



# McCleary Regular City Council Meeting

Thursday, August 18, 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

### Resolutions

- [1.](#) Resolution Honoring John Allardin

### Special Presentations

- [2.](#) Port Blakely Property - Ken Brogan

### Public Comment - Agenda Items Only

### Consent Agenda

3. Accounts Payable July 1-15 Ck. Numbers 50832-50885 including EFT's totaling \$233,560.93
4. Accounts Payable July 16-31 Ck. Numbers 50886-50924 including EFT's totaling \$58,031.03

### Updates

- [5.](#) Staff Reports - Light & Power, Public Works, Water & Wastewater, Police

### New Business

6. Randy Bunch Promotion to Sergeant
7. Confirmation of Chad Bedlington as Director of Public Works
8. Police Vehicle Discussion

### Old Business

- [9.](#) Comprehensive Plan
- [10.](#) Tenelco Contract Renewal
11. Museum Utilities Discussion

### Ordinances and Resolutions

- [12.](#) Port Blakely Annexation Ordinance

### 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.

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.

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

## A RESOLUTION RECOGNIZING MCCLEARY'S LOSS OF JOHN "ONE EYE" ALLARDIN

## Recitals

1. A little over a month ago, John Allardin's family lost John unexpectedly. It was not only a loss to his spouse Roni Sue, children Wyatt, Rebekka, Mayghan, Rhyanne and Wyndi, and his extended family, but also a major loss to those who live in and around the City of McCleary.
2. John was hired by the City of McCleary on October 1<sup>st</sup>, 1983 and continued to work up to the day we lost him. Over his 38 years, 8 months, 24 days of service, which totaled 14,147 days and included 2,021 weekends and 406 holidays, John witnessed numerous changes at the City. He served the City under 9 different Mayors, dozens of different councilmembers, and 9 different Public Works Directors. John performed countless repairs to public utilities, and was instrumental in the maintenance, replacement and improvements of the city water, sewer, storm, street, power, parks and cemetery systems. He played major roles in two community center remodels, two rebuilds of the wastewater treatment plants, rebuilds of our well fields, numerous vehicle and equipment improvements and the evolution of computers in the office. John has the remarkable distinction of being the one of the two employees of the City of McCleary to remain at the City for over 35 years, and no other employee has been with the City longer.
3. John was a quiet spoken person who enjoyed life's activities, including (many) cups of coffee, smoking cigarillo's, any type of camping, having animated self-conversations, and collecting items that struck his fancy. However, John never wavered in his desire and commitment to make McCleary and the surrounding area a better place to live. Whether it was during his ever-changing work assignments, working with his spouse, Roni Sue as volunteers at the Bear Festival or "whatever she would drag him to", or helping those who needed a helping hand after he was done with his workday, John was a great mentor and friend.
4. A lot of phrases are appropriate in describing John. He cared about those around him, whether the contact was personal or professional. It is unlikely that any of us can remember a time when he was not friendly and civil to all who came into contact with him, even if the other person was confrontational. John's caring qualities, sense of humor and generosity is what he always shared with others and is the indelible legacy that he leaves behind. John positively impacted the lives of many employees, current and past, through his hard work and dedication to his position.

- 5. John will be missed by the community, residents and mostly the employees of the City. Not hearing the "Hey Bud" greetings, the "You Betcha" when he was asked to do something, the nicknames he had for everyone or hearing "Damn it" when he was struggling with something will be missed. Mostly missed will be his sense of humor. He loved to "freak people out" with his one fake eye and also his quotes and sayings that he had or would print out and hang on the cork board in the office.

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

SECTION I: The Mayor and Council wish to express their sorrow at the loss of John from his role in the City's employment and in the life of the City. As to his spouse, Roni Sue, children and his family, thank you for the support you provided to him. The Mayor, Council and staff want the family to know how much the City benefitted over the years from his presence and involvement. They also wish to express the Community's appreciation for all that John did which helped to make McCleary the city that it is.

SECTION II: May John become aware of the passage of this resolution while he is sitting in front of a campfire with his coffee in one hand and cigarillo in the other, reminiscing about his fun he had with his one eye.

John can be certain that he will not be forgotten by those with whom he has served.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the City Council of the City of McCleary, and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MCCLEARY:

\_\_\_\_\_  
CHRIS MILLER, MAYOR

ATTEST:

\_\_\_\_\_  
Ann-Marie Zuniga, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher John Coker, City Attorney

EDC Board of Directors

**Heather Burgess, President**  
Phillips Burgess Law, PLLC

**Mark Steepy, President-Elect**  
KPFF Consulting Engineers

**Michael McGaully,  
Secretary/Treasurer**  
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Express Employment Professionals

**David Burnett**  
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**Marc Dally**  
Thurston Regional Planning Council

**Joe Downing**  
Commissioner, Port of Olympia

**Gary Edwards**  
Commissioner, Thurston County

**Brian Fluetsch**  
Sunset Air, Inc.

**Wayne Fournier**  
Mayor, City of Tenino

**Daryl Fournier**  
Heritage Bank

**Ann Freeman-Manzanaras**  
Intercity Transit

**Yên Huỳnh**  
Councilmember, City of Olympia

**Jessica Jensen**  
Jensen Milner | Cap City Law PS

**Dan Jones**  
NorthAmericaTalk

**Cecelia Loveless**  
Multicare Foundations

**Malcolm Miller**  
Deputy Mayor, City of Lacey

**Evan Parker**  
Kidder Mathews

**Annette Pitts**  
Experience Olympia & Beyond

**Dr. Timothy Stokes**  
South Puget Sound  
Community College

**Tony Taylor**  
Tony Taylor Inspires

**Chris Woods**  
Boys & Girls Club  
of Thurston County

**Shina Wysocki**  
Chelsea Farms

**Nancy LaPointe**  
Ex Officio Member  
CB&I Board President  
Navigate Financial

McCleary City Councilmembers:

In August of 2022 the Thurston Economic Development Council conducted an economic impact assessment of single-family home construction on behalf of Brogan Companies. This economic impact assessment was simulated using the IMPLAN I/O using the most recently available trade data inclusive of the COVID-19 pandemic and is displayed in 2022 dollars. The geographic region simulated for this impact assessment was Grays Harbor County.

The total economic impact associated with the 156 lot single-family housing development in McCleary, WA proposed by Brogan Companies is estimated to be **660 jobs, \$38.8 million in new labor income and \$84.6 million in total economic output**. This new economic output is estimated to generate **\$3.6 million in state and local revenues**. These impacts will accrue over the lifetime of construction and expire once construction completes. The tables below detail the full economic output inclusive of supply-chain (indirect impact) purchasing and additional consumer demand (induced impact).

**Total Economic Impact by Type**

Impact	Employment	Labor Income	Output
Direct	467.38	\$30,091,767.00	\$55,692,000.00
Indirect	90.85	\$4,405,734.72	\$13,505,164.99
Induced	102.16	\$4,292,944.43	\$15,407,382.98
<b>Totals</b>	<b>660.39</b>	<b>\$38,790,446.16</b>	<b>\$84,604,547.97</b>

Source: IMPLAN I/O, Thurston EDC

**Total Tax Revenue Impact**

Municipal	Special Districts	County	State	Federal
\$583,998.43	\$499,208.00	\$581,708.17	\$1,903,318.67	\$7,868,563.20

Source: IMPLAN I/O, Thurston EDC

More information on these impacts is available upon request. Thank you for your time and consideration.



Michael Cade  
Executive Director

Thurston  
Economic  
Development  
Council



**EDC Board of Directors**

**Heather Burgess, President**  
Phillips Burgess Law, PLLC

**Mark Steepy, President-Elect**  
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**Nancy LaPointe**  
Ex Officio Member  
CB&I Board President  
Navigate Financial



# City of McCleary **STAFF REPORT**

<b>To:</b>	Mayor Miller and City Council
<b>From:</b>	Kevin Trehella
<b>Date:</b>	July, 2022
<b>Department:</b>	Water and Wastewater

Water and Wastewater treatment Plants are operating excellently.

Have a great month!

*Kevin Trehella*



# City of McCleary **STAFF REPORT**

<b>To:</b>	Mayor Miller and Council Members
<b>From:</b>	Steve Randich
<b>Date:</b>	Aug 3,2022
<b>Department:</b>	Public Works

Mayor and Council,

We are currently doing our daily maintenance.

Thank you,  
Steve



# City of McCleary **STAFF REPORT**

<b>To:</b>	Mayor Miller and Council
<b>From:</b>	Paul Nott
<b>Date:</b>	8/3/2022
<b>Department:</b>	Light and Power

Hello All,

This past month the crew has been keeping busy with general maintenance of our electrical system and fielding customer requests.

We've been working on a primary line extension/underground rebuild on Belle Ln. We also had another underground fault on Oak Meadows.

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

Paul





# City of McCleary STAFF REPORT

<b>To:</b>	Mayor Miller and Council Members
<b>From:</b>	Sam Patrick Chief of Police
<b>Date:</b>	Aug 9, 2022
<b>Department:</b>	Police Department

Mayor and Council,

First off, I would like to take the time to thank the council and Mayor for this opportunity to serve the citizens of McCleary as your Chief.

Several things to report, but not limited too.

Working on organization of the police department and catching up on need items.

New Clerk has been working on assisting with origination and engaged in online training while waiting for additional training for the position of Police Clerk.

Reached out to the Chief of Elma to strengthen working and training relationships

My first bear festival appears to be very successful with limited issues

National night out was successful thanks to Brycen and all the volunteers.

Have a lateral new officer in the background and polygraph phase of hiring, interview has been done. Possible start day late August / first of September. Sifting through several other applications however most appear to be entry level hires. Looking at interview times in the next week or so.

Made several contacts to the academy on current requirements to begin a reserve officer program. I have yet to be contacted back from them

Have a new program to present (Motor Officer Program) I am currently state trained for motor officer and motor escorts. See attached information

Chief Sam Patrick





## 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: \$29,969.75**

### **Estimated Fee:**

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><i>\$138,400 + Expenses</i></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 – June 2021

Classification	Hourly Billing Rate
Principal	\$160.00 - \$360.00
Senior Consultant	\$135.00 - \$295.00
Senior Project Manager	\$160.00 - \$250.00
PM3 Project Manager	\$150.00 - \$220.00
PM2 Project Manager	\$125.00 - \$195.00
PM1 Project Manager	\$100.00 - \$155.00
Senior Engineer	\$140.00 - \$190.00
E4 Engineer	\$120.00 - \$170.00
E3 Engineer	\$105.00 - \$155.00
E2 Engineer	\$100.00 - \$150.00
E1 Engineer	\$90.00 – \$120.00
Senior Landscape Architect	\$115.00 - \$155.00
L4 Landscape	\$105.00 - \$135.00
L3 Landscape	\$95.00 - \$125.00
L2 Landscape	\$90.00 - \$120.00
L1 Landscape	\$80.00 - \$110.00
Senior Planner	\$125.00 - \$205.00
P4 Planner	\$110.00 - \$160.00
P3 Planner	\$100.00 - \$140.00
P2 Planner	\$85.00 - \$130.00
P1 Planner	\$75.00 - \$110.00
Senior Technician	\$115.00 - \$155.00
T4 Technician	\$110.00 - \$140.00
T3 Technician	\$95.00 - \$135.00
T2 Technician	\$85.00 - \$125.00
T1 Technician	\$80.00 - \$110.00
Construction Inspector	\$75.00 - \$105.00
Graphic Designer	\$100.00 - \$140.00
Project Coordinator II	\$100.00 - \$140.00
Project Coordinator I	\$80.00 - \$110.00
Project Accountant	\$100.00 - \$185.00
Intern	\$70.00 - \$90.00
<b>Other Fees:</b>	
<ul style="list-style-type: none"> <li>Mileage, direct project expenses, and reproduction costs are billed at cost plus 10%</li> </ul>	

# TENELCO, INC.

2824 Old Hartford Road, Unit A, Lake Stevens, WA 98258

425-397-7770

June 16, 2022

City of McCleary  
100 S. Third Street  
McCleary, WA 98557  
kevint@cityofmccleary.com

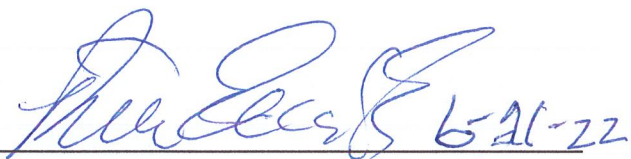
Re: Transportation and Land Application of Biosolids Contract renewal.

The Service Contract for the Transportation and Land Application of Biosolids between Tenelco, Inc. and The City of McCleary dated September 1, 2021, remains in effect until August 31, 2022. Tenelco is purposing a new 1-year contract with the minimum load of 25 tons, effective September 1, 2022

The December 2021 reported percentage increase of the Consumer Price Index (CPI) for the Seattle-Tacoma-Bellevue area for all Urban Wage Earners and Clerical Workers (CPI-W) is 7.6%. Along with wages and the distance drivers travel is a deciding factor in our new price of 95.33 per wet ton.

We hope to continue working with you and regret any inconvenience this may cause. I have enclosed the revised contract, only the price and dates have changed.

Please sign below in acceptance and return to our office or contact Tenelco at 425-397-7770


  
 Rick Eldredge \_\_\_\_\_ Date \_\_\_\_\_ City of McCleary \_\_\_\_\_ Date \_\_\_\_\_  
 President  
 Tenelco, Inc.

**Services Contract  
For the  
Transportation and Land Application of Biosolids  
And  
Other Related Services**

**1. Parties.** The parties to this contract are City of McCleary (Generator), and Tenelco Inc. (Tenelco), a private corporation registered in the State of Washington (UBI 601 553 220) that provides Biosolids Horticultural Services. Tenelco operates a Beneficial Use Facility, as defined in WAC 173-308-080. Tenelco has the ability to perform land application of biosolids in a lawful manner in appropriate sites and has obtained all necessary permits to do so.

**2. Biosolids Production and Use.** The parties acknowledge and agree that:

- The generator produces sewage sludge in the form of Class B biosolids (biosolids) as a by-product of its sanitary sewage treatment processes.
- The generator desires that its biosolids be used beneficially as defined by WAC 173-350-100, i.e. in a manner that does not pose a threat to human health or the environment.

**3. Contract to Transport and Apply Biosolids Beneficially.** In consideration of the mutual promises and covenants in this contract, and on the terms and conditions of this contract, Tenelco agrees to receive, transport, and perform beneficial land applications of the generators biosolids in compliance with federal, state, and local laws, rules, and regulations.

**4. Scope of Services.** Tenelco will manage and operate the class B land application program for the Generator, including but not limited to compliance requirements with federal, state, and local laws, rules, and regulations necessary, therefore; all management activities will be coordinated through the following person:

Rick Eldredge  
2824 Old Hartford Rd Unit A  
Lake Stevens, WA 98258  
Phone 425-397-7770  
Email: [teri@tenelco.net](mailto:teri@tenelco.net)

**5. Tenelco's Services.** With respect to any Class B biosolids tendered by the Generator to Tenelco, Tenelco shall:

- Take possession of and transport the biosolids to Tenelco facilities or other locations for beneficial use through land application of the biosolids, which may include use thereof on agricultural lands, generally in Eastern Washington as a nutrient-based soil amendment or compost ingredient;
- Provide and furnish at Tenelco's cost and expense, all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide the beneficial use services in strict conformance with the conditions and prices stated in this contract;
- Collect and test all necessary soil samples on application sites;
- Provide information to complete all biosolids reports, annual or otherwise, related to the land application as required by any governing agency, including, but not limited to, the State of Washington Department of Ecology (DOE) and the United States Environmental Protection Agency (USEPA);



- Tenelco will maintain in good standing all applicable and necessary permits, licenses, and approvals of any federal, state, and local government, including and especially a permit to operate a Beneficial Use Facility from the Washington State Department of Ecology.
- Pay all costs for mobilization, demobilization, transportation, and application. This will include all cost associated to fuel, labor, repairs, maintenance, permit fees, insurance, and other associated costs.
- Tenelco will transport biosolids in trailers capable of hauling 25-29 wet tons.
- Prior to tender, the generator will test the tendered biosolids in accordance with testing procedures that are required by any applicable federal, state, and local law and regulations and provide Tenelco all information required by law or that otherwise necessary for Tenelco to use and manage application of the biosolids in a safe, consistent, and reliable manner. Such information may include test results that show on a dry ton basis, the level of trace metals and pathogens for which testing is required, the percent of solids by weight, and nitrogen content as expressed in terms of total Kjeldahl nitrogen (TKN), ammonium or ammonia and nitrates and nitrites, and a certification that the biosolids meet, at a minimum Class B standards and vector attraction reduction standards as set forth by DOE and USEPA.
- If for any reason the biosolids are tested and do not meet the minimum Class B standards and are deemed unsuitable for beneficial use and are loaded into a Tenelco trailer the Generator will be financially responsible for alternative methods of disposal.

**6. Tender of Biosolids.** The Generator will regularly tender all of its biosolids that, at the sole discretion of the Generator, are intended for land application as defined in WAC 173-308-080 to Tenelco. The Generator shall not be required to tender any biosolids that are not intended for land application. With respect to any biosolids tendered by the Generator to Tenelco, the Generator shall:

- Dewater the biosolids and properly and evenly load the biosolids into transport vehicles provided by Tenelco. The Generator shall use its best efforts to load the biosolids transport vehicles to maximum capacity. (See compensation section);
- Ensure that, at the time of tender, the tendered biosolids meet federal, state, and local standards that govern biosolids, as they currently exist or are hereafter amended;
- Generator will be responsible for any damages to Tenelco equipment during loading at their cost for repair.

**7. Tenelco Warranties.** Tenelco warrants and represents that it has sufficient facilities, equipment, and personnel, who are sufficiently trained, skilled, knowledgeable, and experienced to perform all functions that are reasonably necessary to lawfully and effectively transport biosolids, operate a beneficial use facility, and apply biosolids in a beneficial manner. Tenelco warrants that its equipment and facilities are and will be maintained in a safe condition, and that they are and will be fit for the particular purposes for which they are used or operated. Tenelco warrants that its personnel will work in a prudent and workmanlike manner. In addition, Tenelco warrants that it has a permit to operate a Beneficial Use Facility from the Washington State DOE, and that it shall maintain the permit in good standing. In the event Tenelco's permit is suspended or revoked for any reason without having other permitted options available for biosolids application, Tenelco shall notify the Generator within 48 hours of the time of suspension or revocation and the Generator shall have the option of terminating this Agreement immediately.

**8. Initial Term and Renewal Term.** The initial term of this Agreement shall commence on Sept 1, 2022, through August 31, 2023 or job completion. This Agreement shall automatically terminate, without lito the Generator for breach or default for the termination, and without any recourse, remedy, or compensation to Tenelco.

**9. Compensation for Services.** The Generator shall pay Tenelco \$95.33 per wet ton for each scale ton of biosolids tendered by the Generator to Tenelco that Tenelco receives, transports, and beneficially applies pursuant to the provisions of this contract. A 25-ton minimum will be charged for any load transported. In the event fuel prices exceed \$4.00 per gallon a fuel surcharge of the excess cost over \$4.00 per gallon will be charged. In any instance where the Generator loads a transport vehicle with biosolids more than its rated maximum weight capacity, then the Generator may remove any excess biosolids, or pay any penalties that arise from the excess loading.

**10. Billing.** Tenelco shall provide to the Generator, a billing statement that details the services provided hereunder, including the amount of the Generator's biosolids transported by Tenelco during the billing period, relevant load documentation, and any other information that the Generator may reasonably require. Tenelco shall retain records of billing, costs, and other charges pertaining to the Generators account under this agreement for inspection by representatives of the Generator for a period of three (3) years after final payment. Copies of said records shall be made available upon request.

**11. Payment.** The Generator shall pay Tenelco the above identified compensation within 30 days after Tenelco provides an invoice for such services to the Generator. Any payment not made when due shall accrue interest at the rate of one (1%) percent per month or the highest rate permitted by applicable law, whichever is less.

**12. Taxes.** Each party shall be responsible for the payment of all taxes of whatever nature and source; to the extent that each party is responsible of any such taxes pursuant to law.

**13. Notices.** All notices required under this contract shall be personally delivered or mailed by certified or registered mail, postage prepaid to the following address or to such other address as either party shall specify in written notice so given:

Tenelco Inc.:

Tenelco Inc.  
Rick Eldredge President  
2824 Old Hartford Rd Unit A  
Lake Stevens, WA 98258  
425-397-7770  
[teri@tenelco.net](mailto:teri@tenelco.net)

Generator:

City of McCleary  
100 S. Third Street  
McCleary, WA 98557  
360-495-3217  
[kevin@cityofmcclary.com](mailto:kevin@cityofmcclary.com)



**14. Safety.** Tenelco shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA) or the Industrial Commission of the State of Washington, whichever is more restrictive. The Generator assumes no duty to insure that Tenelco follows the safety rules and regulations.

**15. Regulations, Orders and Conditions.** Tenelco shall comply with all applicable state, federal, or local laws, regulations, rules, or any other sources of authority, including, but not limited to, court orders, administrative rulings, the regulations in WAC 173-308 and 40 CFR Part 503, the conditions of any applicable beneficial use permit, and so forth.

**16. Insurance.** Throughout the term of this agreement, Tenelco shall obtain and maintain sufficient levels of liability insurance for bodily injury, death and property damage, and any other insurance that is reasonably necessary to effectuate the purpose of this contract.

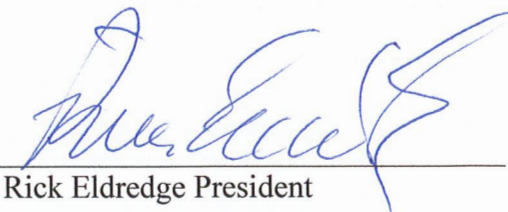
**17. Assignment.** Neither party shall voluntarily assign or otherwise transfer any of its rights, interests, or obligations in, to or under this contract without the prior written consent of the other party.

**18. Cumulative Rights.** The rights and remedies of each party set forth in any provision of this contract are in addition to and do not in any way limit any other rights or remedies afforded to such party by law.<sup>19</sup>

**19. Survival.** The obligations of the parties under the provisions of this contract that may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this contract shall survive the completion, termination, or cancellation of this agreement.

Tenelco Inc.

Dated 6-21-22

by:   
Rick Eldredge President

Dated \_\_\_\_\_

by: \_\_\_\_\_

**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

**ORDINANCE - 2**  
**8-8-22**  
**CJC**

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



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.