunities our to our citizens. Stay tuned for those training dates soon.

The McCleary Fire Department was awarded Naloxone dosages through the dept of health at no cost to the city though a state grant program. Thank you, AC Debakker, for your woke on that.

Through the month we provided coverage for Mason County during their Highway 108 Road closures, and will be providing them coverage thought the month of august as well.

July numbers are as follows:

Public assists = 6 Mutual Aid Medical = 3 Fire =4 Mutual aid fires=3 Hazmat=1  
Accidents=6  
Total= 23

Just a reminder we are still in a full burn ban, for more information on this you can check ORCCA, DNR, or the grays harbor county fire marshal’s websites for up to date burn restrictions.

Thank you for the opportunity and Stay Safe,

Fire Chief Andrew Pittman



# City of McCleary STAFF REPORT

<b>To:</b>	Mayor Miller and Council
<b>From:</b>	Jenna Jarvis, Field Foreman
<b>Date:</b>	August 8, 2024
<b>Department:</b>	Public Works

Hello everyone!

The Public Works crew has been busy per usual. The Bear Festival went on without any major problems. We will be making minor adjustments for next years Bear Festival.

City hall has been getting some much-needed paint, replacement trim, and glazing replaced. One of the crew members has been working nonstop on city hall. While in the process of taking out the old AC units we noticed some window glazing had been failing, very faded paint, caulking around the front door that had not been covered up with paint, a few pieces of trim needed to be replaced due to rot. As well as when the old council chamber window replacement project. The exterior trim had not been painted. There were also some major gaps between the trim and the brick, so we have added more trim to cover the holes. We are almost done with completing the maintenance on city hall.

In other wonderful news, we have officially completed the lead and copper inventory! We are currently waiting on a response on who or where to submit our findings.

Another fun project we were grateful to be apart of was removing a piece of playground equipment that had become hazardous at the McCleary School. We were able to salvage some of the cables from the piece and potentially use it on another winter project in the Public Works shop. This involved saving as much of the pea gravel that surrounded the piece, pulling the equipment out, backfill and compact, and removing the concrete from the base. We will be hauling this off to recycle when we get a chance.





With everything we do we also have been doing online safety training as well as some confined space training out in the field. A few years ago, we had a manhole lid break and has been resting in the bottom of the manhole ever since. We gathered all our safety gear needed for the retrieval with a successful outcome. The picture on the right



shows the crew waiting for the gas sniffer to detect any unsafe gases before entering the manhole.



# City of McCleary

## STAFF REPORT

<b>To:</b>	Mayor Miller and City Councilmembers
<b>From:</b>	Chad Bedlington, Director of Public Works
<b>Date:</b>	August 14, 2024
<b>Department:</b>	Public Works Administration

### **Updates:**

#### Clean Energy Transformation Audit

Every four years the city is required to be audited for its compliance with the Clean Energy Transformation Act (CETA). The Audit this year will be reviewing three areas:

- Greenhouse gas content calculation, 2020-2021
- Energy Assistance to low-income households, 2019-2020
- Clean energy implementation plan development, 2022-2025

Work is still continuing with the State Auditors Office to address questions regarding the city's historic reporting. The audit is nearing completion.

#### Cost Evaluation of Opening Beerbower Park to Allow On-leash Dogs:

It was recently requested by community members to have City Staff evaluate the costs associated with opening Beerbower park to allow on-leash dogs. Under the existing City Code, the Public Works Director has the discretion to alter the park rules as needed to consider this change in use, with some minor exceptions.

Initial costs to make this alteration to allowances in the park is minimal. Some basic signage with updated park rules, coupled with some doggy-waste stations would be all the investment needed to start the campaign. Estimated costs to purchase and install signage is under \$1000 with installation completed by Public Works staff. This would include posting of three dog waste stations with poles and signage, and updating the park rules signage.

#### FCS Group Rate Review

City staff continue to work with FCS Group on the final report for the rate review for water, sewer, stormwater, and light and power utilities. Staff met with FCS Group on August 8<sup>th</sup> to also discuss Water Rate Design. This is being done to evaluate redistribution of how water consumption is billed, and to also provide a lower rate to low volume consumers in the future. Staff

anticipates a presentation of the final report to be completed at the August 28<sup>th</sup> City Council meeting.

Grays Harbor Conservation District Annexation

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.

IT Update

Progress toward completing the necessary improvements to our data management and security have been moving along slowly. We recently had to receive approval from ACCESS (Law Enforcement Access approver) to get clearance for Right!System employees to work on the Police side of the system. This took several weeks and caused some minor delays in getting a completion date set for Police IT support. It has been a challenging handoff of the project to a 3<sup>rd</sup> party vendor when we had made so much progress in using our lower-cost in-house expertise. Further discussion on delivering IT services will be necessary during the budgetary process.

Update: Grant Pursuits

Below is a list of current grants that have either been submitted or are being pursued this year by City staff. This list will be updated monthly to keep the community and Council informed of progress. It is not to be considered comprehensive as additional opportunities may materialize and will be added to the list:

<b>Grant Type</b>	<b>Description</b>	<b>Proposed Purpose</b>	<b>Status</b>
Private	Elison Foundation	Food Bank Expansion	Submitted
State	Department of Natural Resources	Acquisition of Fire Dept. command vehicle and additional equipment needs	Submitted
Private	Quadra Tech	ROW beautification	In Progress
Private	City Foundation, Community progress makers	Food Bank new construction and downtown infrastructure	Pending
Private	Blue Diamond	New food bank to allow for expansion of existing	Pending

		community commercial grade kitchen	
State	Dept of Ecology	On-going aquifer monitoring	Submitted
State	Recreation & Conservation Office (RCO), Youth Athletic Facilities	New Playground Improvements near Summit Place	In Progress. Grant Application presentations during the week of Aug 19 <sup>th</sup> .
State	Recreation & Conservation Office (RCO), Youth Athletic Facilities	Upgrades to Beerbower park athletic facilities	In Progress. Grant Application presentations during the week of Aug 19 <sup>th</sup> .
State	Department of Commerce – Decarbonization Grant	Solar grant to support power independence and resiliency, and potentially offset operating costs	<b>Awarded</b>
State	WSDOT Safe Routes to Schools	Pursuit of sidewalk and ADA crossing improvements around McCleary Elementary School	Submitted
State	Transportation Improvement Board (TIB)	Involves several potential street segments. Pursuing chip seal program funding.	Submitted
State	Department of Commerce -Paper to Digital Grant	Funding to pursue replacement and more efficiency in our data management, permitting, and financial software.	Pending

West Maple Street Sidewalk Project

This project is currently in design with an anticipated construction started date in the Fall of 2024. Preliminary design review with the engineer is planned for August 19<sup>th</sup>.



## CITY COUNCIL AGENDA ITEM COVER SHEET

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**FROM:** Jenna Amsbury  
**DATE:** August 2024  
**AGENDA ITEM TITLE:** Interagency Reimbursement for Blake case reimbursements

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### SUMMARY

This Interagency Reimbursement Agreement (“Agreement”) is entered into by and between Washington State Administrative Office of the Courts (“AOC”) and McCleary Municipal Court (“Jurisdiction”) to reimburse extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* (“Blake”). The Grays Harbor County District Court acts as the Municipal Court for the City of McCleary and they have entered into the agreement for reimbursement.

### RECOMMENDATION/ACTION REQUESTED

No action required. This is informational only.

**INTERAGENCY REIMBURSEMENT AGREEMENT - IAA25259**

**BETWEEN**

**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**

**AND**

**MCCLEARY MUNICIPAL COURT**

This Interagency Reimbursement Agreement (“Agreement”) is entered into by and between Washington State Administrative Office of the Courts (“AOC”) and McCleary Municipal Court (“Jurisdiction”) to reimburse extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* (“Blake”). AOC and Jurisdiction will be known individually as *Party* and collectively as *Parties*.

**I. PURPOSE**

The purpose of this Agreement is to reimburse the extraordinary judicial, prosecutorial, clerk, court administration and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For Municipalities and Counties, this will include language Engrossed Substitute Senate Bill 5187, Section 114(3) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

**II. REIMBURSEMENT**

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$2,624 for the extraordinary judicial, clerk, court administration, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. For Municipalities this will include language from the Engrossed Substitute Senate Bill 5187, Section 114(13), passed by the 2023 Legislature, which includes simple drug possession to include cannabis and possession of paraphernalia.

To be eligible for reimbursement, the Costs must be incurred between July 1, 2024 and June 30, 2025. AOC will not reimburse Jurisdiction Costs incurred after June 30, 2025. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

- B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.



### III. PERIOD OF PERFORMANCE

Performance under this Agreement begins on July 1, 2024, regardless of date of execution, and ends on June 30, 2025. The period of performance maybe amended by mutual agreement of the Parties.

### IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, it's A-19 invoices to [payables@courts.wa.gov](mailto:payables@courts.wa.gov).

B. Jurisdiction's A-19 invoices must include:

1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;
2. A list of any case numbers associated with the services provided;
3. A breakdown of expenses by judicial, clerk/court administration, prosecutorial, and defense-related costs;
4. Any employee positions supported by Blake related funds, broken down by judicial, clerk/court administration, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;
5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and,
6. Data, including case numbers and aggregate data on the number and type of cases:
  - a. Vacated under *Blake*;
  - b. Resentenced under *Blake*; and
  - c. Being worked on under *Blake*.

### V. REVENUE SHARING

A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Jurisdiction no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program and/or to support the Supreme Court's directive for an AOC case vacating team. If AOC determines the Jurisdiction may not spend all monies available under the Agreement or if Jurisdiction declines and/or elects not to participate in the vacating of Blake eligible cases, AOC may reduce the Agreement amount as mentioned above. If AOC determines the Jurisdiction may spend more monies than available under the Agreement and for its scope, AOC may increase the Agreement amount.

B. If the AOC initiates revenue sharing, then the Jurisdiction must submit the final revenue sharing A-19 to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) between July 12, 2025 and August 1, 2025.

## **VI. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by agreement of the Parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

## **VII. GOVERNANCE**

- A. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.
- B. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:
  - 1. Applicable state and federal statutes and rules;
  - 2. This Agreement; and then
  - 3. Any other provisions of the Agreement, including materials incorporated by reference.

## **VIII. WAIVER**

A failure by either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

## **IX. SEVERABILITY**

If any Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

## **X. AGREEMENT MANAGEMENT**

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

<b>AOC Program Manager</b>	<b>Jurisdiction Program Manager/ Point of Contact</b>
<p><b>Sharon Fogo</b> Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 <a href="mailto:Sharon.Fogo@courts.wa.gov">Sharon.Fogo@courts.wa.gov</a> (360) 819-7305</p>	<p><b>Miha Kapaki</b> Court Administrator 102 W Broadway Ave Rm 202A Montesano, WA 98563 miha.kapaki@graysharbor.us 360-249-3441</p>

## XI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the Parties to this agreement unless otherwise stated in this Agreement.

### **AGREED:**

**Washington State Administrative  
Office of the Courts**

**Jurisdiction**

<i>Signature</i>	<i>Signature</i>
<i>Date</i>	<i>Date</i>
<b>Christopher Stanley, CGFM</b>	MiHa Kapaki
<i>Name</i>	<i>Name</i>
<b>Chief Financial and Management Officer</b>	Court Administrator/Probation Director
<i>Title</i>	<i>Title</i>



THE ATHENA GROUP • ATHENAPLACE.COM • [INFO@ATHENAPLACE.COM](mailto:INFO@ATHENAPLACE.COM)

## City of McCleary – Facilitation Proposal

August 7, 2024

Dear Jenna -

Thank you for reaching out to The Athena Group to facilitate the City’s leadership retreat on September 14, 2024. Outlined on the following pages is our understanding of the work, information on our facilitator, Karen Meyer, and the estimated cost. We look forward to speaking to you further to see how we might be of service.

Sincerely,

Faith Trimble, Founder and Partner  
The Athena Group

The Athena Group, LLC	
Headquarters	101 Capitol Way N., Ste. 301, Olympia, WA 98501
Phone/Fax	(360) 754-1954, (360) 252-6555
Website	<a href="http://www.athenaplace.com">www.athenaplace.com</a>
State of Incorporation	Washington
WA UBI Number	603 303 751
Tax ID Number	46-3407964
WBE/DBE Number	W2F0017471/D2F0017471
DUNS Number	08-003-1319
UEI Number	LUMHLE4BSZA1
Project Contact	Karen Meyer, 360-808-8875, <a href="mailto:karenm@athenaplace.com">karenm@athenaplace.com</a>
Contracting Contact	Kate King, Contract Coordination, (360) 754-1954 x112, <a href="mailto:katek@athenaplace.com">katek@athenaplace.com</a>

## Project Understanding

We understand that the City of McCleary would like to contract with The Athena Group to facilitate a retreat with about 9 participants on Saturday, Sept. 14, 2024, from 9 – 2:30 pm.

## About The Athena Group

The Athena Group, LLC is a women and minority-owned consulting business headquartered on the traditional territories of the Coast Salish, specifically the Nisqually and Squaxin Island people – otherwise known as Olympia, WA.

We are an anti-racist, self-organizing, for-purpose enterprise that cultivates the capacity for transformational change in individuals, systems, and society. As our clients move towards their vision of a better world, we support them through our leadership development, organizational health, and community engagement services and products. We intentionally work with a mindset of shifting away from “power over” to “power with” internally and with our clients—helping to engender a world where economic prosperity for all is inevitable, and social equity and environmental responsibility are local and global priorities.

The Athena Group has served over 250 clients through the successful completion of 600+ contracts in state, regional, and local governments and business and community-based organizations since 1999. We are licensed to do business in Washington, Oregon, California, Colorado, and Hawaii.

## Project Team

Karen Meyer (she/her) is the proposed facilitator for the event. Karen brings over 25 years' experience in helping communities understand and advocate for important issues through assessment, facilitation, strategic planning, engagement, project management and facilitation. Most recently, Karen led the community health assessment (CHA) and community health improvement plan (CHIP) for the Tacoma Pierce County Health Department, using a variety of qualitative and quantitative data collection and analysis methods. Several innovative qualitative methods were used, including training community members to conduct focus groups and community driven practices to share findings and solicit feedback. This work involved numerous partners interested in reducing health inequities through policy and system change.

## Scope of Work

### Task 1: Pre-planning

Task	Description	Lead	Deliverables
1.1	Kick-Off and Meeting Design	Karen	Agenda and design notes

The Athena facilitator will meet with the client and review relevant materials, discuss the retreat objectives and client expectations, identify populations that need to be centered, and agree upon the format of the final summary report. If there is a draft agenda, the facilitator will recommend changes to the draft agenda based on the retreat objectives. If there is not an agenda, the facilitator will draft an agenda along with design notes on how the meetings will be facilitated. The facilitator will send draft agenda and design notes to the client for review and approval. If meeting supplies are needed, the facilitator will pick-up the supplies and bring them to the retreat.

### Task 2: Facilitate Retreat

Task	Description	Lead	Deliverables
2.1	Retreat Facilitation	Karen	Retreat materials, if any

The facilitator will arrive at the retreat 1 hour before the event begins to set up the space, discuss last-minute details with the client, and welcome participants as they arrive. The facilitator will lead the participants through the agenda, utilizing the approved design. The agenda or design may need to shift based on the participant needs; if necessary, the facilitator has the authority to change the agenda or design to accomplish the retreat objectives.

The retreat will be in-person for 5.5 hours with about 9 participants. If possible, the client will provide a staff person who will write notes of the key activities and decisions. The facilitator will stay after the retreat for 1 hour to speak with participants, debrief with the client, and pack up materials.

### Task 3: Post-Retreat De-brief

Task	Description	Lead	Deliverables
3.1	Hold brief meetings in the 1 – 2 weeks following retreat to de-brief	Karen	Summary report

The facilitator will draft a short summary of what went well, what could occur differently next time and any loose ends to tie up.

## Cost Estimate

Tasks		Hours	Total Cost	Assumptions
Task 1	Preplanning	2	\$550	Client meeting to discuss agenda and goals for the retreat at kick-off meeting. Final agenda will be sent after kick off meeting.
Task 2	Facilitate Meeting	7.5	\$2062.50	Travel time is paid at half rate. The facilitator will be at retreat ~1 hour before and ~1 hour after.
Task 3	Summary results	2	\$550	Most useful format can be done within the time allocated.
	Hard Costs		\$75	Mileage @.67/mile and carbon offset, and facilitation materials if needed.
		<b>11.5</b>	<b>\$3237.50</b>	







## CITY COUNCIL AGENDA ITEM COVER SHEET

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**FROM:** Tyson Ryder, Public Works Assistant

**DATE:** August 14, 2024

**AGENDA ITEM TITLE:** Assured Data Protection Master Services & License Agreement (MSLA) Renewal

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### **SUMMARY**

The city currently receives data backup and disaster recovery services through Assured Data Protection. The software is supported through an MSLA that is attached for your reference and approval. The MSLA is renewed on an annual basis and necessary to have in place to support the hybrid application from Assured Data Protection. If renewed, the MSLA would be valid through 9/01/2025.

### **FISCAL IMPACT**

Annual cost for this service is \$2,100 a month for the next 12-month cycle. The cost of service is paid from the professional services line item in the public works funds (water, sewer, stormwater, light & power).

### **RECOMMENDATION/ACTION REQUESTED**

Approve renewal of the contract for services.

**EXHIBIT 1****ORDER #002**

This Order #002 (the "Order") to Master Services and License Agreement #CMC05122023 (the "Agreement") is made and entered into effective \_\_\_\_\_, (the "Order Effective Date") by and between:

**Assured Data Protection, Inc. ("Assured")**  
 13873 Park Center Road, Suite 545N  
 Herndon, Virginia 20171

**City of McCleary ("Client")**  
 100 S 3<sup>rd</sup> St  
 McCleary, WA 98557

**1. PRODUCTS:**

Product	Description	Term
<b>Assured Data Protection Service Tier III - Band A</b> <b>SKU: ADPSTS003_AFE</b>	Rubrik Appliance on-premises, replication to 2 <sup>nd</sup> Rubrik instance (most recent up to two weeks). DRaaS	12 Months
<b>Rubrik M365 Data Protection</b> <b>SKU: ADP036501</b>	Rubrik Hosted Protection for Microsoft 365, 20 GB per user; Cost Per Seat	12 Months

**2. SERVICE TERM**

12-MONTHS. Renewal Term

## Payment Terms

- Setup fees are billed upon signature
- Service billing will begin upon commencement of the Service Term
- Service Term will commence upon Service delivery or the month following the arrival of on-premises hardware, whichever comes first. Notwithstanding, all billing will commence within 60 days of contract signature

This order will automatically renew for additional one (1) year terms (each a "Renewal Term") unless either party provides the other party with a notice of termination at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term.

**3. FEES:**

Product	Contract Price	Amount	Client Price
<b>Assured Data Protection Service Tier III - Band A</b> <b>SKU: ADPSTS003_AFE</b>	\$1,999.20	1	\$1,999.20
<b>Rubrik M365 Data Protection</b> <b>SKU: ADPO36501_SFE</b>	\$1.68	60	\$100.80
<b>Rubrik 20GB M365 Data Protection Foundation Edition Overage</b> <b>ADPO36501_OSFE</b>	\$1.68	Actuals	Actuals
<b>Total Monthly Estimated Charges</b>			<b>\$2,100.00/Month</b>

\* Service includes disaster recovery resources: 4 vCPU and 32 GB of RAM (no additional charge). Customer has the ability to spin up and Livemount VMs in our data center on request. DR consumption beyond the allotment is charged on a per usage basis. Pricing is below for On Request VMs recovered and operated in the DR environment. The idea behind allotting some DR capacity is to give you the ability to stand up something critical, like AD, and power it on/off for DR testing whenever you feel like it. DR resources can also be reserved.

\*\*Actual On Demand Protected TBs will fluctuate monthly based on usage.

On Demand DR Resource pricing. Reserved resources with guaranteed availability are available

Description	Client Price
Disaster Recovery vCPU, On-demand; per Month (pro-rated hourly)	\$17.90
Disaster Recovery RAM (Per GB), On Demand; per Month (pro-rated hourly)	\$5.85
Disaster Recovery Persistent Disk (Per GB), On Demand; per month (pro-rated hourly) ***	\$0.21
Disaster Recovery Rubrik-based Livemount	No Additional Cost

\*\*\* Persistent Disk is SSD fronted SATA, to be compared with Amazon EBS Provisioned IOPs with 5k shared available IOPs.

4. SCOPE OF LICENSE

License limited to Client internal use

5. SUPPORT

A. Maintenance Services

Assured shall provide Client with Support during the Service Term.

B. Implementation Services

Assured shall provide Client with the implementation services (the "Implementation Services") for the Service as set out in Exhibit 1A, hereto. The Implementation Services shall be provided in accordance with the Agreement and this Order. If Client desires to retain Assured to perform additional services, the parties shall enter into a change order or amendment hereto.

6. GENERAL

The terms of this Order, including the license or rights granted herein and applicable fees, are conditioned upon Client's execution and Assured's receipt of this Order by \_\_\_09/01/2024\_\_\_. If Client fails to execute and return this Order to Assured by such date, Assured may, in its sole discretion, decline to honor the terms of this Order, including the fees and license set out herein. The Agreement is supplemented as set forth herein. In the event of a conflict between the Agreement and this Order, the terms and conditions of this Order shall govern. Otherwise, all the terms and conditions of the Agreement not amended herein shall remain in full force and effect.

Agreed to and accepted by:

ASSURED DATA PROTECTION, INC.

CITY OF MCCLEARY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



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.

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

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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.

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

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

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### **VI. CIVIL RIGHTS**

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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.

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### **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 14, 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, with support from Council to move the contracting process forward for continued consideration. Detailed information and Frequently Asked Questions (FAQ) about the project can also be found on the City Website at: <https://www.cityofmccleary.com/buildingplanning/page/mccleary-solar-array-project>

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.



## 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

# Table of Contents

Mission..... 3  
Natural Resource Priorities..... 4-8  
    Watershed Restoration..... 4  
    Marine Resiliency..... 5  
    Forest Stewardship..... 6  
    Agricultural Viability..... 7  
    Education and Outreach..... 8  
Budget..... 9  
Resources..... 9



## 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
<p>Conduct Education and Outreach around the European Green Crab (EGC) and its undesired presence throughout Grays Harbor:</p> <ul style="list-style-type: none"> <li>• Host two trapping training events geared towards recruitment of ten volunteers to trap EGC by land-based means.</li> <li>• Film, edit and release two videos of underwater activity of EGC through GHCD’s existing platforms.</li> </ul>	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 (RCP) grant application.*

**Funding Source(s):**

Activities for FY2025	Target Dates	Person Responsible	Time (Days) Required	Estimated Funding
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 RCP 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):**

<b>Activities for FY2025</b>	<b>Target Dates</b>	<b>Person Responsible</b>	<b>Time (Days) Required</b>	<b>Estimated Funding</b>
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

**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  
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WA 98557**

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