



City of Raymond

WASHINGTON

CITY COUNCIL AGENDA

Meeting: Monday, April 17th, 2023, at 6:00 PM
Location: City Hall Council Chambers
ZOOM LINK: <https://us02web.zoom.us/j/5780540411>

Meeting ID: 578 054 0411
One tap mobile 1-253-215-8782, 2590939124# US (Tacoma)

*If you would like to be added to our "Speakers List" your request must be received by 4:00 pm on April 3rd, 2023. Your request must include the following: meeting date, your first and last name, city of residence, agenda item(s) that you would like to provide comment on, and the telephone number you will be calling from. Please email this information to clerk@cityofraymond.com. *Please note that the information you provide may be subject to disclosure pursuant to Washington State's Public Record Act, chapter 42.56 RCW.*

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL AND DETERMINATION OF A QUORUM**
4. **CITY COUNCIL POSITION #1 INTERVIEWS**
 - a. **Jovon Vaughn**
 - b. **Scott Coty**
5. **ADJOURN TO EXECIUTIVE SESSION TO DISCUSS CANDIDATE QUALIFICATIONS**
6. **VOTE BY BALLOT AND SWEARING IN OF NEW COUNCIL MEMBER**
7. **APPROVAL OF AGENDA, CONSENT AGENDA, AND THE MINUTES OF APRIL 3rd, 2023, REGULAR COUNCIL MEETING**
8. **CORRESPONDENCE**
 - a. **Business week letter**
 - b. **Letter of Support for Energy Northwest**
9. **ITEMS FROM THE PUBLIC**
10. **ORDINANCE #1921 AN ORDINDANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING SECTION 2.50.010 OF THE MUNICIPAL CODE RELATING TO LEGAL HOLIDAYS- *First Reading***
11. **ORDINANCE #1922 AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, ESTABLISHING PROCEDURES TO FILL VACANCIES WITHIN ELECTIVE OFFICES OF THE CITY- *First Reading***
12. **RAYMOND GENERAL SEWER PROPOSAL AND CONTRACT- *Action***
13. **PARAMEDIC TRAINING PROGRAM (DISCUSSION ONLY)**

Next Regular Scheduled Council Meeting

MONDAY, MAY 1st, 2023, at 6:00 PM

Notice – All proceedings of this meeting are sound recorded – Except Executive Sessions – The City of Raymond provides access and services to all members of the public. Please notify City Hall at least 48 hours prior to an event if reasonable accommodations are needed.



City of Raymond

WASHINGTON

14. ELKS NATIONAL YOUTH WEEK PROCLAMATION
15. DEPARTMENT HEAD REPORTS
 - a. Fire Chief Bill Didion
 - b. Police Chief Pat Matlock
 - c. Public Works Director Eric Weiberg
 - d. Clerk- Treasurer Kayla MacIntosh
16. MAYOR'S REPORT
17. PUBLIC COMMENT ON CURRENT AGENDA ITEMS
18. COUNCIL COMMENTS
19. FUTURE AGENDA TOPICS
20. ADJOURNMENT

Next Regular Scheduled Council Meeting

MONDAY, MAY 1st, 2023, at 6:00 PM

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APPLICATION FOR APPOINTMENT TO RAYMOND CITY COUNCIL POSITION #1

Applicant Information

(Please type or print)

Applicant Name Jovon Paul VAUGHN
Residence Address 1704 Park Ave, Raymond, WA 98577-1314
Home Phone 206-620-4448 Work Phone 360-515-7076
E-Mail jovon@profile-elite.com

Letter of Interest

Please attach a letter of interest answering the following supplemental questions below using no more than three (3) pages total:

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Raymond:

1. What does the city of Raymond mean to you?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Raymond community. Address its relevance to the position of Raymond City Councilmember.
5. What do you wish to accomplish during this appointed term as a Raymond City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else that you may wish to add that would help us get to know you a better?

Please return this completed application packet **no later than 9:00 am on Friday, March 31, 2023**. Applications received after 9:00 am will not be accepted.

The application materials should be addressed to:

Kayla MacIntosh, Clerk/Treasurer
230 Second Street
Raymond, WA 98577
clerk@cityofraymond.com

JOVON PAUL VAUGHN

1704 PARK AVE, RAYMOND, WA 206.620.4448, JOVON@PROFILE-ELITE.COM

March 30, 2023

Re: Letter of Interest Open Council Seat

Dear Kayla MacIntosh,

I am writing to express my interest in the open position on the City Council. As a resident, business owner, and civically engaged member of this community, I am deeply invested in the well-being of our city and its residents. Serving on the City Council would be an honor and a privilege, for which I have the experience, skills, and passion to make a meaningful contribution to our city's future.

Raymond means "Home" to me, but in the sense that as a resident I find ways through active service to join in the family of our community and help share in the continued work ahead. Raymond also means "Hope", because our downtown area is filled with space to welcome new businesses and services. As a business owner and through direct engagement with local business owners and community members, I have developed a strong understanding of the challenges and opportunities facing our community. I have also been heavily involved in various volunteer and community organizations, including locally as the Director of the Willapa Harbor Chamber of Commerce; Treasurer for Teen Advocacy Coalition, Support Lead for the Willapa Harbor Festival Committee; and volunteer with the Pacific Events District. At the statewide level I serve as the Chairperson of the Legal Foundation of Washington's Race and Equity Grant Advisory Panel which has added valuable experience in leadership, communication, and collaboration. My unique skill set is deeply connected to the work of a Raymond City Council member, and the tools by which I intend to carry out my duties should I be appointed.

I am committed to building a more vibrant, equitable, and sustainable community for all current and future residents. As a member of the City Council, I would work to promote economic growth and tourism to our city, increase public safety through active dialogue with our First Responder community, work to engage our youth's voice in our plans for future projects, and to actively seek out the feedback of our residents and businesses to find ways to better serve their needs. Ultimately, I only hope to serve Raymond by listening to our community and not "accomplish" a personal agenda, if appointed.

I understand that serving on the City Council requires a significant commitment of time and energy, and I am prepared to devote the necessary resources to this important responsibility. I would also bring a collaborative and inclusive approach to the position, seeking input and feedback from residents, community leaders, and fellow council members to make informed decisions that reflect the needs and values of our city.

Thank you for considering me for this important position. I look forward to the opportunity to discuss my qualifications and vision for our community in more detail.

Kindest Regards,



Jovon P. Vaughn

Founder, Profile Elite LLC

Director, Willapa Harbor Chamber of Commerce

Jovon P. Vaughn

206.620.4448

jovon@profile-elite.com

APPLICATION FOR APPOINTMENT TO RAYMOND CITY COUNCIL POSITION #1

Applicant Information

(Please type or print)

Applicant Name Scott Coty
Residence Address 1125 Jackson Avenue
Home Phone 360 942-3147 Work Phone _____
E-Mail Cotys513@yahoo.com

Letter of Interest

Please attach a letter of interest answering the following supplemental questions below using no more than three (3) pages total:

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Raymond:

1. What does the city of Raymond mean to you?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
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5. What do you wish to accomplish during this appointed term as a Raymond City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else that you may wish to add that would help us get to know you a better?

Please return this completed application packet ***no later than 9:00 am on Friday, March 31, 2023.***
Applications received after 9:00 am will not be accepted.

The application materials should be addressed to:

Kayla MacIntosh, Clerk/Treasurer
230 Second Street
Raymond, WA 98577
clerk@cityofraymond.com

RE: Letter of Interest For Council Position #1

To: Kayla MacIntosh, Clerk/Treasurer

The City of Raymond to me is more than just where I live. I am a third generation resident, raising the fourth of my family namesake here in Raymond. I have many childhood memories of the bustling little town as a child and teen. I met my wife here in Raymond. It was my decision to leave and serve our country in the Marine Corps. Throughout my twenty years of service there was always only one place to visit while on vacation; Raymond, WA. Towards the end my of service I learned there were two thought processes of Marines nearing retirement, (1.) The Marine having traveled the world and living on both coasts of the United States would retire and move their family to a location based off of a job opportunity. (2.) The Marine having the same experiences chooses to move home and find employment where he can. I was the latter because it meant more to my wife and I to raise our family in the same environment where we grew up. Call it a fondness, a calling or instinct; I believe I am exactly where I am supposed to be!

I would like to be humble and summarize the strengths I would bring to the council. I have worldly experiences, I have lived all over the U.S., held many titles, learned to work as a team and lead when necessary. My faithful service and the intangible characteristics instilled in me like Justice, Judgment, Dependability, Tact, Initiative, Endurance, Bearing, Unselfishness, Courage, Knowledge, Loyalty and Enthusiasm are what embody me. I will provide a common sense approach and experience to the Council and I won't shy away from expressing my opinion whether it's popular or not.

In the short-time that I have been a member of the Civil Service Commission I have contributed my time and input to help find and recommend the most qualified lat/move and new officer candidates to serve our community while also addressing recruiting and retention of our Fire/EMS Services. My involvement and willingness to serve our community will carry over as a Council member if appointed.

I would like to see more businesses enter the downtown district and along highway 101. As well as signage to attract tourists.

Some priorities in my view for the City of Raymond would be to promote growth in both housing and business ventures. The median household wage does not support the current housing market. Most of our residents are dual income families out of necessity. I'm interested to know if there are any city codes or ordinances we could review and possibly update to ease the burden of building or buying a home. Another priority would be the city's infrastructure. We need to maintain what we currently have and continue to improve and update what we can. The times have

changed and society's needs have changed, so to improve what our city has to offer its citizens needs to evolve as well.

Fiscal responsibility should always be a priority. Working within a budget and continuing to provide attractive wages as well as the tools and equipment necessary to get the job done are always on my mind. I work within three different budgets as the Transportation Supervisor and Facilities Director at the Raymond School District. I have learned over the years to prioritize spending based on needs and being mindful that needs may change.

I see our city constantly making improvements with infrastructure and continuing to move forward in the right direction. I see our parks and athletic fields being used all summer. Potential other uses to attract tourists could be to offer our fields and parks for intramural sports leagues and outdoor concerts. Our area is a kayak paradise and boat owner's paradise. People being attracted to our area to visit and take part in our festivities may bring them back as community members where they can raise a family and enroll their children in our schools and call Raymond home, too.

I will listen, learn and communicate with the citizens of Raymond and communicate their interests to the council and help find an equitable solution to any issues that arise.

Thank you for the consideration for Raymond City Council.

Scott Coty (850) 982-1463 or by email at cotys513@yahoo.com.



RAYMOND CITY COUNCIL MEETING

APRIL 17TH, 2023

CONSENT AGENDA

APPROVAL OF CLAIMS

CLAIMS #71536 THROUGH #71538
CLAIMS #71545 THROUGH #71609

\$335,640.55

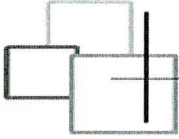
PAYROLL #71539 THROUGH #71544

\$149,312.19

(Direct Deposit included)

MARCH EFT/ DEBIT

\$18,215.71



A/P Check Register

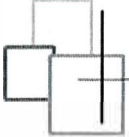
Fiscal: : 2023
 Period: : 2023 - April 2023
 Council Date: : 2023 - April 2023 - 2nd Council

Number	Vendor Name	Account Description	Amount
71536	Board For Vol. Firefighters	Volunteer Benefits	\$180.00 VOLUNTEER FEES
71537	MARTHALLER, LUCAS	Training	\$370.00 POLICE PER DIEM FOR TRAINING
71538	WA ST Firefighters Spouse & Orphans Fund	Volunteer Benefits	\$104.00 VOLUNTEER FEES
71545	911 SUPPLY	Personnel Benefits	\$968.86 AMB/FIRE UNIFORMS
71546	ABERDEEN O. E.	Lease Rental - Landfill	\$22.23
		Office Supplies	\$48.81
		Operating Rentals & Leases	\$22.22
		Operating Rentals/Leases	\$44.45
		Operating Supplies	\$48.80
		Rentals & Leases	\$66.66
		Check Total:	\$253.17 CITY HALL COPIER/PW SUPPLIES
71547	BARNHART HOME CLEANING	Prof Services (Janitor)	\$1,650.00 LIBRARY JANITOR
71548	Bayview Redi-Mix, Inc.	Operating Supplies	\$735.20 STREETS SUPPLIES
71549	BEANS & ROCKS, LLC	Distribution Supplies	\$2,517.71
		Operating Supplies	\$49.06
		Check Total:	\$2,566.77 ALL DEPT GRAVEL
71550	Boggs, Arlie	Training	\$448.00 POLICE PER DIEM FOR TRAINING
71551	CENTER ELECTRIC, INC	Repair & Maintenance	\$3,027.11 WWTP REPAIRS
71552	CenturyLink	Communications	\$95.47 WWTP INTERNET
71553	CH2M Hill, Inc.	Miscellaneous-Tank Rehab Pending Loan Approval	\$22,593.40
		Repair & Maintenance(Inc. PW shop roof, office,carport and paving for Willapa Center alley)	\$92.32
		Check Total:	\$22,685.72 RESERVOIR FEES
71554	CINTAS FIRE 636525	Distribution Supplies	\$35.75
		Operating Supplies	\$107.23
		Check Total:	\$142.98 PW MEDICAL CABINET
71555	Coast Controls & Automation, Inc.	Instrumentation Services	\$4,929.37 WTP SERVICING
71556	Culligan	Operating Leases/Rentals	\$16.18
		Operating Rentals & Leases	\$16.18
		Operating Rentals/leases	\$64.67
		Rentals & Leases	\$48.65
		Check Total:	\$145.68 ALL DEPT WATER
71557	THOMPSON, ETHAN	Customer Deposits Refunded	\$67.68 CUSTOMER DEPOSIT REFUND
71558	HURLEY, MELISSA	Customer Deposits Refunded	\$221.49 CUSTOMER DEPOSIT REFUND
71559	Dilk Tire Service	Repair & Maintenance	\$21.62
		Repairs & Maintenance (Inc. PW Roof, office, carport)	\$16.22
		Check Total:	\$37.84 AMB/FIRE REPAIR
71560	Enviro-Clean Equip., Inc.	Distribution Supplies	\$197.65
		Operating Supplies	\$395.28
		Check Total:	\$592.93 ALL DEPT SUPPLIES

71561	EO MEDIA GROUP	Professional Services	\$285.89	NOTICES FOR FIRE EXAM/COUNCIL POSITION
71562	Ferrellgas	Fuel	\$1,843.80	
		Fuel Consumed	\$1,861.76	
		Check Total:	\$3,705.56	ALL DEPT PROPANE
71563	Flannery Publications, Inc.	Professional Services	\$231.00	NOTICES FOR COUNCIL POSITION
71564	G.H. EMS	Professional Services	\$22.00	CPR ECARDS
71565	H.D. Fowler Co.	Distribution Supplies	\$1,001.27	WTP SUPPLIES
71566	Harbor Saw & Supply	Distribution Supplies	\$85.04	
		Operating Supplies	\$170.07	
		Check Total:	\$255.11	ALL DEPT SUPPLIES
71567	Henry Schein, Inc.	Operating Supplies	\$1,130.75	AMB SUPPLIES
71568	Javelina Trading Company	Distribution Supplies	\$82.65	
		Operating Supplies	\$165.31	
		Check Total:	\$247.96	ALL DEPT SUPPLIES
71569	K & L Supply Inc.	Operating Supplies	\$5,550.87	WWTP SUPPLIES
71570	KARNATZ, JEFF	Operating Rentals (Movies)	\$25.57	
		Operating Supplies	\$100.00	
		Check Total:	\$125.57	THEATER SUPPLIES - REFUND
71571	L.N. Curtis & Sons	Small Tools & Equipment	\$883.44	FIRE SUPPLIES
71572	Lakeside Industries	Distribution Supplies	\$343.60	
		Operating Supplies	\$687.21	
		Check Total:	\$1,030.81	ALL DEPT - ASPHALT
71573	Lochner	TIB Grant	\$21,634.90	FOWLER STREET OVERLAY
71574	Maneman Electric	Carriage Repair/Maint	\$331.30	
		Repairs & Maintenance	\$142.26	
		Check Total:	\$473.56	CARRIAGE MUSEUM/TOURIST INFO REPAIRS
71575	Miele	Repair & Maintenance	\$2,092.08	WWTP REPAIRS
71576	Mllier's Smith & Losll	Repair & Maintenance(Inc. PW shop roof, office,carport and paving for Willapa Center alley)	\$1,356.41	WATER - GRATE
71577	NC Machinery Co	Repair & Maintenance	\$658.46	
		Repair & Maintenance (Inc. PW Shop Roof and PW Office/Carport + Annual Street Paving)	\$658.47	
		Repair & Maintenance (Inc. PW shop, Office, Carport and paving behind Willapa Center)	\$658.46	
		Repair & Maintenance(Inc. PW shop roof, office,carport and paving for Willapa Center alley)	\$658.47	
		Repairs & Maintenance (Inc. PW office/Carport Roof)	\$658.47	
		Check Total:	\$3,292.33	ALL DEPT-REPAIRS
71578	Newman, Jordan	Personnel Benefits	\$20.00	TRANSFER REFUND
71579	NOTARY PUBLIC PROGRAM - DEPT. OF LICENSING	Miscellaneous	\$40.00	CLERK - NOTARY FEE
71580	One Call Concepts, Inc.	Misc (Dues, Registratons etc)	\$5.28	
		Other Miscellaneous	\$5.28	
		Check Total:	\$10.56	WAT/SEW EXCAVATION NOTICES
71581	PETROCARD INC.	Fuel	\$2,777.24	
		Fuel Consumed	\$7,051.22	
		Check Total:	\$9,828.46	ALL DEPT FUEL
71582	PUD #2 of Pac. Co.	P.u.d. Utilities	\$2,392.73	
		Pool Utilities	\$48.95	
		Public Market Utilities	\$84.40	
		Public Utilities	\$252.22	
		Public Utility Service	\$682.46	

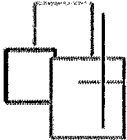
		Seaport Utilities	\$389.21	
		Utilities	\$12,595.36	
		Utility Services	\$1,342.23	
		Visitor Center Utilities	\$72.78	
		Check Total:	\$17,860.34	ALL CITY PUD
71583	Quill Corporation	Office Supplies	\$424.06	
		Operating Supplies	\$72.05	
		Supplies	\$224.14	
		Check Total:	\$720.25	ALL DEPT SUPPLIES
71584	Raymond City Treasurer	Customer Deposits Refunded	\$1,210.83	CUSTOMER DEPOSITS REFUNDED
71585	Ricoh USA, Inc	Lease/rental	\$123.41	
		Operating Rentals & Leases	\$123.41	
		Operating Rentals/leases	\$304.42	
		Rental Copier	\$123.41	
		Rentals & Leases	\$285.14	
		Check Total:	\$959.79	FIRE/POLICE/PW COPIERS
71586	Ricoh USA, Inc	Lease/rental	\$3.74	
		Operating Rentals & Leases	\$3.74	
		Operating Rentals/Leases	\$3.74	
		Rental Copier	\$3.74	
		Rentals & Leases	\$41.44	
		Check Total:	\$56.40	FIRE/PW COPIES
71587	Royal Heights Transfer	Biosolids Disposal	\$18,171.50	ALL CITY GARBAGE
71588	Schwesow, Brandon	Personnel Benefits	\$18.92	TRANSFER REFUND
71589	SOLENIS LLC	Operating Supplies	\$6,582.10	WWTP SUPPLIES
71590	South Bend Pharmacy	Communications	\$13.16	WTP UPS MAILING
71591	Steve's Front End Inc.	Repair & Maintenance	\$1,821.87	
		Repair & Maintenance (Inc. PW Shop Roof and PW Office/Carport + Annual Street Paving)	\$1,821.86	
		Repair & Maintenance(Inc. PW shop roof, office,carport and paving for Willapa Center alley)	\$1,821.86	
		Repairs & Maintenance (Inc. PW office/Carport Roof)	\$1,821.86	
		Check Total:	\$7,287.45	ALL DEPT REPAIRS
71592	SWANK MOTION PICTURES, INC.	Operating Rentals (Movies)	\$295.00	MOVIE RENTAL
71593	SWARTZ, GENA	Professional Services	\$200.00	POLICE DEPT CLEANING
71594	T BAILEY, INC.	Miscellaneous-Tank Rehab Pending Loan Approval	\$173,073.97	RESERVOIR FEES
71595	The Barge	Distribution Supplies	\$13.65	
		Operating Supplies	\$27.30	
		Check Total:	\$40.95	WATER BREAK - PM FOOD
71596	Triangle Pump & Equipment, Inc.	Operating Supplies	\$6,943.31	SEW PUMP SUPPLIES
71597	TROJAN TECHNOLOGIES	Operating Supplies	\$156.57	WWTP SUPPLIES
71598	ULINE	Supplies	\$228.89	PARKS CLEANING SUPPLIES
71599	USA Blue Book	Lab Supplies	\$123.67	WWTP LABS
71600	Velodyne	Operating Supplies	\$1,519.10	WWTP SUPPLIES
71601	Vision Municipal Solution	Professional Services	\$2,313.51	AMB CONTRACT FOR IT
71602	WA ST Department of Licensing	CPL - State Fee	\$18.00	CPL FEE
71603	WA ST Dept of Natural Resource	Small Tools & Equipment	\$440.93	FIRE SUPPLIES
71604	WA ST DEPT OF TRANSPORTATION	Fuel Consumed	\$3,486.16	ALL DEPT FUEL
71605	WA STATE DEPT. OF RETIREMENT SYSTEMS	Miscellaneous	\$25.00	OLD AGE/SURVIVOR'S INSURANCE
71606	Western Steel & Supply	Distribution Supplies	\$199.92	
		Operating Supplies	\$599.75	
		Check Total:	\$799.67	ALL DEPT SUPPLIES

71607	Wetterauer, Tyson	Operating Supplies	\$194.03	
		Training	\$27.51	
		Travel	\$13.76	
		Travel (meals)	\$13.75	
		Check Total:	\$249.05	
				ALL DEPT SUPPLY REIMBURSEMENT
71608	Willapa Printing	Professional Services	\$18.92	THEATER SUPPLIES
71609	Zoll Data Systems	Professional Services	\$386.31	AMB DATA SERVICE
	Grand Total		\$335,640.55	
	Total Accounts Payable for Checks #71536 Through #71609			



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>71539</u>	Boggs, Arlie H.	2023 - April 2023 - 1st Council		\$3,254.44
<u>71540</u>	Ristow, Micah D.	2023 - April 2023 - 1st Council		\$3,432.93
<u>71541</u>	I.A.F.F. (GNWFUCU)	2023 - April 2023 - 1st Council		\$899.64
<u>71542</u>	OREGON DEPT. OF JUSTICE	2023 - April 2023 - 1st Council		\$339.00
<u>71543</u>	WSCCCE	2023 - April 2023 - 1st Council		\$1,049.75
<u>71544</u>	WSCFF/DiMartino Associate	2023 - April 2023 - 1st Council		\$598.72
<u>AFLAC APRIL 1ST</u>	AFLAC Remittance Processing	2023 - April 2023 - 1st Council		\$1,208.15
<u>PAYROLL 2023</u>				
<u>April 1st Payroll 2023</u>	Payroll Vendor	2023 - April 2023 - 1st Council		\$79,846.36
<u>BPAS/VEBA APRIL 1ST</u>	BPAS VEBA	2023 - April 2023 - 1st Council		\$2,041.61
<u>PAYROLL 2023</u>				
<u>DEF COMP APRIL 1ST</u>	WA St Treasurer - Def Comp	2023 - April 2023 - 1st Council		\$3,990.46
<u>PAYROLL 2023</u>				
<u>NATIONWIDE APRIL 1ST</u>	Nationwide Retirement Solutions	2023 - April 2023 - 1st Council		\$300.00
<u>PAYROLL 2023</u>				
<u>NW ADMIN APRIL 1ST</u>	Northwest Administrators	2023 - April 2023 - 1st Council		\$52,296.00
<u>PAYROLL 2023</u>				
<u>VIMILY APRIL 1ST</u>	Vimily Benefit Solutions, Inc.	2023 - April 2023 - 1st Council		\$55.13
<u>PAYROLL 2023</u>				
				\$149,312.19



Register Activity

Fiscal: 2023
Period: 2023 - March 2023
Council Date: 2023 - March 2023 - Open Period

Reference	Date	Amount	Notes
Reference Number: DOR EXCISE MARCH WA ST Dept of Revenue 2023		\$11,392.00	
<u>DOR EXCISE TAX MARCH 2023</u>	3/13/2023	\$11,392.00	
Reference Number: INVOICE CLOUD FEES MARCH 2023	ICLOUD	\$285.90	
<u>INVOICE CLOUD FEES MARCH 2023</u>	3/7/2023	\$285.90	
Reference Number: MASTERCARD MARCH 2023	MASTERCARD C/O FIRST INTERSTATE BANK	\$3,999.79	
<u>MASTERCARD MARCH 2023</u>	4/3/2023	\$3,999.79	
Reference Number: POLICE CAR LAON #4 MARCH 2023	Bank of the Pacific	\$747.81	
<u>POLICE CAR LOAN #4 MARCH 2023</u>	3/10/2023	\$747.81	
Reference Number: POLICE CAR LOAN #2 MARCH 2023	Bank of the Pacific	\$865.54	
<u>POLICE CAR LOAN #2 MARCH 2023</u>	3/10/2023	\$865.54	
Reference Number: POLICE CAR LOAN #3 MARCH 2023	Bank of the Pacific	\$924.67	
<u>POLICE CAR LOAN #3 MARCH 2023</u>	3/19/2023	\$924.67	

\$18,215.71



City of Raymond

WASHINGTON

COUNCIL PROCEEDINGS

APRIL 3rd, 2023

CALL TO ORDER

The council meeting was called to order at 6:00 p.m. by Mayor Roberts. Roll was taken and the meeting was quorate.

Council Members present:

Karen Tully
Heidi Worlton
Chris Halpin
Tony Nordin (Zoom)
W. Ian Farrell
Steve Jones

Council Members Absent:

Position #1: Vacant

Department Heads Present:

Kayla MacIntosh, Clerk/Treasurer
Bill Didion, Fire Chief
Eric Weiberg, Public Works Director
Pat Matlock, Chief of Police

4. APPROVAL OF AGENDA, CONSENT AGENDA & MINUTES

Councilor Worlton moved to approve the agenda, consent agenda for tonight's meeting, as well as the minutes of March 20th, 2023, meeting. Motion carried. Motion passed unanimously.

APPROVAL OF CLAIMS

CLAIMS #71464 THROUGH #71535

\$140,171.87

**PAYROLL #71456 THROUGH #71463
(Direct Deposit included)**

\$227,477.11

5. CORRESPONDENCE:

Letter from citizen Les Blevins given to council.

6. ITEMS FROM THE PUBLIC

There were none.

7. CITY COUNCIL PACKET AND CADINDATE REVEIW

The new city council application packet with applicants was presented to the council for review. Mayor Roberts advised that additional applications would be accepted until April 14th if necessary.

8. ROYAL HEIGHTS TRANSFER STATION MOU 2023:

Councilor Jones moved to approve Mayor Roberts to sign the 2023 MOU. Motion carried. Motion passed unanimously.

9. DEPARTMENT HEAD REPORTS:

- Fire Chief, Bill Didion, provided the council with a staffing update as well as a tentative delivery date of May 2nd, 2023, for the new ambulance.
- Police Chief, Pat Matlock, provided an update regarding DTF funding and retirement party for Chuck Spoor.
- Public Works Director, Eric Weiberg, provided both a TIB and water tank rehab project update.
- Clerk/ Treasurer, Kayla MacIntosh, had nothing new to report.

13. MAYOR'S REPORT:

There was none.

14. PUBLIC COMMENT ON CURRENT AGENDA ITEMS

There were none.

15. COUNCIL COMMENTS:

- Councilor Farrell, Councilor Tully, and Councilor Halpin all discussed and thank the city for its participation in business week.
- Councilor Jones discussed SAL letter.

16. FUTURE AGENDA TOPICS:

Water Fluorination

17. ADJOURNMENT:

With no further business to discuss and no objections, the meeting was adjourned by Mayor Roberts at 6:26PM.

ATTEST:

Kayla MacIntosh, Clerk/ Treasurer

Dee Roberts, Mayor

Dear City of Raymond,

We are company 4 also known as quality care co. We are made up of students from Raymond, South Bend, and Williams Valley all in our Junior year of high school.

During our experience at WBW we learned to communicate with unfamiliar faces. We also learned the importance of teamwork. This impacted our futures, several of us learned to budget and work with money in the real world.

Being from all different schools, it was difficult to communicate with others we don't know. Throughout the week we all opened up and are now comfortable to communicate openly. We had the pleasure of listening to community members speak and give us insight and knowledge we can use in the future for jobs. We met a amazing PA who was very helpful and challenged us.

Without your sponsorship and support we would not have had the opportunity to make new friends, learn about business, and budgeting.

Sincerely,
[Signature]
Jordan D.
CWO S.
VVA Kenworthy

Raymond
[Signature]
Nya S.
Taylen S.
Taylen L.

Valley
Carson, W
Reese L

Week WBW



April 11, 2023

Tanya Dion
Project Developer
Energy Northwest
PO Box 968, MD-1035
Richland, WA 99354

RE: Letter of Support for Electrification of Highway US-101


Dear Mrs. Dion,

As the Mayor of the City of Raymond, I fully support the efforts of Energy Northwest to electrify Washington state coastal Highway 101. The installation of electric vehicle charging stations would not only provide access for the growing electric vehicle market in Washington state, but it would allow the urban EV owners to venture out into our rural communities and coastal Highway 101 to promote tourism and economic development along Washington State's Scenic Coast.

Washington state Highway 101 has been identified by the Washington State Department of Transportation as having no or insufficient charging, and as a high priority for installation of electric vehicle charging stations. With an increase of nearly 62% in plug-in electric vehicle registrations (including both battery electric and plug-in hybrid electric vehicles) in this state between January 2020 and January 2022, electrification of Highway 101 is crucial in supporting inter-state travel within Washington State. Current traffic estimates indicate that over five million tourists travel coastal Highway 101 annually.

I am writing to express support for the Energy Northwest and EVCS project along Highway 101. I agree with its objective which is to advocate for sustainable electric transportation infrastructure and to take action to promote public/private partnership for the development of electric vehicle charging stations, and to link eastern and western Washington to provide greater access to our region for electric vehicle drivers.

Respectfully,


Dee Roberts
Mayor

Dee Roberts

From: Dion, Tanya M. <tmdion@energy-northwest.com>
Sent: Monday, April 10, 2023 8:04 AM
To: Dee Roberts; laurieb@nwcarriagemuseum.org
Cc: Dion, Tanya M.; Rebich, Ross G.
Subject: Raymond EV Charging
Attachments: Hwy101_NEVI_Sites.jpg; Energy Northwest_ETS2022_Partnership.pdf

CAUTION: External Email

Hi Laurie and Dee,

I wanted to give you a heads up that we've decided to pursue grant funding for a Hwy 101 EV charging project.

We've firmed our projects to the point we can begin sharing details. Still lots of undecided details and moving parts, but we're definitely going to pursue multiple applications for EV chargers. We'll apply for WSDOT ZEVIP funding, but not for the peninsula as there's not currently enough funding available for a 101 project.

101 application will be the DOT CFI funding, see the link below if you're not already familiar with it. This will be with EVCS as our partner – we've successfully partnered with them on a previous grant.

Targeting at least 8 stations along 101 in WA, see attached map. The NEVI requirements are 4 DC fast chargers with a minimum output of 150kW on each charger.

EVCS also wants to add an additional 4-6 sites along 101 in OR and possibly 1-2 along 101 in northern CA. This will be a \$10-15M project and we're committed to working closely with you to find a solution that works.

EVCS will construct, own, and operate the stations.

Commerce and WSDOT have both offered their support for the project.

I'm copying my colleague, Ross Rebich, on this email. We're both working on this project and will be reaching out again soon. Would you each be willing to provide a letter of support for the project? You could just update the one you provided to me last fall (see attached)

Lots of work to do, but we feel this will be a very strong application! Let me know if you have any questions or concerns.

<https://www.fhwa.dot.gov/environment/cfi/>

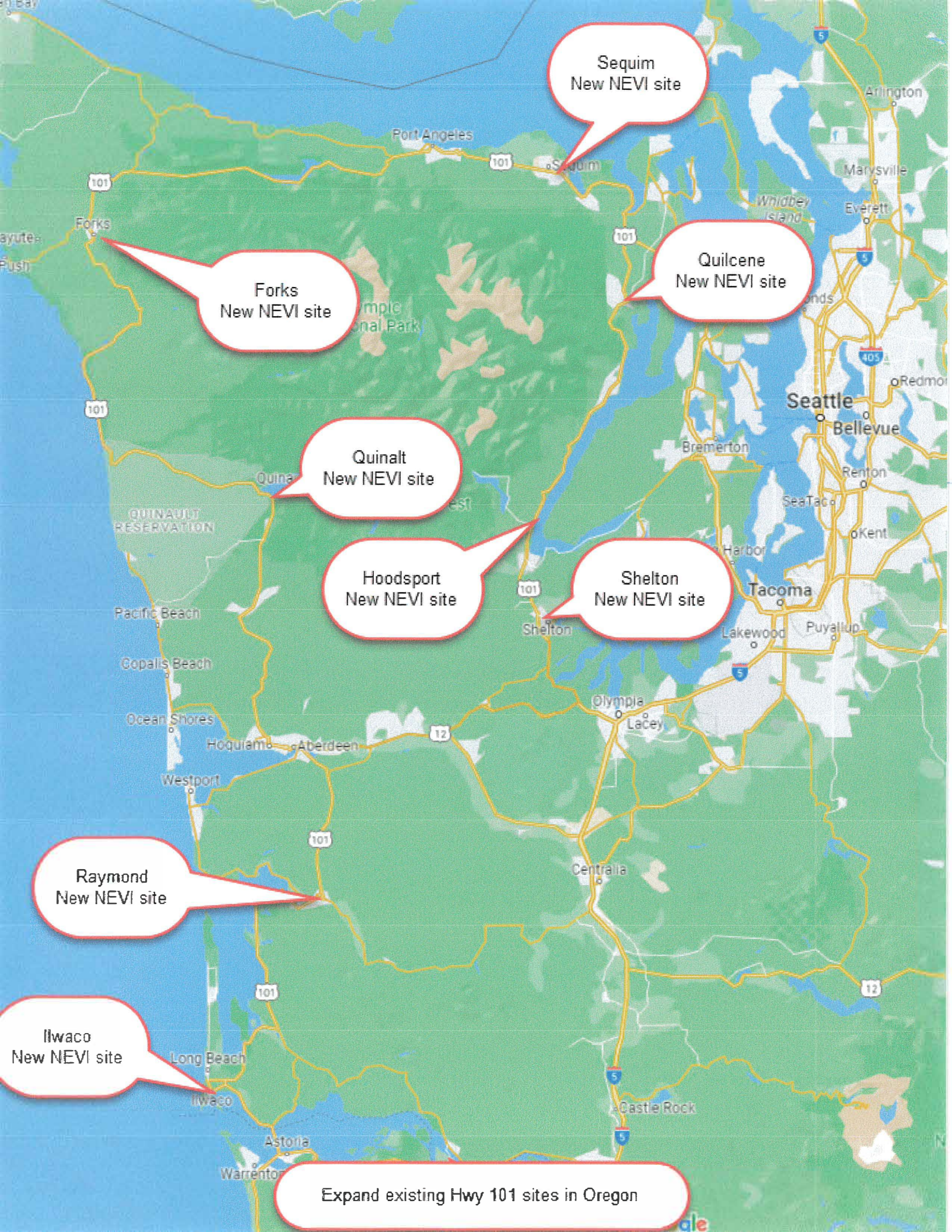
Thanks,

Tanya Dion | Project Developer

Energy Northwest | ☎ 509.377.2133 | MD 1035

 Please consider the environment before printing this email





Sequim
New NEVI site

Forks
New NEVI site

Quilcene
New NEVI site

Quinalt
New NEVI site

Hoodspport
New NEVI site

Shelton
New NEVI site

Raymond
New NEVI site

Ilwaco
New NEVI site

Expand existing Hwy 101 sites in Oregon

ORDINANCE NO. 1921

AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING SECTION 2.50.010 OF THE RAYMOND MUNICIPAL CODE RELATING TO LEGAL HOLIDAYS.

WHEREAS, on June 19, 2021, the President of the United States, Joe Biden, signed legislation creating Juneteenth as a federal holiday; and

WHEREAS, the Governor of Washington State, Jay Inslee, officially declared Juneteenth as a state holiday in Washington when he signed House Bill 1016, making June 19 a paid day off for state workers starting in 2022; and

WHEREAS, the City of Raymond acknowledges that Juneteenth has been officially declared as both a federal and state holiday; and

WHEREAS, on August 8th, 2022, the Raymond City Council designated June 19th (Juneteenth) as a legal holiday.

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

Section 1. Repeal Section 2.50.010, “Legal holidays designated,” of the Raymond Municipal Code (RMC) and replace with the following revised Section 2.50.010, “Legal holidays designated”:

2.50.010 Legal holidays designated.

The city shall observe as legal holidays the following specified days:

New Year’s Day	January 1st
Martin Luther King’s Birthday	Third Monday in January
Presidents’ Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Juneteenth	June 19th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November

Christmas Eve	December 24th
Christmas Day	December 25th

Whenever any listed holiday falls on a Sunday, the Monday following such date shall be a legal holiday. Whenever any listed holiday falls on a Saturday, the Friday preceding shall be a legal holiday.

Section 2. If any portion of this ordinance is held to be invalid or unconstitutional for any reason, such finding shall not affect the remainder of the Ordinance, which shall remain in full force and effect.

Section 3. This ordinance shall be in full force and effect five (5) days after its passage and publication as provided by law.

INTRODUCED THIS 17th DAY OF APRIL 2023 AND PASSED THIS 1ST DAY OF MAY 2023 BY THE FOLLOWING VOTE:

AYES -

NOES -

ABSENT-

Dee Roberts, Mayor

Attest:

Kayla Macintosh, City Clerk/Treasurer

ORDINANCE #1922

AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, ESTABLISHING PROCEDURES TO FILL VACANCIES WITHIN ELECTIVE OFFICES OF THE CITY

WHEREAS, municipal offices of the city include both elective offices and appointive offices; and

WHEREAS, the elective offices are comprised of the mayor and the seven councilmembers; and

WHEREAS, Title 2, "ADMINISTRATION AND PERSONNEL", of the Raymond Municipal Code does not currently provide procedures by which to fill vacancies within the elective offices; and

WHEREAS, the Raymond City Council has determined that procedures are needed to fill vacancies within the elective offices.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RAYMOND, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Filling Vacancies within Elective Offices.

- A. A resignation in an elective office, mayor, or councilmember, shall be accepted or announced at a regular council meeting. The resignation may be submitted orally or in writing and may be effective immediately or for a future date. In the event that a councilmember is resigning due to being elected mayor, the upcoming vacancy will be announced at a regular meeting.
- B. Any vacancy created under subsection (A) of this section shall be acted upon in the following order:
 - 1. First regular meeting, read resignation and declare position to be open.
 - 2. Second regular meeting, reading of names of candidates for vacancy.
 - 3. Third regular meeting, reading of additional names of candidates and voting for candidates.
- C. The council can establish, by motion, the procedures which it chooses to use to consider the best qualified candidate to fill the vacancy.
- D. The resigning or terminated elective officer shall not vote on filling the vacancy created by the resignation or termination. The newly selected elective officer shall be eligible to begin serving immediately.
- E. If an elective officer resigns, is terminated, or becomes deceased after an election, the newly elected officer shall be appointed to that office immediately.

Section 2. If any portion of this ordinance is held to be invalid or unconstitutional for any reason, such finding shall not affect the remainder of the ordinance, which shall remain in full force and effect.

Section 3. This ordinance shall be in full force and effect five (5) days after its passage and publication as provided by law.

INTRODUCED THIS 17th DAY OF APRIL 2023 AND PASSED THIS 1ST DAY OF MAY 2023.

Dee Roberts, Mayor

Attest:

Kayla Macintosh, City Clerk/Treasurer

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF RAYMOND
WASHINGTON**

APRIL 2023

G&O Job. No. PR232.06

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

**CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract between the CITY OF RAYMOND, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract is to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the General Sewer Plan, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A."

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of these services shall not exceed the amount shown in Exhibit "B" without further written authorization by the Agency.

Total compensation is based on the following:

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.
 1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD,

and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability,

respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 18

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "D" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF RAYMOND
230 Second Street
Raymond, Washington 98577

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of Raymond

By: Michael B. Johnson
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: _____
(Print)

Date: 4/11/23

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF WORK

CITY OF RAYMOND GENERAL SEWER PLAN

This scope of work identifies tasks to complete a General Sewer Plan for the City of Raymond. Estimated costs for the project are identified in the attached Exhibit B. The Plan will be prepared in accordance with the requirements of the Revised Code of Washington (RCW) Section 90.48, *Water Pollution Control*; Washington Administrative Code (WAC) Section 173-240-050, *General Sewer Plan*; and the Washington State Departments of Ecology (Ecology) and Health (DOH) regulations governing such plans. The organization of the Plan will be as follows:

- Executive Summary
- Chapter 1 – Introduction
- Chapter 2 – Land Use, Population Projections, and Service Area Characteristics
- Chapter 3 – Regulatory Requirements
- Chapter 4 – Existing Facilities
- Chapter 5 – Wastewater Flow Projections and Design Criteria
- Chapter 6 – Collection System Analysis
- Chapter 7 – Wastewater Treatment Facility Evaluation
- Chapter 8 – Capital Improvement Plan
- Chapter 9 – Financial Analysis
- Appendices

The following is a detailed description of the work to be performed under each task listed above.

TASK 1 – PROJECT MANAGEMENT AND QA/QC

Provide overall project management and oversight services to include:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Manage and control project budget and schedule.
- C. Provide monthly progress reports and invoices.
- D. Attend a kickoff meeting with City staff to obtain project information, define project goals and objectives, and discuss system needs and alternative improvements.
- E. Attend three review meetings with City staff to review deliverables. These meetings are assumed to be virtual meetings over Zoom.

- F. Conduct periodic Quality Assurance/Quality Control (QA/QC) reviews of the plan documents to check accuracy, completeness, and conformance with project criteria. Provide this review by both project and non-project engineers, experienced in similar plans. Document the review comments and revise the documents to incorporate these comments.

TASK 2 – DATA COLLECTION

- A. Gather and review existing reports, agreements, regulations (including City codes and policies), design documents, operating records, and maps to determine characteristics of the existing municipal wastewater collection and treatment system and analyze issues affecting the Plan.
- B. Obtain information from the City on current flows and loadings and any existing and projected future industrial wastewater dischargers as well as estimated flows and loadings.
- C. Complete site visits with City staff to all City collection and treatment facilities to review facility condition and identify any issues of concern.

TASK 3 – MILESTONE 1 – CHAPTERS 1-5

Chapter 1 – Introduction

- A. Describe the purpose and need for the Plan.
- B. Summarize the history and development of the sewer system since completion of the last Plan.

Chapter 2 – Land Use, Population Projections, and Service Area Characteristics

- A. Identify land use and zoning designations using current land use and zoning maps as obtained from the City. Format this information to clearly identify boundaries, population densities, and zoning. Future population estimates will be distributed in relation to zoning buildout to ensure that the population projections are consistent with accepted planning data.
- B. Identify drainage basins based on the existing collection system layout and locations of existing lift stations.
- C. Update figures from the previous General Sewer Plan including climate, topography, geology/soils, locations of surface water and groundwater sources, and sensitive areas (e.g., wetlands, steep slopes, wildlife habitat).

- D. Produce a service area map showing current and future boundaries. Identify and lift stations and different types of existing collection systems: conventional gravity, force main, etc.
- E. Describe existing and future service area land uses, topography, flood zones, geology, hydrogeology, soils, surface water, wetlands, sensitive areas, and climate, particularly as these physical environmental features and special designation areas may affect the sewer facilities.
- F. Develop population projections within the service for the planning period based on City and County Comprehensive Plans and OFM data. Develop population projections for 6, 10, and 20 years for each drainage basin the service area.
- G. Provide a discussion on service area policies or ordinances as needed for the City and Ecology plan approval.

Chapter 3 – Regulatory Requirements

- A. Identify and summarize federal, state, and local regulatory requirements that might impact collection, treatment, and disposal or reuse of wastewater and biosolids.

Chapter 4 – Existing Wastewater System

- A. Identify existing commercial, industrial, institutional, governmental, and recreational site customers.
- B. Describe the existing system facilities including collection system, lift stations, and treatment facilities.
- C. Summarize the design criteria for existing facilities based on available information provided by the City.
- D. Describe the condition of the existing system facilities based on site visits and interviews with Public Works staff.

Chapter 5 – Wastewater Flow Projections and Design Criteria

- A. Develop estimates of residential per capita, commercial, institutional, governmental, and industrial sanitary flows based on water use records, wastewater treatment plant records, and accepted design criteria.
- B. Develop peak hour design flows for lift stations and collection system pipelines based on drainage basis delineations and distribution of population.

- C. Develop flow and loading projections for the WWTF.
- D. Summarize collection system and treatment facility design criteria established by the City and Ecology.
- E. Describe how these criteria, standards, and policies will be applied to existing and future system components.

Deliverables

The following chapters will be submitted to the City for review and comment.

- Draft Chapter 1 - Introduction
- Draft Chapter 2 – Land Use, Population Projections, and Service Area Characteristics
- Draft Chapter 3 – Regulatory Requirements
- Draft Chapter 4 – Existing Facilities
- Draft Chapter 5 – Wastewater Flow Projections and Design Criteria

Following review by the City, Gray & Osborne will meet with the City to discuss any comments.

TASK 4 – MILESTONE 2 – CHAPTERS 6-7

Chapter 6 – Collection System Evaluation

- A. Create a software hydraulic model of the collection system from existing City GIS information including invert elevations, rim elevations, pipe diameters, lift station information, and force mains.
- B. Conduct field survey at critical manholes to corroborate existing information, and/or identify missing information regarding rim and sewer invert elevations for sewer system modeling. Gray & Osborne survey crew will measure rim and sewer invert elevations. (Maximum – 24 hours of survey.)
- C. Assign populations and flows to the sewer model.
- D. Calibrate the hydraulic model to simulate peak flows at the downstream end including infiltration and inflow (I/I) due to historical rainfall or flood events.
- E. Perform model runs to identify collection system bottlenecks, deficient components at future design flows, and to confirm sizes and locations of facilities to serve unserved areas throughout the City. Output results will

be given to the City in a GIS format for use with other GIS-based modeling programs in the future.

- F. Describe the condition of the City's pump stations and identify necessary capital improvements and operation and maintenance issues.
- G. Inspect up to 30 manholes to evaluate conditions and identify necessary capital improvements and operation and maintenance issues.
- H. Evaluate infiltration and inflow through inspection of the existing flow data, run time data, inspection of facilities, and review of existing reports. Provide recommendations for additional infiltration and inflow assessment measures.
- I. Using the GIS base map, develop an asset inventory spread sheet summarizing sewer collection system pipes and pump stations. Based on available information characterize assets by age, condition and criticality. Estimate useful design life, estimated remaining design life and cost to replace each asset.
- J. Determine priority collection system improvements identified by the City based on review of existing maintenance records, interviews with City staff, and field inspection of significant facilities and manholes where flow restrictions or I/I are known to occur.
- K. Recommend collection system improvements based on the results of the work above and develop an implementation schedule and estimates of probable project costs. Include recommended projects in the Capital Improvement Plan.

Chapter 7 – Wastewater Treatment Facility Evaluation

- A. Evaluate the capability of the existing WWTF to meet current and projected future capacity needs and current and projected permit requirements.
- B. Identify any potential improvements necessary to correct projected capacity-related deficiencies in the planning period.
- C. Identify any condition related deficiencies at the WWTF. Identify improvements necessary to address settling related issues.
- D. Provide a description for any project improvements required. Determine and describe any required process component modifications. Base calculations on projected design flows and loadings as determined in Wastewater Flows and Design Criteria section. Provide preliminary site

layouts for any recommended modifications at the existing treatment facility site.

- f. Meet with City staff to discuss any required treatment modification designs, solicit input, discuss recommendations and build consensus on the preferred plan.
- g. Provide a recommended treatment facility modifications design plan to meet established project design criteria.

Deliverables

The following chapters will be submitted to the City for review and comment.

Draft Chapter 6 – Collection System Analysis
Draft Chapter 7 – Wastewater Treatment Facility Evaluation

Following review by the City, Gray & Osborne will meet with the City to discuss any comments.

TASK 5 – MILESTONE 3 – CHAPTERS 8-9

Chapter 8 – Capital Improvement Plan

- A. Summarize required collection system improvements identified in Chapter 6.
- B. Summarize required WWTF improvements identified in Chapter 7.
- C. Develop 6-, 10-, and 20-year Capital Improvement Plan for the sewer system that schedules the improvements identified in previous chapters.
- D. Prioritize projects and show implementation schedule based on cost, available funding, and existing system needs and facilities needed to serve growth.

Chapter 9 – Financial Analysis

- A. Review relevant financial data provided by the City including current budget, recent expenditures, current debt schedules, historical financial statements, and year-end balances.
- B. Create a baseline financial forecast for operation, capital and debt service costs, and sewer rate revenues. Build a capital funding strategy and identify potential funding sources for CIPs and develop a recommended approach to financing including the amount and type of debt.

- C. Develop an annual financial forecast that accounts for operating costs, capital costs, existing and new debt series costs, and required reserves. Use the forecast to review existing sewer rates and identify any potential rate adjustments.
- D. Identify alternatives for financing required capital improvements.

Deliverables

The following chapters will be submitted to the City for review and comment.

- Draft Chapter 8 – Capital Improvement Plan
- Draft Chapter 9 – Financial Analysis

Following review by the City, Gray & Osborne will meet with the City to discuss any comments.

TASK 6 – PLAN COMPILATION AND DISTRIBUTION

- A. Assemble the information developed in the previous tasks into the draft General Sewer Plan Update.
- B. Prepare required SEPA and SERP documentation.

Deliverable

Draft General Sewer Plan to the City for review.

TASK 7 – WORK SESSIONS AND PUBLIC MEETINGS

- A. Attend work sessions and/or public meetings with City staff and City Council to present the findings in the plan, discuss alternatives, and obtain consensus on plan recommendations. Two meetings have been assumed.

TASK 8 – SUBMIT TO AGENCIES FOR REVIEW AND RESPOND TO COMMENTS

- A. Submit the draft Plan to Ecology, Pacific County, and the various agencies affected by the Plan for comment.
- B. Incorporate review comments.
- C. Submit the final Plan to the City and Ecology for approval.
- D. Provide three hard copies of the final Plan to the City.

- E. Compile a pdf file of the entire Plan with figures and provide to the City, Word, Excel, CAD, GIS, and other files utilized in the development of the plan to also be provided.

We anticipate the following time frame for completion of the milestones for the project:

Project Start (Authorization).....	May 1, 2023
Obtain Required Data from the City	May 29, 2023
Milestone 1 – Chapters 1 through 5 (Background).....	August 31, 2023
Milestone 2 – Chapters 6 and 7 (System Analysis).....	October 27, 2023
Milestone 3 – Chapters 8 and 9(CIP, Financial).....	December 29, 2023
Complete Draft of Plan	January 26, 2024
Submit Sewer Plan to Ecology	February 23, 2024

If the authorization date is delayed by the City, it is anticipated the subsequent milestone dates will be shifted later by the amount of the delay.

It is assumed that all comments regarding milestone deliverables are received within 2 weeks of submittal of the deliverable.

PLAN DATA REQUESTED FROM THE CITY OF RAYMOND

The following information is requested from the City (the Consultant will provide a prioritized detailed list of information requested after notice to proceed is issued):

- The number of sewer accounts by service type and size, including residential, multi-family, motels, restaurants, grocery and retail stores, schools, health care facilities, and industries.
- Copies of all City WWTF Discharge Monitoring Reports (DMRs) for the last 5 years.
- Lift station capacity based on any drawdown tests from the City;
- Lift station run time meter data for the past 5 years;
- Water usage records for the past 5 years (residential, multi-family, industrial, commercial, institutional, governmental) with water usage broken down by category;
- Any collection system field investigations, and television inspection reports performed by the City;
- Ordinances defining sewer service area policies, sewer rates, and other charges;

- City sewer utility financial information for 2019 through 2022, including rates, revenue, and operating expenses;

PROJECT BUDGET

The estimated project cost is shown in Exhibit B.

EXHIBIT B
ENGINEERING SERVICES
SCOPE AND ESTIMATED COST
City of Raymond - General Sewer Plan

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Electrical Engineer Hours	Engineer-In-Training Hours	Environmental Technician/Specialist Hours	AutoCAD/GIS Tech. Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management and QA/QC		16							
QA/QC Review	16	16	16		8				
2 Data Collection		12	16	12	8		8		
3 Milestone 1									
Chapter 1 - Introduction		2	4		8		2		
Chapter 2 - Land Use, Populations Projections, and Service Area	2	4	16		32		24		
Chapter 3 - Regulatory Requirements		1	4		8				
Chapter 4 - Existing Facilities	2	4	16		24		16		
Chapter 5 - Wastewater Flow Projections and Design Criteria	4	8	16		40		8		
4 Milestone 2									
Chapter 6 - Collection System Analysis	4	24	80	8	80		16	4	24
Chapter 7 - WWTF Analysis	4	16	24	8	24		8		
5 Milestone 3									
Chapter 8 - Capital Improvement Plan	8	8	16	8	32		8		
Chapter 9 - Financial Analysis	2	8	16		32				
6 Plan Compilation and Distribution	2	4	8			8	8		
7 Work Sessions and Public Meetings		8	8						
8 Submit to Agencies for Review and Respond to Comments		4	16		8		4		
Hour Estimate:	44	135	256	36	304	8	102	4	24
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$140 to \$235	\$125 to \$175	\$120 to \$215	\$100 to \$170	\$93 to \$165	\$60 to \$165	\$125 to \$190	\$180 to \$295
Estimated Fully Burdened Billing Rate:*	\$225	\$220	\$170	\$195	\$120	\$140	\$125	\$185	\$265
Fully Burdened Labor Cost:	\$9,900	\$29,700	\$43,520	\$7,020	\$36,480	\$1,120	\$12,750	\$740	\$6,360

Total Fully Burdened Labor Cost: \$ 147,590
Direct Non-Salary Cost:
 Mileage & Expenses (mileage @ current IRS rate) \$ 1,800
 Printing \$ 610
TOTAL ESTIMATED COST: \$ 150,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit

EXHIBIT “C”

GRAY & OSBORNE, INC.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2023****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 60.00	to	\$165.00
Electrical Engineer	\$120.00	to	\$215.00
Structural Engineer	\$115.00	to	\$210.00
Environmental Technician/Specialist	\$ 93.00	to	\$165.00
Engineer-In-Training	\$100.00	to	\$170.00
Civil Engineer	\$115.00	to	\$155.00
Project Engineer	\$125.00	to	\$175.00
Project Manager	\$140.00	to	\$235.00
Principal-in-Charge	\$150.00	to	\$235.00
Resident Engineer	\$123.00	to	\$185.00
Field Inspector	\$100.00	to	\$173.00
Field Survey (2 Person)***	\$180.00	to	\$295.00
Field Survey (3 Person)***	\$300.00	to	\$400.00
Professional Land Surveyor	\$125.00	to	\$190.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

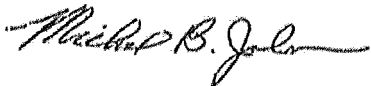
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.65 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT “D”

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

4/11/23

Date

The Agency may confirm the Engineer’s suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2023

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183 PMB #369 Poulsbo WA 98370 License#: 6003745	CONTACT NAME: Allison Barga PHONE (A/C. No. Ext): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com	FAX (A/C. No.): 360-626-2007	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER A: The Travelers Indemnity Company of Connecticut		25682
	INSURER B: Travelers Property Casualty Company of America		25674
	INSURER C: Travelers Casualty and Surety Company		19038
	INSURER D:		
	INSURER E:		
INSURER F:			

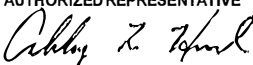
COVERAGES **CERTIFICATE NUMBER:** 1582276232 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6808N74449A	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P536892	9/10/2022	9/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6808N74449A	9/10/2022	9/10/2023	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2022	9/10/2023	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 G&O Job No. PR232.06

CERTIFICATE HOLDER**CANCELLATION**

City of Raymond 230 Second Street Raymond WA 98577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**Raymond Fire
Department**

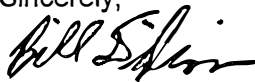
Memo

To: Council Members of the City of Raymond
From: Fire Chief Bill Didion
Date: April 6, 2023
Re: Paramedic Training Program for Current Staff Members

Council Members,

The following documents outline a program we are hoping to set up for our department that would give us the option to send current employees to become certified paramedics. As we have discussed over the last few years we have a definite need for paramedics locally, and have faced significant challenges with today's extremely competitive job market in attracting and keeping qualified paramedics. Having said this, we do have some highly dedicated and qualified EMT basics who currently work for Raymond and have invested themselves in this community. As other local departments have done, we are trying to craft a program that would allow us to provide funding and opportunities for our current employees and potentially for employees in the future to attain this level of certification and then continue to serve our department and community. This would help to make sure the EMS services we are able to provide for the community will be sustainable for years to come. It would also help to entice quality applicants to take a solid look at coming to work for RFD. This in my opinion would further enable us to make sure we hire character over merely certification. These documents have been given the stamp of approval of the city attorney and now I am asking for your consideration.

Sincerely,



Bill Didion

Subject: Paramedic Internship Program Policy for Career Personnel

Effective Date:

A. General

1. The Raymond Fire Department, may at the discretion of the City of Raymond, send personnel to Paramedic Schooling, to fill vacated ranks within the Department.
2. Undergraduate courses must be from a college or university accredited by the State of Washington. Other types of institutions must be accredited to teach the required information to enable the person to become a State of Washington certified paramedic.
3. Expenses covered under this policy will first include tuition. If any amount of the maximum payment remains, it can be used to reimburse payment for classroom/lab fees, books, transportation, and lodging. Reimbursement for other incurred expenses will be at the discretion of the City.
4. A maximum of \$15,000 (Fifteen Thousand) will be paid per person for Raymond Fire Department members.
5. During the time period of this agreement the Member will remain an employee of The City of Raymond.
 - a. The mutual goal of the program shall be to expedite in good faith the process of the Member becoming a Certified Washington State Paramedic.
 - b. The member will continue to receive their base salary and benefits as an employee.
 - c. If courses require Member to travel out of the area and not feasibly available to work their assigned shifts, The City holds the right to waive any or all shiftwork during that time period.
 - d. If courses allow Member to remain local and reasonably available to work their assigned shifts, The City holds to right to require member to work those shifts or a modified shift schedule.
 - i. If a course or required field time does conflict with the Member's normal work schedule, vacation or shift trades shall be used to ensure minimum staffing is maintained. All efforts will be extended by The City of Raymond Fire Department to allow shift trading with other employees. On rare occasions when a shift cannot be covered per diem, part-time or overtime can be used to cover a shift.

B. Minimum Qualifications Include:

- a. Be 21 years of age.
- b. Must be a current career member of the Raymond Fire Department in good standing for a minimum of three (3) years.
- c. Must have successfully completed a one-year probationary period.
- d. Ability to pass a medical examination of the City of Raymond's choosing.
- e. Ability to pass the physical agility test of the Raymond Fire Department
- f. The member must complete coursework successfully to qualify for reimbursement.
- g. The member must obtain the approval of the City of Raymond before participating in this reimbursement program.

TRAINING AND SERVICE CONTRACT

This Agreement is entered into between The City of Raymond Fire Department, referred to in this Agreement as "The City", and _____ referred to in this Agreement as "Employee."

RECITALS

- A. Employee serves as an Employee for The City.
- B. Employee has indicated an interest in obtaining certification as a Washington State Certified Paramedic.
- C. Employee has requested that The City reimburse or pay directly certain costs of the Training, including tuition and materials up to a maximum of \$15,000.00.
- D. The City does not require paramedic training as a condition of employee's current job but The City will benefit from the Employee receiving the additional training.

AGGREEMENT

To accomplish the purposes of this agreement and in consideration of the benefits to be obtained by each of the parties, it is agreed as follows:

1. **Purpose.** This Agreement establishes The City's payment obligations and the Employee's service and repayment obligations. The City and the Employee agree that the terms are reasonable and in the best interest of both parties.
2. **Education and Training Benefits.** The City shall pay for Employee's formal paramedic training through the _____ "Program." Covered costs shall be no more than the \$15,000.00 contributions from "The City" and such amounts shall be paid directly to the Program or reimbursed to the Employee upon receipt of documentation from Employee. Employee will be responsible for all costs of the Training beyond the amount of The City Contribution.
3. **Term.** Unless otherwise terminated as provided herein, the term of this Agreement shall begin on _____, 20____ and shall remain in force until the completion of the Program and the service and payment obligations established under Sections 4 and 6.
4. **Obligations of Employee.**
 - 4.1 Employee agrees to enroll in, successfully complete the Training authorized by The City.
 - 4.2 Employee agrees to obtain Washington State and national licenses and/or certifications, as required by the Fire Chief, as well as become licensed as a paramedic in the County Pacific, in the State of Washington. Licensure and/or certification must be achieved at the earliest opportunity following course completion not to exceed six (6) months after graduation from the course. Delays in obtaining licensure and/or certification must be approved by the Fire Chief.
 - 4.3 Employee agrees to remain an Employee in good standing at all times during this Agreement and shall comply with The City's policies and procedures.

4.4 Employee agrees to remain as an employee of The City for a minimum of sixty (60) months subsequent to the completion of the Training.

5. The City's Obligations. The City agrees to reimburse Employee the following expenses incurred by the Employee in participating in the Training.

- 5.1 Costs of tuition and registration.
- 5.2 Costs of textbooks, manuals and training materials required for the Training. Employee shall submit a request for monthly reimbursement of such costs supported by adequate documentation of the cost incurred.
- 5.3 Travel or mileage may be compensated for attending the Training, at the discretion of the Fire Chief.
- 5.4 Other expenses associated with the Training as approved by the Fire Chief or designee.
- 5.5 The total reimbursement from The City shall not exceed the agreed upon total of \$15,000.00. The Employee will be responsible for any expenses in excess of that total.

6. Expense Reimbursement. The Employee acknowledges that The City is making a substantial investment in Training for the Employee's benefit.

- 6.1 In the event the Employee shall fail to complete the Training, the Employee agrees to reimburse The City for all of the funds expended under Section 5 of this Agreement.
- 6.2 In the event that the Employee completes the training but fails to provide sixty (60) months of service to The City subsequent to obtaining Washington State Certification as a Paramedic licensed to practice in Pacific County, the Employee agrees to reimburse The City for all of the funds expended under Section 5.
- 6.3 The amounts payable under this Section shall be determined on a pro rata basis of 1/60th of the total amount due for each month of the sixty month term that the Employee fails to perform services for The City.
- 6.4 The City shall provide the Employee at the completion or termination of Training a Promissory Note substantially in the form attached as Exhibit A that identifies the full cost of the Training benefits expended under Section 5. The Employee shall sign the Promissory Note within seven days of receipt.

7. Waiver of Reimbursement. The provisions of Section 6 shall not apply in the event of the occurrence of the death or physical disability of the Employee during the term of this agreement or if otherwise waived for good cause by The City.

8. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and is sent by registered or certified mail to the residence of the Employee or the principal office of The City.

9. Waiver. The waiver by The City of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Employee.

10. Entire Agreement. The foregoing constitutes the entire Agreement between the Parties. This Agreement shall be governed by the laws of the State of Washington.

11. Severability. If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of all remaining provisions shall not in any way be affected or impaired, and all provisions shall be enforceable to the full extent permitted under applicable law.

12. Venue. Venue for any suit arising from this contract shall be in Pacific County, State of Washington.

13. Limited Agreement. This Agreement does not alter the employment relationship between The City and Employee and The City may terminate this Agreement at any time, with or without cause. The City reserves the right, in its sole discretion, to determine the job duties of the Employee and this Agreement gives the Employee no express or implied contractual rights to any specific level of employment with The City beyond the Employee's rights under the Employee's collective bargaining agreement.

14. Termination. Employer or Employee may terminate this Agreement on an at will basis without cause and without advance notice at any time, provided however, termination shall not affect the Employees repayment obligation under Section 6 or Exhibit A for any funds expended prior to termination.

Acknowledgement of Receipt/Waiver or Right to Independent Legal Advice. I understand that I have the right to have this Agreement reviewed by an Attorney of my choosing and at my expense, and to discuss its terms with my attorney prior to signing it. I have chosen to proceed as indicated below:

/_____/ I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult with an attorney.

/_____/ I have consulted an attorney regarding this Agreement and received an explanation of its terms as evidenced by the attorney's signature below.

Attorney (if applicable)

Date

Employee

Date

City of Raymond

Mayor

Date

Attachments: Paramedic Intern Training and Service Agreement/Contract

MEMORANDUM of AGREEMENT

Between

(Raymond Fire Department Member/ Paramedic Intern

and

The City of Raymond

1. The City of Raymond agrees to pay the cost of tuition and books and on campus lab fees, and travel costs as agreed upon, up to a maximum of \$15,000 (Fifteen Thousand) for the above-named "Intern", here after referred to as "Member" to attend:

_____ at _____

(course)

(school or course sponsor)

Starting on _____

(date)

2. The above-named Member is expected to satisfactorily complete this course with a passing grade and complete all written and practical testing requirements associated with the course. Additionally, in the case of Emergency Medical Technician Paramedic courses, you are required to obtain applicable Washington State and National licenses and/or certifications, as well as become licensed in the County of Pacific, in the State of Washington. Licensure and/or certification must be achieved at the earliest opportunity following course completion not to exceed six (6) months after graduation from the course. Delays in obtaining licensure and/or certification must be approved by the Fire Chief.
3. Failure to meet the requirements of this agreement will require the above-named member to fully refund The City of Raymond for all costs which The City of Raymond incurred on behalf of above-named Member.
4. After receiving State Certification as a Paramedic, Member agrees to serve as a Paramedic with The City of Raymond Fire Department for a period of no less than 60 months.
5. Member agrees that if, Member is terminated from employment by The City, for any reason, prior to the completion of the 60 months period of service, Member is knowingly responsible to repay The City of Raymond for any and all costs associated with member's Paramedic Schooling.
6. Member agrees that if, Member should voluntarily leave the employment of The City of Raymond prior to the completion of the 60-month period of service, Member is knowingly responsible to repay The City of Raymond for any and all costs associated with member's Paramedic schooling.
7. Relief or deferment of any debt must be approved by The City of Raymond.

I, _____, am the Member named above, and I agree to the terms of this memorandum.

Member

Date

For City of Raymond

Date

Title

DRAFT

EXHIBIT A -- INSTALLMENT PROMISSORY NOTE

Pacific County, Washington

_____, 20____

FOR VALUE RECEIVED and consistent with Agreement, _____ "Employee or Maker", promises to pay to the order of The City of Raymond "Holder" the sum of \$_____ without interest from the date of this note, compared on the diminishing principal balance, payable in monthly installments of \$_____ or more at the maker's option until the note is paid in full. The maker shall have the right to prepay this note without penalty.

1. **Payment Credits.** Payee shall be credited for \$_____ for each month employee remains employed by The City of Raymond and no payments beyond the monthly credit shall be due while Employee remains employed by The City of Raymond.
2. **Due Date.** The full amount of the note shall be due no later than 60 months from the date of this note.
3. **Acceleration.** If employee leaves the employment of The City of Raymond before this note is paid in full, the Holder shall have the option, without notice, to declare the entire debt to be immediately due and payable. The entire unpaid principal balance shall thereafter bear interest at 12%.
4. **Acceleration penalty.** If employee chooses acceleration, a penalty in the amount of \$5,000 will be added to the remaining balance owed to the Holder.
5. **Forgiveness.** The remaining balance due on the note shall be forgiven in the event the Employee dies or is subject to a permanent disability.
6. **Jurisdiction.** This note is made with reference to and should be construed in accordance with the laws of the State of Washington.
7. **Waiver.** The maker expressly waives presentment, protest, demand, notice of dishonor or default, and notice of any kind with respect to this note or any guaranty of this note or the performance of the obligations under this note. No renewal or extension of this note, no release or surrender of any collateral or other security for this note or any guaranty of this note, no release of any person primarily or secondarily liable on this note, no delay in the enforcement of payment of this note or any guaranty of this note, and no delay or omission in exercising any right or power under this note or any guaranty of this note shall affect the liability of any maker.
8. **Meaning of Terms.** The term "maker" as used in this instrument shall include all endorsers, guarantors and all others who may become liable for all or part of the obligation evidenced by this instrument and the terms and provisions of this instrument shall be binding on such parties. If this instrument is signed by more than one person, it shall be the joint and several liabilities of such persons.
9. **Place of Payment.** All payments to be made shall be made at The City of Raymond City Hall or at such other places as the holder may direct in writing.

By: _____

By: _____

Name:

Date:

Name:

Date:



ELKS NATIONAL YOUTH WEEK

IDEAS—SUGGESTIONS—RECOMMENDATIONS

FOR PLANNING ELKS NATIONAL YOUTH WEEK

MAY 1-7, 2023

We are submitting herewith for your use and guidance some Elks National Youth Week Program ideas, suggestions and recommendations, which have been used effectively in the past by Lodges and State Associations.

1. Have the mayor of your city or the president of your town or city council issue a **Youth Week Proclamation**. It is suggested that the request be made by the Exalted Ruler or Chairperson of the Youth Activities Committee.
2. Governors of states should likewise proclaim the **FIRST WEEK in MAY 2023, as Elks National Youth Week**. This request should be handled by the State Association Presidents or the State Association Youth Committee Chairpersons.
3. Suggested drafts of a Mayor's Youth Week Proclamation and a Governor's Youth Week Proclamation are made a part of this release.
4. A determined effort should be made by each of our 1,800-plus Local Lodges throughout the country to stage a Youth Week Parade, with all high schools, public, parochial and private, within the jurisdiction of each Lodge, invited to participate with their bands, drill teams and cheerleaders. An invitation should also be extended to any other organized youth groups, such as church groups, to march in uniform. Prizes should be awarded to the school or group with the best drill team, for the greatest number in line of march, for the best band and the best in appearance. Every type of media, newspaper, radio and television should be requested to give your Lodge the coverage that such a promotion deserves. Such a demonstration would prove to the citizenry of this great country that the Grand Lodge of the Benevolent and Protective Order of Elks with the cooperation of the Local Lodges are doing their part, in a big way, to combat juvenile delinquency.
5. Suggest to your city or state officials a Student Government Day. The boys and girls could take over the offices of the Elected Officials for one day.
6. Arrange with your Chief of Police to engage and swear in high school seniors to work on school patrols, ride with police in police cars, observe handling of cases at headquarters and spend an entire day in the police department to observe its various functions, and in that way learn what goes on in this important department of government.
7. Sporting events are another project that creates public interest and in which boys and girls are eager to participate, such as track and field meets, basketball, baseball, boxing, fishing tournaments and road races.
8. There are many other suggestions in the Youth Activities Manual as to how Youth Week can be served.

The Committee realizes that the success of this Youth Week Program depends on the measure of cooperation received from the Local Lodges and the State Associations. We feel confident of that cooperation and pledge again the assistance of our Committee in every possible way. Make Elks National Youth Week, **May 1-7**, an outstanding youth observance and one that will reach out to more boys and girls and serve them in a helpful, honorable and constructive way.

We again reiterate that you are at liberty to adopt such Elks National Youth Week Programs as best meet the need in your area and such as your facilities and budget will permit. We do urge that each and every Exalted Ruler plan some appropriate observance of Elks National Youth Week and strive for its recognition in your State's Contest.

GRAND LODGE ACTIVITIES COMMITTEE

Michael T. Ohren, *Chairman*

Elks Care — Elks Share

PROCLAMATION

ELKS NATIONAL YOUTH WEEK

MAY 1ST-7TH, 2023

Whereas, the Benevolent and Protective Order of Elks has designated May 1-7, as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and,

Whereas, the City of Raymond will sponsor an observance during that week in tribute to the Junior Citizens of this community; and,

Whereas, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and,

Whereas, our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and go forth to serve America; and,

Whereas, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship:

Now Therefore, I, Dee Roberts, Mayor of Raymond, do hereby proclaim the first week in May as Youth Week, and urge all departments of government, civic, fraternal, and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance.

Dee Roberts, Mayor

Attest; Kayla MacIntosh, Clerk Treasurer