



McCleary City Council Agenda

01/08/20- 6:30PM

Flag Salute

Roll Call: ___ Pos. 1-Amsbury, ___ Pos. 2-Huff , ___ Pos. 3- Heller, ___ Pos. 4- Blankenship, ___ Pos. 5- Iversen

Presentation			First Homes Presentation
Executive Session			WCIA Claims - RCW 42.30.110(1)(ii)
			FOP MOU - RCW 42.30.140(a)
			Property Purchase - RCW 42.30.110(1)(b)
Public Hearing			
Mayor Comments			
Public Comment			
Minutes		Tab	A 12/11/2019
Approval of Vouchers			
Staff Reports		Tab	B Chris Coker
		Tab	C Staff Reports
Old Business			GHC PW Interlocal Agreement
New Business		Tab	D Park Improvements Discussion
		Tab	E 2020 Representative to the Council of Governments
		Tab	F 2020 City Council Meeting Schedule
		Tab	G WSDOT Local Agency Agreement #4
		Tab	H A2Z Janitorial Addendum
		Tab	I Blue Zones Community Assessment
Ordinances			
Resolutions			
Contracts		Tab	J FOP MOU
Mayor/Council Comments			
Public Comments			
Adjourn/Recess Meeting			

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

TAB - A

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, December 11, 2019

ROLL CALL AND FLAG SALUTE Councilmembers Richey, Huff, Heller, Blankenship and Iversen were in attendance.

ABSENT None.

PUBLIC HEARING None.

STAFF PRESENT Present at the meeting were Clerk-Treasurer Wendy Collins, Director of Public Works Todd Baun and City Attorney Chris Coker.

OATHS OF OFFICE Wendy Collins swore in Brenda Orffer to the position of Mayor, Jenna Amsbury to the position of Councilmember Position #1 and Brycen Huff to the position of Councilmember Position #2.

EXECUTIVE SESSION Mayor Orffer called for two Executive Sessions; one for 15 minutes per RCW 42.30.140 to discuss labor negotiations and the other for 20 minutes per RCW 42.30.110(1)(g) to discuss personnel qualifications. The first executive session began at 6:34 pm and ended at 6:49 pm. The second executive session began at 6:50 pm and at 7:10 pm, an extension of 10 minutes was added. The executive session ended at 7:20 pm.

MAYOR COMMENTS Mayor Orffer thanked Councilmember Dustin Richey for his service to the community. She thanked him for his time, energy and expertise. His service ends December 31st.

 Mayor Orffer attended the first Jingle Bear Trot in McCleary and stated about fifty people attended. She said it was a lot of fun and Councilmember Huff attended in full Grinch costume!

RESOLUTION 729 - HONORING **It was moved by Councilmember Huff, seconded by Councilmember Richey to adopt EDDIE BIERS Resolution 729 honoring Eddie Biers by dedicating the McCleary Park Kitchen in his name. Mayor Orffer read Resolution 729 A RESOLUTION HONORING EDDIE BIERS BY DEDICATING AN OUTDOOR KITCHEN IN HIS NAME. Motion Carried 5-0.**

 Mr. Biers had family members in the audience and one of his daughters thanked the Mayor and Council for honoring him. Wendy Collins requested their addresses so she could mail copies of the Resolution to them.

CITY ATTORNEY REPORT Chris Coker provided a written report for the Council. Councilmember Blankenship asked Chris who sets up meetings for the residential treatment facility and Chris replied it would probably be Todd or Chief Blumer. Councilmember Blankenship said the reason he is asking is because we have been getting a lot of calls for response to the facility. Councilmember Iversen asked how many calls have been made and he responded there have been 17 calls to the treatment facility since September. He said there are a lot of other issues up there too, such as they are not appropriately staffed and they are not trained to help with de-escalating their patients. Chief Blumer said the police have to respond because they are not adequately equipped to do the job. Mayor Orffer asked Todd to get a meeting set up to discuss the concerns.

DIRECTOR OF PUBLIC WORKS Todd announced the new truck for public works we ordered back in February has been REPORT delivered and is sitting out front for the Council to see. Councilmember Blankenship asked what happened to the funds that were set aside for window replacement, which was supposed to be done this year. Todd replied that the job was supposed to be done this year but we have been unsuccessful in receiving bids so the money goes back in the general fund. Councilmember Blankenship asked if that is what happens with the police department window funds too. Todd said he will be working with Chief Blumer this week to get the windows ordered and will be getting necessary supplies to complete the job. Councilmember Blankenship asked for clarification; if you start making repairs before the end of the year then that money would not go back into the general fund and will continue until the job is done? Todd said the funds will come out of 2019 budget up to a certain point before it starts coming out of the 2020 budget, which is why we want to purchase all the supplies now out of the 2019 funds. We also budgeted an additional \$10,000 to cover any additional expenses if we run into unforeseen costs. Todd wants to wait until spring so the weather is better for this type of job.

Councilmember Blankenship asked what happened with the Draught properties and Chris stated she is in compliance, according to Josh and Todd. Todd said the properties are not great but they meet the minimum requirements. Chris explained that Ms. Draught must again, be in compliance by August 1st.

Councilmember Huff asked what is the status of the anti vandalism items at the bus station. Todd said the electronic sensors for the auto flushers are being replaced along with trying to address the heating issue. Councilmember Huff asked why we don't just keep them locked so only the bus drivers can access the bathrooms and Todd said it's not just our facility, it's also the Grays Harbor Transits facility and they have requested the restrooms remain open. We have asked the police department to close them in the past but they are not always available. Mayor Orffer asked if we could get automatic locks and Todd said he has been looking at them but we have not had the money to purchase the locks. Mayor Orffer asked how much are programmable locks and Todd responded they are between \$900 and \$1,500 and Mayor Orffer replied that is not a lot of money and she would like to move forward on this.

Councilmember Huff asked who maintains the Lindsey Baum park area and Todd said the city does but he is sure we will get volunteers to help with additional grounds keeping for that area.

POLICE CHIEF REPORT Chief Blumer provided a written report for the Council.

PUBLIC COMMENTS None.

MINUTES APPROVED **It was moved by Councilmember Blankenship, seconded by Councilmember Huff to adopt the minutes from the November 13, 2019 meeting. Motion Carried 5-0.**

VOUCHERS Accounts Payable checks approved were 46893 - 46961, including EFT's, in the amount of \$213,477.03 and 46962 - 47041 in the amount of \$45,623.64.

Payroll checks approved were 46894 - 47008 including EFT's, in the amount of \$213,432.77.

Bank reconciliation for November 2019.

It was moved by Councilmember Iversen, seconded by Councilmember Heller to approve the vouchers. Motion Carried 5-0.

INTERLOCAL AGREEMENT
WITH GH COUNTY FOR
EQUIPMENT AND STAFF

Tabled.

DUCTLESS HEAT PUMP
MAINTENANCE AGREEMENT

It was moved by Councilmember Blankenship, seconded by Councilmember Huff to authorize the Mayor to sign the ductless heat pump maintenance agreement for \$3,133.44 to service 14 heat pumps with Bradley Air Company. Motion Carried 5-0.

IBEW CONTRACT

Councilmember Blankenship asked if there was a copy of the contract for the Council and Mayor Orffer said it was not a public document and was discussed in the executive session. **It was moved by Councilmember Iversen, seconded by Councilmember Huff to authorize the Mayor to sign the IBEW Union Contract. Motion Carried 5-0.**

ORDINANCE 854 - 2020 FINAL
BUDGET ADOPTION

Councilmember Blankenship would like to make a motion and make a change based on what was discussed in the executive session. He would like to see the salary of the individual to remain the same with the same 2 1/2% increase for the COLA. Mayor Orffer asked him if it was for the Clerk-Treasurer and he said yes, versus the 13% that was proposed. The motion dies on the floor for lack of a second motion.

Councilmember Iversen motioned to adopt Ordinance 854 as presented to the Council. The motion dies on the floor for lack of a second motion.

Councilmember Richey motioned to adopt the budget and amend it by adding a 7% pay raise for our Clerk-Treasurer, seconded by Councilmember Huff. **ORDINANCE 854 ADOPTING A BUDGET FUNDING THE OPERATIONS OF THE CITY OF MCCLEARY FOR THE CALNEDAR YEAR 2020.** Councilmember Heller asked what that number would be. Chris Coker said according to his math it would be approximately \$477.82 per month. Chris asked for clarification if the 7% is after the COLA or before and Councilmember Richey said it is for 7% total. Roll call made in the affirmative with Councilmember Blankenship voting against. **Ordinance Adopted 4-1.**

RESOLUTION 730

Councilmember Blankenship asked how we bill for facilities like the Beehive, is it by how many beds there are and Todd responded he is not sure how they bill. He knows they have a separate rate but he is not sure how its calculated. Councilmember Blankenship asked Todd if he could get a copy of how this is billed and Todd said he will send a copy out to all of the Council. **It was moved by Councilmember Heller, seconded by Councilmember Iversen to adopt Resolution 730 A RESOLUTION RELATING TO EMERGENCY MEDICAL SERVICE, ESTABLISHING AN EMERGENCY MEDICAL SERVICES UTILITY FEE PURSUANT TO AUTHORITY GRANTED IN RCW 35.21.766; REPEALING RESOLUTION 644; AND PROVIDEING AN EFFECTIVE DATE. Resolution Adopted 5-0.**

CANCEL DECEMBER 25TH
MEETING

It was moved by Councilmember Iversen, seconded by Councilmember Huff to cancel the December 25, 2019 meeting.

PUBLIC COMMENT

Councilmember Richey thanked everyone, especially Brycen Huff for bringing back community involvement. He's very impressed with that. He thanked him too for stepping up as Mayor Pro Tem.

MEETING ADJOURNED

It was moved by Councilmember Huff, seconded by Councilmember Blankenship to adjourn the meeting at 7:59 pm. The next meeting will be Wednesday, January 8, 2020 at 6:30 pm. Motion Carried 5-0.

Approved by Mayor Brenda Orffer and Clerk-Treasurer Wendy Collins.

TAB - B

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Discussion item only.

TAB - C

Building and Planning Staff Report

To: Mayor and City Council
 From: Josh Cooper
 Date: December 31, 2019
 Re: Building and Planning Department Activity.

New Permit Activities for December 2019

198 N Summit RD	Sign Permit (Dollar General)	Total Fee - \$245.58
198 N Summit RD	Excavation Permit (Dollar General)	Total Fee - \$136.00
Building Department Related Revenues	Total fees charged from December	Total fees collected from December
	\$5,358.00	\$5,358.00

Permit Activity Totals

New Homes Permitted for 2019 28	All Permits Issued for 2019 269	Total Fees Charged for 2019 \$378,456.40
New Homes Permitted for 2018 17	All Permits Issued for 2018 57	Total Fees Charged for 2018 \$212,089.41
New Homes Permitted for 2017 11	All Permits Issued for 2017 104	Total Fees Charged for 2017 \$124,686.92
New Homes Permitted for 2016 24	All Permits Issued for 2016 170	Total Fees Charged for 2016 \$249,258.60

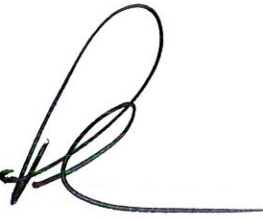
Nuisances of December:

- **119 West Maple (8.16) - Complied**
- **423 West Pine (8.16) - Complied**
- **509 West Simpson (8.16) – Active**
- **221 South Main (8.16) - Active**
- **302 East Beck (8.16)**

Building and Planning Staff Report

STAFF REPORT

To: Mayor Orffer
From: Paul Nott, Light & Power
Date: December 30, 2019
Re: 2019 Year End Report



	Monthly Statistics;	YTD Totals;
New Services;	23	38
System Outages;	12	27
Pole Replacements;	16	31
Maintenance Work Orders;	20	50
Billable Work Orders;	24	38

2019 Accomplishments:

Third Street underground infrastructure.
Cut over West Simpson to 7th.
Record year for new services.
Re-build end of Larson Rd.

2019 consisted of a lot of larger projects for the power crew with a majority of them being primary line extensions for private customers. We managed to complete a fairly large section of the cut over and get all of the underground infrastructure installed for the Third Street project. It was also a record year for new services.

Our goals for 2020 are to complete the Third Street project, replace some failing underground cable in the McConkey area and continue on the cut over project as time allows.

One point that I would like to address is that we had to have an emergency outage prior to Thanksgiving. We had a fault indicator at the LTC at the substation. When the indicator shows a fault it will lock out the LTC not allowing it to operate normally which in turn does not allow the transformer to adjust for different load conditions. We were advised that although we could try to do the re-set under load and the odds were that everything would be just fine, there was a 10% chance that the LTC could explode creating a catastrophic event for the substation and also due to the location of the re-set control would put the individual operating the control in harm's way. We opted to do the re-set in the safest manner possible which required a brief outage at mid night on November 26th. The reason that I mention all of this is that it was brought to my attention that we had some not very happy customers on social media and that numerous rumors and comments were shared through this avenue. At this time I just want to reiterate that McCleary Light and Power works extremely hard to provide continued non interrupted electrical service to its customers and only under extreme circumstances will we ever take actions like what occurred the night of the 26th. If anyone ever has any questions or concerns that they would like to have answers for, please feel free to contact us and we will be more than happy to give them the actual facts.

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, upon the dates stated below, by and between the following public agencies of the state of Washington: the cities of McCLEARY and GRAYS HARBOR COUNTY.

RECITALS

1. The parties to this agreement are municipal corporations authorized to enter into interlocal agreements under Chapter 39.34 RCW.
2. Each of the parties, from time to time, may find it practical and economical to borrow on a temporary basis, equipment, vehicles and other items of personal property, including in some cases personnel to operate loaned equipment or provide services and/or certain expertise, from another Party for use on various public agency projects.
3. The parties wish to enter into a continuing agreement under which any party may obtain services from another under the provisions of addenda subsequently agreed to by action of the respective parties.

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

AGREEMENT

- 1. LOAN OF EQUIPMENT, VEHICLE OR OTHER PERSONAL PROPERTY, AND STAFF.** The Parties agree that in the event that one Party has need for services, whether through the provision of equipment, vehicles, personal property, or staff which another Party has available, upon request the Party having such capability may provide such assistance under such fiscal and timing terms and conditions as may be agreed to by the Parties in writing. In the event of such provision, the terms and conditions Sections 2 through 13, inclusive, of this Interlocal Agreement shall be deemed to govern and apply to such provision to the extent that they are not inconsistent with any term or condition of the writing referenced in the prior sentence.
- 2. INSURANCE.** Each Party shall be responsible for maintaining, during the term of this Agreement and at their respective sole cost and expense, the types of insurance coverage and in the amounts described below. Upon request, either Party shall furnish evidence, satisfactory to the other Party, of all such policies. During the term hereof, each Party shall take out and maintain in full force and effect the following insurance policies:
 - A.** Comprehensive public liability insurance, including automobile and property damage, insuring against loss or liability for damages for personal injury, death, or property damage arising out of or in connection with the performance by the respective Parties of its obligations hereunder, with minimum liability limits of \$1,000,000.00 for each occurrence, and

\$2,000,000.00 general aggregate limit for personal injury, death, or property damage in any one occurrence.

B. Such workmen's compensation and other similar insurance as may be required by law.

3. INDEMNIFICATION

A. Each Party shall indemnify and hold the other Party and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other Party arising out of, in connection with, or incident to the execution of this Agreement and/or the other Party's performance or failure to perform any aspect of this Agreement; PROVIDED, HOWEVER, that if such claims are caused by or result from the concurrent negligence of the other Party, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the respective Parties: PROVIDED FURTHER, that nothing herein shall require either Party to hold harmless or defend the other Party, its agents, employees and/or officers from any claims arising from the sole negligence of the other Party, its agents, employees, and/or officers. No liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

B. Nothing herein shall require or be interpreted to require waiver of any defense arising out of Title 51 RCW. Borrowed personnel shall remain employees of the loaning Party for all purposes, including Title 51 RCW. Whenever any loaned employee is injured while acting pursuant to this agreement, even though such injury may have occurred while the loaned employee was under the direction of staff of the Party borrowing the property and personnel, the loaned employee or his/her dependents shall receive from his or her employer the same benefits the loaned employee would have received acting under the immediate direction of the loaning employer and within the loaning employer's jurisdiction.

4. WAIVER OF SUBROGATION. The Parties hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by perils which are insured against under insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of the Parties or releasing a party from any liability arising under the provisions of Section 3.

5. COMPLIANCE WITH REGULATIONS AND LAWS. The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. These shall include, but are not limited to, any laws, rules, or regulations relating to the performance of the work to be carried out under the initial understanding or any addendum subsequently entered into, whether issued by the State Department of Labor & Industries or any other federal or state entity.

6. RETURN OF EQUIPMENT, VEHICLE, OR OTHER PERSONAL PROPERTY.

Each Party which is loaned an item of equipment, a vehicle or other item of personal property shall be responsible for proper storage, operation and maintenance of the item while it is in that Party's use and possession, and shall return the item to the other Party in the same condition as received less normal wear and tear. A Party that borrows personnel to operate the loaned property ("Borrowed Operator") shall not be responsible for damages to the equipment solely caused by the negligence of the Borrowed Operator.

7. NO WARRANTIES – "AS IS" CONDITION. Each Party hereby acknowledges that the other Party does not guarantee the condition of any item of equipment, vehicle, or other item of personal property which is loaned in any fashion and that no warranty of any kind has been or is being made by the other Party as regards a loaned item. The Party that loans the item does not certify or warrant that the loaned item is safe or fit for any particular purpose or use, and the other Party relies wholly upon its own observations and inspection of the vehicle, equipment or other item of personal property in determining the appropriateness of the item for its uses and as to its safe or unsafe condition. The Party which borrows the equipment, vehicle or other item of personal property recognizes and acknowledges that the item is being loaned in an "as is condition", without warranty as to its fitness or safety and that any verbal representations to the contrary are repudiated hereby in this document. The Party which borrows the equipment, vehicle or other item of personal property, without a Borrowed Operator, shall be responsible to ensure that any operator is properly licensed and trained for the operation of the equipment, vehicle or other item of personal property.

8. TERMINATION.

A. Each Party shall have the right to terminate the utilization of any equipment, vehicle, or item of personal property which has been loaned to the other Party and to take immediate possession thereof, with or without advance notice, should circumstances arise which create an immediate need to use the item in the operations of the Party which made the loan.

B. The duration of this Agreement shall be indefinite and shall be subject to termination upon thirty days' written notice given to the other Parties.

9. ASSIGNMENT. No Party shall assign this Agreement or any interest, obligation, right or duty therein without the express written consent of the other Parties.

10. LEGAL FEES & COSTS. If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the non-prevailing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including

such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

11. NOTICES. All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

City of McCleary:

Todd Baun
Public Works Director
100 South 3rd Street
McCleary, WA 98557
(360) 495-3667

County of Grays Harbor:

County Clerk
102 West Broadway, #203
Montesano, WA 98563
(360) 249-3842

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the business day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

12. NONDISCRIMINATION. Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental, or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

13. GENERAL PROVISIONS.

A. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

B. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.

C. The oversight and administration of the Agreement shall be by the respective named representatives identified upon Exhibit #1 hereto, or their designees, or by such successor as may be designated in writing by the Mayor of the respective City.

D. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

E. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of

any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time any Party shall have the right to terminate its participation in the Agreement.

F. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

G. Copies of this Agreement shall be filed with the Grays Harbor County Auditor's Office, the Secretary of State of the state of Washington, and the respective city clerks of the parties: PROVIDED THAT, to the extent allowed by law, as an alternative, the Agreement may be listed by subject on the either Party's web site or other electronically retrievable public source.

EXECUTED IN MULTIPLE COPIES UPON THE DATES STATED BELOW:

(this space left intentionally blank)

CITY OF McCLEARY

Dated: _____

By _____
_____, Mayor

ATTEST:

By _____
_____, Clerk-Treasurer

COUNTY OF GRAYS HARBOR

Dated: _____

By _____
_____, County Clerk

ATTEST:

By _____
_____, County Clerk

TAB - D

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Discussion item only.

TAB - E

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Discussion item only.

TAB - F

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Discussion item only.

TAB - G

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on
 All provisions in the basic agreement remain in effect except as modified by this supplement.
 The change to the agreement are as follows:

Project Description

Name _____ Length _____
 Termini _____
Description of Work No Change

Reason for Supplement

Are you claiming indirect cost rate? Yes No Project Agreement End Date

Does this change require additional Right of Way or Easements? Yes No Advertisement Date:

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE					
% a. Agency					
b. Other					
Federal Aid Participation Ratio for PE					
c. Other					
d. State					
e. Total PE Cost Estimate (a+b+c+d)					
Right of Way					
% f. Agency					
g. Other					
Federal Aid Participation Ratio for RW					
h. Other					
i. State					
j. Total R/W Cost Estimate (f+g+h+i)					
Construction					
% k. Contract					
l. Other					
Federal Aid Participation Ratio for CN					
m. Other					
n. Other					
o. Agency					
p. State					
q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)					

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title

By
Director, Local Program
Date Executed

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

TAB - H

City of McCleary 2020 Addendum

EXHIBIT A JANITORIAL SERVICES – BID SHEET

Name of Company A2Z Cleaning Professionals	Street Address 50 Arnold Ln Elma, WA 98541	Mailing Address PO Box 1948, Elma, WA 98541
<ul style="list-style-type: none"> • Randy Arnold CEO <ul style="list-style-type: none"> ○ Cell: (360) 550-0167 ○ Email: a2z.rarnold@gmail.com ○ Contact Time: 8:00am to 9:00pm 	<ul style="list-style-type: none"> • Josh Mowers, Director of Operations <ul style="list-style-type: none"> ○ Administer of Contract ○ Cell: (360) 470-8791 ○ Email: a2z.jmowers@gmail.com ○ Contact Time: 8:00am to 9:00pm 	<ul style="list-style-type: none"> • Kim Kearney CFO <ul style="list-style-type: none"> ○ Cell: (206) 919-2284 ○ Email: a2z.kkearney@gmail.com ○ Contact Time: Monday - Thursday 8:00am to 12:00pm
Insurance Carrier and Policy # Sunset Insurance Agency Liberty Mutual, Ohio Security Insurance Company #BKS (20) 58 660 44 08	Bonding Company and Policy # Sunset Insurance Agency Lexon Insurance Company #SCP3960	

COST FOR SERVICES (PER MONTH):

	2019 Pricing		2020 Pricing
Library Building	\$118	4.34 hrs./month	\$123.00
City Hall Building	\$177	6.5 hrs./month	\$185.00
Public Works Office Building	\$59	2.15 hrs./month	\$61.00
Public Works Break Room	\$30	1.1 hrs./month	\$32.00
Light and Power Office	\$30	1.1 hrs./month	\$32.00
Police Department	\$59	2.15 hrs./month	\$61.00
Community Center	\$118	4.32 hrs./month	\$123.00
Fire Department Office	\$59	2.16 hrs./month	\$62.00
Treatment Plant Office	\$59	2.16 hrs./month	\$62.00
TOTAL COST PER MONTH	\$709	26.01 hrs./month	\$741.00

Successful Bidder will perform hard surface floor treatment (Strip wax, seal and apply wax to all linoleum and tiled floor), Wash mini blinds, and wash windows (inside and outside) on the following buildings. The number of times per year will be dependent on the cost per occurrence.

COST FOR SERVICES (PER OCCURRENCE):

	2019 Wash windows inside and outside	2020	2019 Wash mini blinds	2020
Library Building	1.11 hrs. \$39	\$40.95	1.28 hrs. \$45	\$47.25
City Hall Building	7 hrs. \$248	\$255.50	2.57 hrs. \$90	\$94.00
Community Center	1.57 hrs. \$55	\$57.75	1.29 hrs. \$45	\$47.25
Treatment Plant Office	0.8 hrs. \$28	\$29.50	1.29 hrs. \$45	\$47.25
Total Cost per Occurrence	1.57 hrs. \$370	\$386.00	6.43 hrs. \$225	\$235.00

	2019 Strip and Wax	2020	2019 Carpet Cleaning	2020
Library Building	\$0	\$0	5.06 hrs. \$228	\$236.75
City Hall Building	10.55 hrs. \$422	\$438.00	7.56 hrs. \$340	\$353.25
Community Center	17.02 hrs. \$681	\$710.75	\$0	\$0
Treatment Plant Office	10.43 hrs. \$417	\$435.25	\$0	\$0
Total Cost per Occurrence	38 hrs. \$1520	\$1586.50	12.62 hrs. \$568	\$590.00

***City Hall carpet cleaning does not include Police Department in current bid.

Addendum suggestions per A2Z Cleaning Professionals:

2019 Cost for unscheduled cleaning: \$27.25 per hour

2020 Cost for unscheduled cleaning: \$29.00 per hour

State mandated wage and benefit increases initiated on January 1 of each year.

COMMENTS OR CLARIFICATIONS

Submitted By (print): <u>Randy Arnold</u>	
Signature:	_____
Title:	<u>President/CEO</u>
Date: 12/30/2019	

TAB - I

Grays Harbor getting Blue Zone Visit to look at improving the area's health (*from KXRO*)

Dec 17, 2019 @ 5:19pm



Montesano, WA – Grays Harbor County will be evaluated for a new program that could improve the overall health of the area. At their Tuesday meeting, the Grays Harbor County Commissioners passed an agreement with Sharecare Inc. for a Blue Zone Site Visit on a two to one vote.

According to Commissioner Vickie Raines, the cost of the visit is \$50,000 and the County's portion of that is \$25,000.

Commissioner Randy Ross said it is an investment for the future.

Commissioner Wes Cormier, who was the lone no vote, explained why during the meeting.

Summit Pacific Medical Center CEO Josh Martin thanked the commissioners for their approval of the Blue Zone Agreement at the end of the meeting and acknowledged that this is the first step.

According to the Commissioner's Agenda Packet, the project deliverables include; Preparation of marketing and promotional materials, provide directions for stakeholders list, deliver BZP community transformation presentation and value of BZP presentation, conduct evening BZP networking event, facilitate focus groups and stakeholders' meetings.

For more information on the study that Commissioner Cormier alluded to visit:

<https://www.biorxiv.org/content/10.1101/704080v1.full>

For more information on Blue Zones visit this link: <https://www.bluezones.com/#section-1>

If any council member would like to actively participate in this effort, please let the Mayor know. There are opportunities to be part of this effort and planning for East Grays Harbor.

TAB - J

June 13, 2019

City of McCleary Utility Department
100 South 3rd Street
McCleary, WA 98557

Re: Proposal for TOGA® for Transformer Insulating Fluid Analysis

Attention: Paul Nott

In response to your request for proposal, we are pleased to provide the attached scope of work and cost estimate for HSB TOGA® services for fluid analysis. We recommend an annual routine testing for most transformers with an estimated cost for one routine sample at \$159 (DGA, Screen and dissolved moisture) plus an estimated \$15 for shipping cost. The cost of a routine lube oil analysis is \$95. Emergency generators can be neglected but cause major problems by not functioning during emergencies. The typical turn-around time for TOGA® Reports is 4 to 10 working days once the sample arrives in the laboratory. The price schedules for our fluid analysis program as well as our consulting fee rate are in the attached Scope of Work.

We also have a HSB Thermography Services that would benefit your predictive maintenance program. Please let me know if we can contact you to explain the program.

Thank you for the opportunity to present this proposal and Scope of Work. To accept our proposal, please sign and date the signature page of this document and return the signed copy to me via fax, e-mail or post. My contact information is provided below.

Sincerely,



Paul Boman – HSB TOGA® Program Director
Hartford Steam Boiler Inspection & Insurance Company
941 North School Street
Auburn, KS 66402 USA
paul_boman@hsb.com
785.256.7161 (work)



SCOPE OF WORK

Asset Management/Diagnostic Sample Analysis for Fluid-filled Equipment This service represents the sampling, analysis and reporting for an equipment fluid analysis program. The HSB TOGA® web-based program includes access to HSB's cognizant specialist to comment on sample results. Customer responsibilities include drawing the sample in accordance with the provided sampling procedure and the prompt return of the sample kits for processing and reuse. The purchase of several empty sample syringes can greatly reduce delays with rush sample analysis.

Cost/Fees:

See following tables.

Fluid Analyses - Transformers, Load Tap Changers and Circuit Breaker¹

Test	Procedure	Unit Cost (\$USD)
DGA	ASTM D-3612C	76.00
Screen Package	See Note 2 below	76.00
Moisture, Karl Fischer	ASTM D-1533B	7.00
Furfurals	IEC/TC10	170.00
Corrosive Sulfur	ASTM D1275 Modified ³	50.00
Corrosive Sulfur	CCD or IEC 62535, Modified ³	170.00
DBDS (dibenzyl disulfide)		90.00
Inhibitor Content		20.00
Polychlorinated Biphenyls (PCB) Content	ASTM D-4059	25.00

¹ TOGA® sample shipping/handling fee is an additional cost that may include a \$7 report handling charge per equipment sample depending on any additional laboratory services. The glass sample syringe replacement cost is \$US37.50.

² Screen Package includes Interfacial tension D-971, Acid number D974, Color number, D-1524, Dielectric Breakdown D-1816, Power Factor @25C D-924, and Specific Gravity D-129.

³ To identify all cases of corrosive sulfur both ASTM D1275 and IEC 62535/ CCD are recommended

Fluid Analyses - Lube Oil and Hydraulic Fluid Analysis¹

Test	Procedure	Unit Cost (\$USD)
Lube Oil / Hydraulic Fluid Routine Test Package	See Note 2 below	95.00
FT IR Spectroscopy	ASTM E-2412	10.00
Dissolved Moisture, Karl Fischer	ASTM D-6304	7.00
Direct Read Ferrography	ASTM D-7414	10.00
Linear Sweep Voltammetry	ASTM D-6971	115.00
Membrane Patch Colorimetry (MPC)	ASTM D-7843	100.00
Rotating Pressure Vessel Oxidation Test (RPVOT)	ASTM D-2272	400.00
Demulsification	ASTM D-1401	75.00
Rust	ASTM D-665	75.00

¹ TOGA® sample shipping/handling fee is an additional cost that may include a \$7 report handling charge per equipment sample depending on any additional laboratory services.

² Lube Oil / Hydraulic Fluid Routine Test Package includes Spectrographic Analysis.(ASTM D6595 RFS or ASTM D5185 ICP), Viscosity at 40C ASTM D445, Total Acid Number ASTM D664, Karl Fischer Moisture ASTM D1533B, Automatic Particle Count ISO11500 with ISO4406

Other Services Available Upon Request

Consultation Services:

Consultation services not directly associated with on-going TOGA® samples are available upon request.

Cost/Fees:

\$160/hour

NOTE: Prices/rates are subject to change and any price changes are available when an order is requested.

TERMS AND CONDITIONS

General

The following conditions constitute the terms upon which The Hartford Steam Boiler Inspection and Insurance Company (hereafter "Company") agrees to perform the services described in this proposal and any amendment hereto for City of McCleary, WA (hereafter "Customer"). The Terms and Conditions of this proposal shall prevail over any conflicting provisions contained in the Customer's purchase or other document.

Services

- (a) The services are limited to those described in this proposal, and any amendment thereto, and shall not be added to or extended unless the Company agrees to any such addition or extension, in writing, to perform services not so described herein, and the Customer pays, on request, any extra fee required by the Company for such additional services. Any addition to, or extension of, this proposal shall be subject to these Terms and Conditions.
- (b) The Customer shall issue to the Company a purchase order for services to be rendered under this proposal. The purchase order shall be subject and subordinate to the Terms and Conditions of this proposal.
- (c) In the event that any or all of the work of the Company's representative(s) is delayed by the failure of the Customer to properly prepare the equipment for inspection or to provide the necessary support services, idle time shall be charged at the Company's current rate.
- (d) Payment for services shall be received on or before the thirtieth (30th) day following receipt of the service invoice. The Customer will pay all charges associated with collection of any overdue accounts.

The Customer shall issue to the Company, for use in carrying out its inspection assignment hereunder, drawings, specifications, and inspection briefs, special instruments and such other material, as the Customer may deem necessary. Upon completion of the inspection assignment or when material and/or equipment furnished by the Customer are no longer required, all such material and/or equipment shall be returned to the Customer.

Indemnification

The Customer will indemnify, defend and save harmless the Company from and against any and all loss damage, injury, both to persons and property, liability and all claims or suits therefor by, or on behalf of any person, firm or corporation when such loss is alleged to have arisen from the Company's negligence or breach of warranty in connection with any inspection or technical review of documentation thereunder. This indemnification shall not apply however, when such loss results solely from the Company's negligence.

Liability

The Company shall not be liable directly or indirectly for any loss, damage or injury to property or persons resulting from any accident to or defect in any object; nor shall the Company be liable directly or indirectly for loss, damage or injury of any kind arising from or connected with any inspection

or technical review of documentation, whether or not such report or omission was at the request of the Customer; but the Company shall not be relieved under this paragraph of liability from damage or injury resulting from acts of negligence on the part of the Company's personnel where such acts are outside the scope of the actual service or where such acts, within the scope of the actual service, resulted solely from the conduct of the Company's negligence.

Assignment

Neither this proposal nor any right or obligation hereunder may be assigned or delegated by either party without the written consent of the other party, provided however, that Company may assign its rights or delegate its obligations hereunder to any entity with which Company may merge or consolidate or to which Company may transfer substantially all of its assets, liabilities or that portion of its business to which this proposal pertains without obtaining the consent of the Customer.

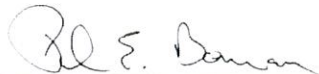
Governing Law

The contract for the specified services shall be construed and interpreted according to the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year set forth under the Customer's signature on the signature page of this document.

THE HARTFORD STEAM BOILER
INSPECTION AND INSURANCE
COMPANY

City of McCleary, WA

By: 
(Signature)

By: _____
(Signature)

Date: June 13, 2019

Date: _____

Name: Paul Boman

Name: _____

Title: HSB TOGA® Program Director

Title: _____

By: 
(Signature)

Date: June 14, 2019

Name: Ernest Freeman

Title: Vice President - Engineering

For future reference we provide the following information regarding the HSB TOGA® Program.



The primary purpose of our program is to identify oil-filled equipment problems with the goal of helping to prevent losses. From our own experience, using expert asset management our program has helped us reduce our transformer losses significantly when compared to the national average utility and manufacturing units. We have numerous years of experience with equipment and utility distribution systems and understand the priorities associated with your mission critical assets.

We use expert systems to isolate distressed equipment then contact you to make recommendations to reduce your level of risk. Trending data from consistently spaced samples is the most effective method of detecting potential failures within equipment. We are also able to provide asset management for your electrical distribution system that includes diagnostic services for transformers, transformer load tap changers and circuit breakers. Our oil-testing laboratories are on the cutting edge of new technology and diagnostic equipment analysis.

We have developed an internet web site <http://www.hsbtoga.com/> that allows you to access your proprietary test results and track equipment sample schedules. Our application has a secure portion that protects your information. The application also allows you to add additional people to your account to allow information to get where it is needed. You will assign viewing and editing privileges to these accounts that will allow nameplate and address changes. Using the TOGA® Program can automate sample ordering or provide a convenient way to order additional samples based on unanticipated plant events. Finally, our internet site includes an E-mail function to make it easy for you to reach us as well as manuals that show the functionality of the HSB TOGA® Program.

