



# City of Raymond

## WASHINGTON

### CITY COUNCIL AGENDA

**Meeting:** Monday, May 1<sup>st</sup>, 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 May 1<sup>st</sup>, 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](mailto: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. **APPROVAL OF AGENDA, CONSENT AGENDA, AND THE MINUTES OF APRIL 17<sup>TH</sup>, 2023, REGULAR COUNCIL MEETING**
5. **CORRESPONDENCE**
  - a. **Department of Ecology Letter**
6. **ITEMS FROM THE PUBLIC**
7. **SOW #2 AMENDMENT TO DREDGING CONTRACT- *Action***
8. **PARAMEDIC TRAINING PROGRAM- *Action***
9. **RESOLUTION #1279- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RAYMOND, WASHINGTON, SCHEDULING A PUBLIC HEARING TO ACCEPT COMMENT ON THE VACATION OF A PORTION OF THE ALLEY IN BLOCK 22 OF THE SIXTH ADDITION TO RAYMOND, PACIFIC COUNTY, WASHINGTON- *Action***
10. **TOVANI HART PRELIMINARY PROGRAMMING CONTRACT- *Action***
11. **ORDINANCE #1921 AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING SECTION 2.50.010 OF THE MUNICIPAL CODE RELATING TO LEGAL HOLIDAYS- *Second Reading***
12. **ORDINANCE #1922 AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, ESTABLISHING PROCEDURES TO FILL VACANCIES WITHIN ELECTIVE OFFICES OF THE CITY- *Second Reading***
13. **DEPARTMENT HEAD REPORTS**
  - a. **Fire Chief Bill Didion**

#### **Next Regular Scheduled Council Meeting**

**MONDAY, MAY 15<sup>th</sup>, 2023, at 6:00 PM**

*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

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- b. Police Chief Pat Matlock
  - c. Public Works Director Eric Weiberg
  - d. Clerk- Treasurer Kayla MacIntosh
- 14. MAYOR'S REPORT**
  - 15. PUBLIC COMMENT ON CURRENT AGENDA ITEMS**
  - 16. COUNCIL COMMENTS**
  - 17. FUTURE AGENDA TOPICS**
  - 18. EXECUTIVE SESSION-** To consider the selection of a site or the acquisition of real estate by lease or purchase.
  - 19. ADJOURNMENT**

### **Next Regular Scheduled Council Meeting**

*MONDAY, MAY 15<sup>th</sup>, 2023, at 6:00 PM*

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*City of Raymond*  
WASHINGTON

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## RAYMOND CITY COUNCIL MEETING

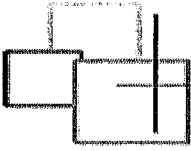
MAY 1<sup>st</sup>, 2023

### CONSENT AGENDA

#### APPROVAL OF CLAIMS

CLAIMS #71610 THROUGH #71658  
PAYROLL CLAIMS - TBD

\$66,404.34



# A/P Check Register

Fiscal: : 2023  
 Period: : 2023 - May 2023  
 Council Date: : 2023 - May 2023 - 1st Council

Number	Vendor Name	Account Description	Amount	
71610	PACIFIC COUNTY AUDITOR - RECORDINGS	Other Miscellaneous	\$56.00	FEEES FOR LIEN FILINGS
71611	ABILITY NETWORK INC.	Professional Services	\$172.70	AMB MEDICARE CLAIMS
71612	Airgas USA, LLC	Operating Supplies	\$63.69	AMB OXYGEN SUPPLIES
71613	Borden's Auto Parts	Distribution Supplies	\$157.35	
		Operating Supplies	\$501.11	
		Repair & Maintenance	\$106.40	
		Check Total:	\$764.86	ALL DEPT SUPPLIES
71614	Bud's Lumber Supply	Operating Supplies	\$1,078.69	ALL DEPT SUPPLIES
71615	Coast Controls & Automation, Inc.	Instrumentation Services	\$924.04	
		Professional Services	\$421.59	
		Check Total:	\$1,345.63	WAT/SEW TROUBLESHOOTING
71616	COMCAST	Communications	\$746.21	ALL CITY INTERNET
71617	CONNETIX	Professional Services	\$953.75	WWTP COMPUTER SERVICES
71618	Culligan	Operating Leases/Rentals	\$19.95	
		Operating Rentals & Leases	\$19.95	
		Operating Rentals/Leases	\$19.94	
		Check Total:	\$59.84	CITY HALL WATER
71619	Dennis Company	Building Supplies	\$25.93	
		Distribution Supplies	\$216.01	
		Operating Supplies	\$1,509.41	
		Check Total:	\$1,751.35	ALL DEPT SUPPLIES
71620	Englund Marine & Industrial Supply	Distribution Supplies	\$293.56	
		Operating Supplies	\$1,959.36	
		Check Total:	\$2,252.92	ALL DEPT SUPPLIES
71621	EO MEDIA GROUP	Professional Services	\$95.16	PUBLIC NOTICE - VISITOR CENTER
71622	Fastenal	Distribution Supplies	\$114.21	WTP SUPPLIES
71623	Flannery Publications, Inc.	Communications	\$216.00	
		Professional Services	\$736.00	PUBLIC NOTICES - SPRING
		Check Total:	\$952.00	CLEANUP/ORDINANCES
71624	GARCIA, AIYSHA	Professional Services	\$120.00	CDL PHYSICAL REIMB.
71625	Grays Harbor County	Lab Tests	\$178.00	WATER LAB TESTING
71626	H.D. Fowler Co.	Distribution Supplies	\$4,652.75	WATER SUPPLIES
71627	Henry Schein, Inc.	Operating Supplies	\$1,344.67	AMB SUPPLIES
71628	Hung Right Doors, LLC	Repair & Maintenance (inc. PW Shop Roof and PW Office/Carport + Annual Street Paving)	\$76.21	
		Repair & Maintenance (Inc. PW shop, Office, Carport and paving behind Willapa Center)	\$76.21	

		Repair & Maintenance( Inc. PW shop roof, office,carport and paving for Willapa Center alley)	\$76.21	
		Repairs & Maintenance (Inc. PW Roof, office, carport)	\$76.21	
		Check Total:	\$304.84	PW DOOR REPAIRS
71629	.KARNATZ, JEFF	Professional Services	\$2,100.00	THEATER MANAGER
71630	KNOWBE4, INC.	AWC LOSS PREVENTION GRANT	\$5,175.83	SECURITY SUBSCRIPTION
71631	Maneman Electric	Visitor Center Repair/Maint	\$2,365.83	VISITOR CENTER ELECTRICAL REPAIRS
71632	MATLOCK, PAT	Training	\$236.00	TRAINING PER DIEM
71633	Miller's Smith & Losli	Repair & Maintenance	\$158.32	
		Repair & Maintenance (inc. PW Shop Roof and PW Office/Carport + Annual Street Paving)	\$1,243.11	
		Repair & Maintenance (Inc. PW shop, Office, Carport and paving behind Willapa Center)	\$1,243.10	
		Repair & Maintenance( Inc. PW shop roof, office,carport and paving for Willapa Center alley)	\$1,243.10	
		Check Total:	\$3,887.63	FIRE DEPT/PW SUPPLIES
71634	NO NO'S TOWS	Code Enforcement	\$226.88	TOWING FEE
71635	Pacific County Sheriff	County Jail Services	\$1,000.00	JAIL FEES
71636	Penoyar, Joel	City Attorney	\$1,000.00	CITY ATTORNEY
71637	PUBLIC CONSULTING GROUP, INC.	Professional Services	\$20,000.00	AMB GEMT FEES
71638	Quality Controls Corp	Instrument Services	\$1,377.50	WWTP RADIO SERVICES
71639	Quill Corporation	Office Supplies	\$112.83	ALL DEPT SUPPLIES
71640	Raymond City Water Clerk	Carriage Utilities	\$148.38	
		City Utility Billings	\$150.55	
		Pool Utilities	\$0.00	
		Public Market Utilities	\$5.17	
		Public Utilities	\$181.97	
		Public Utility Service	\$580.31	
		Seaport Utilities	\$148.38	
		Utilities	\$2,903.69	
		Utility Services	\$145.17	
		Visitor Center Utilities	\$168.69	
		Check Total:	\$4,432.31	ALL CITY WATER
71641	Ricoh USA, Inc	Operating Rentals/leases	\$13.57	FIRE HALL COPIER
71642	Roberts, Dee	Facility Supplies	\$47.22	SUPPLY REIMB.
71643	Sea-Western Inc.	Small Tools & Equipment	\$674.03	FIRE EQUIPMENT
71644	SOUND PUBLISHING	Communications	\$174.60	CLASSIFIED PUBLISHING
71645	South Bend Pharmacy	Communications	\$13.16	UPS MAILING FEES
71646	Standard Insurance Co	Personnel Benefits	\$326.22	
		Volunteer Benefits	\$246.82	
		Water Treatment Benefits	\$23.55	
		Check Total:	\$596.59	ALL DEPT LIFE INSURANCE
71647	STERLING SURVEYING	Professional Services	\$450.00	WATER SURVEYS
71648	STIGALL, ROBERT	Travel/Meals	\$423.22	TRAINING PER DIEM
71649	SWANK MOTION PICTURES, INC.	Operating Rentals (Movies)	\$1,100.00	MOVIE RENTALS (4)
71650	TROJAN TECHNOLOGIES	Operating Supplies	\$185.70	WWTP SUPPLIES
71651	U.S. Cellular	Communications	\$226.22	FIRE/PW CELLS
71652	US BANK	Miscellaneous	\$284.58	FISCAL AGENT FEE
71653	USA Blue Book	Operating Supplies	\$1,209.56	WWTP SUPPLIES

71654	Verizon Wireless	Communications	\$996.69	POLICE/FIRE TOUGHBOOKS
71655	WA ST Department of Licensing	CPL - State Fee	\$108.00	CPL FEES
71656	WA ST DEPT OF TRANSPORTATION	Fuel Consumed	\$643.12	AMB FUEL
71657	WEIBERG, ERIC	Training	\$236.00	TRAINING PER DIEM
71658	WMCA Treasurer	Miscellaneous	\$100.00	CLERK TRAINING FEE
	<b>Grand Total</b>		<b>\$66,404.34</b>	
	<b>Total Accounts Payable for Checks #71610 Through #71658</b>			



# City of Raymond

## WASHINGTON

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### COUNCIL PROCEEDINGS

#### APRIL 17<sup>TH</sup>, 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  
W. Ian Farrell

#### **Council Members Absent:**

Position #1: Vacant  
Steve Jones: Excused

#### **Department Heads Present:**

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

#### **4. CITY COUNCIL POSITION #1 INTERVIEWS**

Clerk/Treasurer MacIntosh had the 2 candidates in person draw numbers as to who would interview first. The Council members asked 4 questions to both Scott Coty and Jovon Vaughn.

#### **5. EXECUTIVE SESSIONS-EVALUATE QUALIFICATIONS OF AN ELECTIVE OFFICE CANDIDATE**

Prior to adjourning to Executive Session, Mayor Roberts advised that no decisions would be made in Executive Session. Mayor Roberts called the Executive Session to order at 6:20PM in the mayor's office for 15 minutes with an approximate return time of 6:35PM for the purpose of evaluating the qualifications of candidates for appointment to elective office. Council Members Halpin, Nordin, Worlton, Tully, and Farrell were in attendance.

Mayor Roberts reconvened the meeting at 6:29PM.

#### **6. VOTE BY BALLOT AND SWEARING IN OF NEW COUNCIL MEMBER**

Clerk/Treasurer MacIntosh handed out ballots and all present council members voted. MacIntosh counted the ballots and Mayor Roberts announced Jovon Vaughn as the new Council Member for Position #1. Clerk/Treasurer MacIntosh swore in Jovon immediately after the announcement.

#### **7. APPROVAL OF AGENDA, CONSENT AGENDA & MINUTES**

Councilor Farrell moved to approve the agenda, consent agenda for tonight's meeting, as well as the minutes of April 3<sup>rd</sup>, 2023, meeting. Motion carried. Motion passed with 6 ayes and 1 absence.

## APPROVAL OF CLAIMS

CLAIMS #71536 THROUGH #71538  
CLAIMS #71545 THROUGH #715609

\$335,640.55

PAYROLL #71539 THROUGH #71544  
(Direct Deposit included)

\$149,312.19

MARCH EFT/DEBIT

\$18,215.71

### **8. CORRESPONDENCE:**

Both a letter from the annual Business Week and a letter in support of Energy Northwest were presented to the council.

### **9. ITEMS FROM THE PUBLIC**

Citizen Doug Hill thanked the Public Works department for the safety improvements and discussed safety and parking issue on the corner of Larch St. and Park Ave.

### **10. ORDINANCE #1921 AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING SECTION 2.50.010 OF THE MUNICIPAL CODE RELATING TO LEGAL HOLIDAYS- First Reading**

Councilor Worlton moved to move ordinance #1921 to a second reading. Motion carried. Motion passed with 6 ayes and 1 absence.

### **11. ORDINANCE #1922 AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, ESTABLISHING PROCEDURES TO FILL VACANCIES WITHIN ELECTIVE OFFICES OF THE CITY- First Reading**

Councilor Worlton moved to move ordinance #1922 to a second reading. Motion carried. Motion passed with 6 ayes and 1 absence.

### **12. RAYMOND GENERAL SEWER PROPOSAL AND CONTRACT- Action**

Councilor Worlton moved to approve Mayor Roberts to sign the General Sewer Proposal and Contract. Motion carried. Motion passed with 6 ayes and 1 absence.

### **13. PARAMEDIC TRAINING PROGRAM (DISCUSSION ONLY)**

Fire Chief Didion discussed the proposed paramedic training program with the council. Mayor Roberts asked this to be added as an action item on the agenda for the next regularly scheduled meeting.

### **14. ELKS NATIONAL YOUTH WEEK PROCLAMATION**

Mayor Roberts read the Elks National Youth Week Proclamation and proclaimed May 1-7<sup>th</sup>, 2023 as youth week.

### **15. DEPARTMENT HEAD REPORTS:**

- Fire Chief, Bill Didion, had nothing to report.
- Public Works Director, Eric Weiberg, provided updates for the water tank project, parks plan and the comp plan.
- Clerk/ Treasurer, Kayla MacIntosh, provided an update regarding the creation of the city's cyber security policy and contract secured to fulfil the AWC RSMA Loss Prevention Grant.



**13. MAYOR'S REPORT:**

Mayor Roberts provided an email from the Port of Willapa Harbor requesting letters of support for Willapa Bay Dredging. Mayor Roberts requested a replacement for the RWCC committee due to the departure of Councilor Porter. Citizen Scott Coty advised that he would fill the position.

Mayor Roberts also advised the council that she has created a committee in regard to the new fire hall/city hall and will have executive session next meeting to discuss real estate possibilities for this new building.

**14. PUBLIC COMMENT ON CURRENT AGENDA ITEMS**

Citizen Doug Hill had questions regarding the dredging and recommended American Dredging Company. Mayor Roberts provided Hill with a copy of the email and who to contact with that information.

**15. COUNCIL COMMENTS:**

- Councilor Farrell had questions regarding city statue decorating and clean up.

**16. FUTURE AGENDA TOPICS:**

There were none.

**17. ADJOURNMENT:**

With no further business to discuss and no objections, the meeting was adjourned by Mayor Roberts at 7:16PM.

**ATTEST:**

\_\_\_\_\_  
Kayla MacIntosh, Clerk/ Treasurer

\_\_\_\_\_  
Dee Roberts, Mayor



STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

April 21, 2023

The Honorable Dee Roberts  
Mayor of Raymond  
230 Second St.  
Raymond, WA 98557

**RE: 2022 Wastewater Treatment Plant Outstanding Performance Awards**

Dear Mayor Roberts:

Congratulations! The Willapa Regional Wastewater Treatment Plant is receiving the 2022 "Wastewater Treatment Plant Outstanding Performance" award. Of approximately 300 wastewater treatment plants statewide, yours is one of 109 that achieved top performance for its operations in 2022.

Ecology evaluates specific domestic wastewater treatment plant information for individual permit compliance. Your plant is one of the top performers for regularly meeting numeric effluent limits and individual permit criteria, for conducting monitoring, and for reporting data as required. It takes diligent operators and a strong management team, working effectively together, to achieve this high level of performance.

Turning wastewater into water clean enough to discharge takes efficient process control, skill, teamwork, and good judgement. This is truly a 24/7 responsibility. Ecology appreciates the ongoing commitment your plant's operators make to protecting water quality and providing a critical service to the community.

This is the third consecutive year the Willapa Regional Wastewater Treatment Plant received this award. Talented and proficient operators are critical to successful plant operations and protecting the health of Washington's waters. Your excellent record is a credit to the dedicated operators who are responsible for running the award-winning Willapa Regional Wastewater Treatment Plant.

We will announce the full list of 2022 award recipients, including the Willapa Regional Wastewater Treatment Plant, in the coming weeks.

April 13, 2023

Eric Weiberg  
City of Raymond  
230 2nd Street  
Raymond, WA 98577

**RE: SOW#2 - Amendment 1  
Permitting Support - Willapa Landing Park Boat Ramp Dredging and Flow Lane  
Disposal**

Dear Eric:

**NewFields Companies, LLC (NewFields)** in association with **Leon Environmental, LLC (L-E)** appreciate the opportunity to submit this amendment for permitting support for the proposed Willapa Landing Park Boat Ramp dredging and flow lane disposal in the Willapa River (Attachment 1).

Several elements over the course of the permitting project have fallen outside the original project assumptions and deliverables that were anticipated in the original scoping as described in Attachment 1.

Amendment 1 is requested for the second work order (dated March 15, 2021) to the client services agreement between NewFields and the City of Raymond (dated February 7, 2020) to complete all remaining permitting tasks including final deliverables and coordination with the services.

The proposed amendment budget is based on our best estimation to complete the remaining scope of work. The City of Raymond will be billed on a time and materials basis and will not be exceeded without prior approval from City of Raymond.

If you have any questions regarding this submittal, please do not hesitate to contact me at 206-276-0257 | [jnakayama@newfields.com](mailto:jnakayama@newfields.com). We look forward to completing this permitting effort on behalf of the City of Raymond.

Sincerely,



John Nakayama  
Senior Scientist, NewFields

Attachment 1 – Statement of Work #2 Amendment 1

**Attachment 1**

**EXHIBIT A2 Amendment 1**

Statement of Work No.: 2  
**Amendment 1**  
Statement of Work Date: 3/15/2021  
**Amendment Date: 4/13/2023**

**AMENDMENT 1 TO STATEMENT OF WORK**

**To:** City of Raymond  
230 2<sup>nd</sup> Street  
Raymond, WA 98577  
Attn: Eric Weiberg, Director of Public Works

**Scope of Services:** Subject and pursuant to the terms and conditions of that certain Client Services Agreement dated effective as of February 7, 2020 by and between NewFields Companies, LLC and its affiliates (“NewFields”), and the City of Raymond (the “Client”), a copy of which is attached hereto (the “Agreement”), NewFields will perform the following Designated Services for Client during the time period set forth below, and for the compensation described in **Exhibit B2 Amendment 1**.

Client shall provide NewFields with sufficient working space and facilities, and any other services and materials that NewFields may reasonably request, to perform the Designated Services. Upon request by Client, NewFields shall provide to Client detailed periodic reports, in a form reasonably prescribed by Client from time to time, describing the Designated Services performed by NewFields, including the status thereof.


**Time Period:** NewFields shall perform the Designated Services described herein during the following updated time period: March 2021 – March 2024

**Deliverables:** As specified in **Exhibit B2 Amendment 1**.

**Compensation:** With respect to the performance of the Designated Services described herein, additional budget is requested in order to complete required permitting services as described in **Exhibit B2 Amendment 1**. Additional budget of \$10,000 is requested in addition to the previous budget of \$24,930. Client shall pay to NewFields compensation in the form of professional service fees on a time and materials basis not to exceed **\$34,930**.

NewFields is pleased to submit this Amendment to Statement of Work to Client for the performance of the Designated Services described herein. To accept this Amendment to Statement of Work, please sign and date below, and e-mail to Eric Salnas ([esalnas@newfields.com](mailto:esalnas@newfields.com)) and John Nakayama ([jnakayama@newfields.com](mailto:jnakayama@newfields.com)) at NewFields. Thank you.

**NEWFIELDS:  
NEWFIELDS COMPANIES, LLC**

By:   
Name: John Nakayama  
Title: Partner/Senior Scientist  
Authorized Representative

**CLIENT:  
CITY OF RAYMOND**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **Exhibit B2 Amendment 1 - Scope of Work #2**

### **Permitting Support – Willapa Landing Park Boat Ramp Dredging and Flow Lane Disposal**

#### **Background**

Leon Environmental, LLC (L-E), as a subconsultant to NewFields Companies, LLC (NewFields), has provided ongoing permitting support for the City of Raymond (City)'s dredging project at the Willapa Landing Park boat ramp (boat ramp), which is located on the south side of the North Fork Willapa River on the east side of the City. Specifically, L-E has been preparing the permit application materials needed to request the federal, state, and local permits and authorizations required to dredge the boat ramp.

#### **Permitting Activities to Date**

From 3/15/21 through 3/31/23, L-E has performed the following permitting activities:

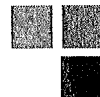
- Performed extensive coordination (phone, email) U.S. Army Corps of Engineers (Corps), Washington Department of Ecology (Ecology), Washington Dept. of Fish and Wildlife (WDFW), City of Raymond, Port of Willapa (Port), and NewFields to provide permit status updates, obtain required project information, and to clarify and address agency (Corps, National Marine Fisheries Service [NMFS], Ecology, WDFW) requirements for 401 Water Quality Certification (WQC), 408 coordination, CZMA consistency, and HPA.
- Prepared 401 WQC baseline application materials required by Ecology.
- Prepared Coastal Zone Management Act (CZMA) consistency documentation required by Corps and Ecology.
- Prepared and submitted WDFW Hydraulic Project Approval (HPA) application materials.
- Prepared draft agency review dredging plan, water quality monitoring plan, and technical memorandum requesting extended area of mixing required for project.

The permitting effort is near completion, and the following permitting tasks have been completed:

- Obtained State Environmental Policy Act (SEPA) Determination of Non Significance
- Obtained Shoreline Substantial Development Permit Exemption
- Obtained WDFW HPA
- Completed ESA consultation with NMFS
- Completed Section 408 coordination

#### **Schedule and Cost Variances**

Several new project elements have fallen outside the original project assumptions and deliverables that were anticipated in the original budget. Some examples include:



- The period of performance is more than double the 1-year period anticipated due to agency reviews and new agency requirements.
- Substantially greater than anticipated coordination was required to respond to agency requests and to obtain required information.
- Agencies required additional deliverables that were not included in the original scope of work, including 401 WQC application documentation, CZMA consistency documentation, 408 coordination, dredging plan, water quality monitoring plan, and technical memorandum requesting extended area of mixing required for project.

To minimize the impact to the currently authorized budget while responding to new agency requirements in a timely manner, L-E implemented several cost-saving measures:

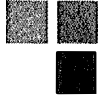
- Continued to work under our 2021 labor rate schedule.
- Minimized project management effort (e.g., no invoicing while working with agencies to define new permit requirements).
- Placed the project on “inactive” status while waiting for agency reviews or to receive required information.

Cost-saving measures allowed delivery of unbudgeted project requirements through the most recently submitted deliverables (CZMA consistency documentation, 408 coordination, dredging plan, water quality monitoring plan, and technical memorandum). However, additional effort will be required before we anticipate receiving the required permits from the Corps and Ecology.

## Remaining Tasks and Estimate

An additional time and materials (T&M) budget not to exceed (NTE) \$10,000 is proposed, which would provide roughly 70 hours of consulting effort to:

- Prepare final deliverables based on address agency comments (draft agency review dredging plan, water quality monitoring plan, and technical memorandum requesting extended area of mixing).
- Coordinate with Corps, Ecology, WDFW, City of Raymond, Port of Willapa (Port), and NewFields.
- Provide routine project management.



## Updated Fee Schedule

The services provided under this updated scope of work will be invoiced on a T&M basis. These projected costs and associated task order allocations are summarized in the table below.

### **Total Proposed Fees including Amendment**

<b>Proposed Time and Materials Fees<sup>1</sup></b>	<b>Total Budget</b>
Task 1: Project Management	\$2,740
Task 2: Environmental Permitting	\$22,190
Amendment 1	\$10,000
<b>TOTAL</b>	<b>\$34,930</b>

**Raymond Fire  
Department**

# Memo

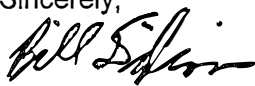
**To:** Council Members of the City of Raymond  
**From:** Fire Chief Bill Didion  
**Date:** April 6, 2023  
**Re:** Paramedic Training Program for Current Staff Members

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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.
  - e. If a course or required field time does conflict with the Member's normal workschedule, 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 1/60<sup>th</sup> 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:

**CITY OF RAYMOND, WASHINGTON**

**RESOLUTION NO. 1279**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RAYMOND, WASHINGTON, SCHEDULING A PUBLIC HEARING TO ACCEPT COMMENT ON THE VACATION OF A PORTION OF THE ALLEY IN BLOCK 22 OF THE SIXTH ADDITION TO RAYMOND, PACIFIC COUNTY, WASHINGTON**

**WHEREAS**, the City of Raymond received a petition to vacate the following:

The full width of that portion of the alley running North and South adjacent to Lots 2 through 15 of Block 22, Sixth Addition to Raymond, Pacific County Washington, between Juniper Street (formerly Alder Street) and Ash Street.

**WHEREAS**, the Raymond Municipal Code and Revised Code of Washington State require that a public hearing be held to accept comment on proposed rights-of-way vacations.

**NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Raymond, Washington:**

That a public hearing be held for this vacation petition on the 5<sup>th</sup> day of June 2023, at approximately 6:15 p.m. in Raymond City Hall.

**RESOLVED THIS 1<sup>ST</sup> DAY OF MAY, 2023.**

\_\_\_\_\_  
Dee Roberts, Mayor

Attest:

\_\_\_\_\_  
Kayla Macintosh, City Clerk/Treasurer





## TOVANI HART

April 28, 2023

Mayor Dee Roberts  
City of Raymond  
300 First Street  
Raymond, WA 98577

**RE: City of Raymond – City Hall / Emergency Services Center –  
Phase 1 Site Selection / Early Design Package – Rev1**

Dear Mayor Roberts,

We are pleased to present this proposal to you for the professional services for the above referenced project located in Raymond, WA. The City Hall / Emergency Services Center is planned as a, standalone building to be sited on to be determined parcel. Preliminary programming for the facility will replicate at a minimum the functions housed in the existing City Hall and existing Fire Station Facility. Site selection processes are still considering properties throughout Raymond without a final number of potential sites. Formal programming needs will be defined with City Staff participation and reviews. The following scope of work is based on the narrative above and is intended to be completed not later than Tuesday August 1, 2023.

### **Scope of Work:**

1. Create detailed room data sheets addressing preliminary programming as provided by City of Raymond.  
*Tovani Hart - 16 hours x \$165/hr.*
2. Meeting with City of Raymond to review preliminary programming. Create detailed room data sheets for all spaces. Define all room adjacencies through a bubble diagram effort. Coordinate an escorted site visit, in person, to all spaces listed in the program. Tovani Hart will photo document rooms, furnishings, stored materials and all equipment as basis of design for new building.  
*Tovani Hart - 36 hours x \$165/hr.*
3. Revise programming space list and all room data sheets reflecting all adjustments directed by City of Raymond team. Convert room data sheets into scale building blocks for use in workshop(s) (Charrette) led by design team.  
*Tovani Hart - 12 hours x \$165/hr.*

4. Preliminary Site Evaluation(s) –Tovani Hart will coordinate with Gray& Osborne to prepare preliminary layouts for City evaluation for up to six (6) sites. Evaluations will denote limited information including property set backs, location of utilities and grade changes/elevations that will impact the development of the property siting the new City Hall / Emergency Services Center and any other future planned City of Raymond considerations. *Note: Outcome will be to narrow sites down to one (1) for further detailed site evaluation. Civil Engineer Review, Geotechnical Engineer Review, Electrical Review, Environmental Review.*  
*Tovani Hart – 16 hours x \$165/hr.*
5. Detailed Site Evaluation –Tovani Hart will coordinate with Gray& Osborne to prepare preliminary layouts for City evaluation for one (1) site. *Civil Engineer Review, Geotechnical Engineer Review, Electrical Review, Environmental Review.*  
*Tovani Hart – 36 hours x \$165/hr.*
6. Workshop No.1: Meet in Raymond – location to be determined.
  - a. Present preliminary sites and site considerations (pros/cons)
  - b. Present preferred Site and selection criteria and potential impacts
  - c. Present space list and program.
  - d. Present images of major program spaces – use examples of similar spaces.
  - e. Break into minimum of two teams to develop design schemes. Using large scale site plan, cardstock rooms for all programmed spaces and 3-dimensional building blocks for all programmed spaces.
  - f. Team spokesperson presents developed scheme to entire team for review, comment and discussion.
  - g. Review and comment on presented schemes for design team to revise and clean up.*Tovani Hart - 32 hours x \$165/hr.*
7. Design team will revise Workshop developed schemes for use in Workshop No.2. Issue agenda for Workshop No. 2 for review and approval.  
*Tovani Hart - 32 hours x \$165/hr.*
8. Workshop No.2: Meet in Raymond – location to be determined.
  - a. Present refined site/floor plan schemes.
  - b. Review space list and program.
  - c. Review room relationships/site relationships
  - d. Break into minimum of two teams to comment on/revise design schemes. Using large scale site plan, cardstock rooms for all programmed spaces and 3-dimensional building blocks for all programmed spaces.
  - e. Present exterior design options including roof form, siding, window placement etc. Review City of Raymond design context. Discuss direction and identify any areas of refinement.*Tovani Hart - 24 hours x \$165/hr.*
9. Conceptual Design. Develop Site Plan, Floor Plans, Reflected Ceiling Plans, Roof Plan, Exterior Elevations and up to two (2) Renderings.  
*Tovani Hart - 60 hours x \$165/hr.*

10. Conceptual Design cost opinion.

*Tovani Hart - 4 hours x \$165/hr.*

11. Refine Final conceptual design option by consensus from Workshop team for presentation to City Council. Deliverable will include conceptual site master plan, floor plans, elevations, massing study and conceptual design cost opinion.

*Tovani Hart - 24 hours x \$165/hr.*

### Fees

The Not-To-Exceed (NTE) fee for this phase of work will be based on 292 hours and invoiced on a percent complete basis. The maximum fee will not be exceeded without your written consent.

Tovani Hart, PC	\$48,180
Gray & Osborne (Civil Engineering) Exhibit A	\$27,200
Case Engineers (Electrical Engineer) Exhibit B	\$5,060
Hultz- BHU (Mechanical Engineer) Exhibit C	\$6,000
PCS Structural Solutions (Structural Engineer) Exhibit D	\$3,000
Landau and Associates (Geotechnical Engineer) Exhibit E	\$5,000
Lewis/Cutler Construction (Cost Estimator) Exhibit F	\$2,950
<u>Tovani Hart, PC 10% Handling Fee</u>	<u>\$4,921</u>

### Total Early Design Package Fee

**\$102,311**

We have attempted to identify all potential components of the work. If other services are desired and are not included either within our proposal and/or are not specifically listed herein, then it is intended that we would request an Additional Service at the time the scope of work is defined and requested.

As always, please do not hesitate to call if you have any questions or require any additional information. We look forward to working with you.

If the above is acceptable please sign and date both copies and return one original to us. This will serve as our Notice to Proceed.

Respectfully,

Tovani Hart, PC



Trent Hart, AIA

AGREED AND ACCEPTED:

---

Mayor Dee Roberts, City of Raymond Date:

## **EXHIBIT “A”**

### **SCOPE OF WORK**

#### **CITY OF RAYMOND – CITY HALL & EMERGENCY SERVICES CENTER PHASE 1 – SITE SELECTION**

#### **PROJECT OVERVIEW**

The City of Raymond plans to construct a City Hall & Emergency Services Center as a single building on a site to be selected. Tovani Hart has been selected by the City as the Prime Consultant. Gray & Osborne is included on the project team to provide civil engineering services. Phase 1 of the Project includes Programming of the Building, Conceptual Design of the Building, Site Selection for placement of the Building, and assistance to the City regarding Funding of the Project.

#### **SCOPE OF WORK**

Gray & Osborne proposes to provide the following engineering services to assist Tovani Hart in site selection and funding assistance.

##### **Task 1 – Project Management**

This work will include managing schedule and budget for the project and communication with Tovani Hart and City of Raymond Staff.

##### **Task 2 – Site Evaluation and Selection**

Prepare preliminary site layouts for evaluation of feasibility of sites and selection of the preferred site alternative by the City.

1. Preliminary Site Evaluation to include up to six (6) sites in the City of Raymond.
2. Preliminary Site Evaluation to include parcel ownership, site access, site circulation for pull through fire department vehicles and apparatus, building placement, and on-site parking. Prepare AutoCAD exhibits overlaid on aerial photos to assist in evaluation of sites.
3. Based on Preliminary Site Evaluation, select one (1) site for further evaluation and Site Selection. Site Selection to include layout of utilities, property encumbrances, frontage improvements, stormwater detention and treatment, City code requirements for site development, site circulation for fire department, and potential impacts to adjacent properties. Prepare AutoCAD exhibits overlaid on aerial photos to depict site layout and vehicle turning movements to assist in selection of a preferred site. Prepare preliminary cost estimates for site development and utilities for the evaluated sites.

### **Task 3 – Funding Assistance**

Prepare memo for City to include potential funding sources for design and construction of City Building and Site Improvements Project. Memo to include contacts, application processes and timing for each potential funding source.

### **BUDGET**

Based on the Scope of Work described above, the total estimated cost for engineering services is **\$27,200** as shown in the attached Exhibit B.

## EXHIBIT "B"

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Raymond - City Hall & Emergency Services Center - Phase I Site Selection*

Tasks	Principal/ Project Manager Hours	Project Engineer Hours	Environ- mental Specialist Hours	AutoCAD Technician Hours
1 Project Management	12			
2 Evaluation of Sites	20	56		48
3 Funding Assistance	4		24	
Hour Estimate:	36	56	24	48
Estimated Fully Burdened Billing Rate:*	\$226	\$174	\$164	\$106
Fully Burdened Labor Cost:	\$8,136	\$9,761	\$3,936	\$5,088

Total Fully Burdened Labor Cost: \$ 26,921

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current \$ 279

**TOTAL ESTIMATED COST: \$ 27,200**

\* 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.



April 27, 2023

Trent Hart  
Tovani Hart  
609 A Columbia St SW  
Olympia, WA 98501

*EXHIBIT B*

**Subject:** City of Raymond -- Fire Station & City Hall Conceptual Design

Thank you for the opportunity to submit our proposal for the subject project. Reference is made to your request for Electrical Engineering and Design services for the City of Raymond facility via email dated April 27, 2023.

Our understanding of the scope of services is as follows:

1. Provide Electrical and Low Voltage input and coordination for plan options in process by Tovani Hart (TH). Input from Case will provided for programming meetings TH will conduct with the County.
2. Verification of the existing electrical services to the existing City Hall building. Input into conceptual site plan to include proposed route(s) for power and low voltage systems.
3. Preliminary load study to include mechanical equipment and miscellaneous power requirements.
4. Input on electrical room requirements, including panel locations within the facility.
5. Preparation of coordinated preliminary power, lighting and low voltage conceptual plans. (We are assuming fire alarm and data/voice, to be confirmed.)
6. Coordination and preparation of preliminary mechanical power plans.
7. Preparation of a conceptual level electrical cost opinion.
8. Attendance to one (2) remote design team meetings.

Our scope does not include the following:

1. 30-day demand metering.
2. Energy code compliance. (Phase 2 function.)
3. Fire alarm system design. Fire alarm shall be Bidder Designed and a product of Phase 2 documentation. We will address fire alarm in concept as noted above.
4. Security system design.
5. Access Control system design.
6. CCTV system design.
7. Data/Voice system design.
8. TV distribution system design.
9. Intercom/paging/clock system design.
10. Audio Visual systems design.

We propose that our work be accomplished for the following amounts:

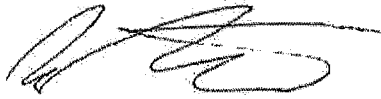
**Conceptual Design** **\$5,060**

Direct expenses associated with travel, deliverables and document reproduction (printing, binding, etc) will be billed at cost plus 10% for Administration.

A Case Engineering invoice will be prepared monthly . Purchaser will pay Case Engineering for each Case Engineering invoice within 60 days of invoice date. Purchaser will not withhold retention.

The proposal price includes only insurance coverage that is applicable to this scope of work and that Case Engineering currently has in place.

CASE ENGINEERING, P.S.



Sam DeLaughter  
Project Manager

Proposal Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_

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



# HULTZ BHU

e n g i n e e r s i n c

April 27, 2023

Tovani Hart  
609A Columbia Street SW  
Olympia, WA 98501

*EXHIBIT C*

Attention: Trent Hart

Subject: **City of Raymond – City Hall**  
Mechanical Engineering Services Proposal (Revised)

Dear Trent:

Thank you for the opportunity to work with you on this project.

### Project Description

New City Hall and Fire Station building for the City of Raymond. This phase is the concept design phase to develop project costs, determine building systems, building size, various room sizes, equipment sizes, and related concept information.

### Scope of Services and Fee

Provide mechanical engineering for the project; covering the project's HVAC, plumbing, and fire suppression systems. Work includes:

- Meeting(s) with you and the City to review City project requirements and goals
- Meeting (s) with you to confirm mechanical needs
- Review of code requirements
- Develop concept mechanical approaches to meet project requirements
- Coordination with you and design team members
- Prepare cost estimate for mechanical

Our deliverables would be a narrative of the narrative of conceptual new mechanical systems and a concept mechanical HVAC drawing.

We propose to provide our services on a lump sum fee basis, for: \$ 6,000

Sincerely,  
**Hultz|BHU Engineers Inc.**



Rick Hultz, PE  
Principal



Seattle	1011 Western Avenue, Suite 810   Seattle, WA 98104   206.292.5076
Tacoma	1250 Pacific Avenue, Suite 701   Tacoma, WA 98402   253.383.2797
Portland	101 SW Main Street, Suite 280   Portland, OR 97204   503.232.3746
www.pcs-structural.com	

April 27, 2023

EXHIBIT D

Tovani Hart  
609 A Columbia St. SW  
Olympia, WA 98501

ATTN: Trent Hart

RE: *Raymond City Hall Concept Study*

Dear Trent:

Thank you for this opportunity to propose our Structural Engineering services for the Raymond City Hall Concept Study.

SCOPE OF SERVICES

We will provide preliminary structural analysis and recommendations for various design concepts provided by Tovani Hart. The purpose of the concept study is to identify potential structural systems and assist with cost estimation. In addition, we will coordinate foundation design requirements with the geotechnical engineer.

We estimate our fee for this project will be **\$3,000**. Billing will be on a percentage of completion basis. The fee amount may be modified only with prior written approval if the scope of services is changed.

Thank you for this opportunity to be of continued service. If there are any questions regarding this proposal, please feel free to call. We look forward to hearing from you.

Very truly yours,

PCS STRUCTURAL SOLUTIONS

Jeff Klein, S.E.  
Principal

JADmap

Accepted by:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

\*see attached Contract and Terms and Conditions



Seattle | 1011 Western Avenue, Suite 810 | Seattle, WA 98104 | 206.292.5076  
Tacoma | 1250 Pacific Avenue, Suite 701 | Tacoma, WA 98402 | 253.383.2797  
Portland | 101 SW Main Street, Suite 280 | Portland, OR 97204 | 503.232.3746  
[www.pcs-structural.com](http://www.pcs-structural.com)

## AGREEMENT FOR STRUCTURAL ENGINEERING SERVICES

SEATTLE OFFICE  
Tel: 206.292.5076 Fx: 206.467.7788

TACOMA OFFICE  
Tel: 253.383.2797 Fx: 253.383.1557

PORTLAND OFFICE  
Tel: 503.232.3746

Client Name: Tovani, Hart  
Attn: Trent Hart  
Address: 609 A Columbia St. SW  
Olympia, WA 98501  
Phone: (360) 339-8274 Fax: \_\_\_\_\_  
Job No: \_\_\_\_\_  
Project: Raymond City Hall Concept Study  
Location: Raymond, WA

PCS Structural Solutions, Inc. and the client identified above agree as follows:

### SCOPE OF SERVICES:

Per attached proposal letter dated April 27, 2023.

### FEE ARRANGEMENT:

- To be billed **HOURLY** per the attached proposal dated \_\_\_\_.
- We **ESTIMATE** the total cost of the Structural Engineering services on the project to be per the attached proposal dated **April 27, 2023**. We will not exceed this estimate without your prior written approval if the scope of services is changed.
- The **FIXED FEE** for the Structural Engineering services on the project will be per the attached proposal dated \_\_\_\_\_. Billing will be on a percentage of completion basis. The fixed fee may be modified only with the client's prior written approval if the scope of services is changed.

### BILLINGS/PAYMENTS:

- Payment is due upon receipt of the completed structural report, calculations and/or drawings.
- Invoices will be submitted monthly. Payments are due within 30 days of the date of each invoice. Amounts unpaid 60 days after the invoice date are subject to a monthly service charge of 1.0% on the unpaid balance.

### SPECIAL CONDITIONS:



## TERMS AND CONDITIONS

This schedule of TERMS AND CONDITIONS is part of the AGREEMENT FOR STRUCTURAL ENGINEERING SERVICES between PCS Structural Solutions, Inc. ("PCS") and Tovani Hart ("Client") concerning the project identified as Raymond City Hall Concept Study ("the Project"). THE AGREEMENT FOR STRUCTURAL ENGINEERING SERVICES, including this schedule of TERMS AND CONDITIONS is referred to as "this Agreement."

**STANDARD OF CARE:** PCS will perform its services in a manner that is consistent with the degree of care and skill prevailing amongst other structural engineers performing services in Washington under similar circumstances.

**OWNERSHIP OF DOCUMENTS:** All documents produced by PCS under this Agreement shall remain the property of PCS and may not be used by Client for any other endeavor without the written consent of PCS. Client releases and shall defend and indemnify PCS and its personnel against claims arising out of Client's unauthorized use of the documents.

**CLIENT FURNISHED INFORMATION:** PCS is entitled to rely upon the completeness and accuracy of information and documents pertinent to the Project furnished by or on behalf of Client.

**GEOTECHNICAL INVESTIGATION:** PCS will not perform a geotechnical investigation. PCS recommends that Client engage a geotechnical engineering consultant to perform a geotechnical investigation to determine subsurface soils conditions and foundation criteria and to issue a report. If Client does not furnish a geotechnical report, PCS will assume that the provisions of Chapter 18 of the 2018 International Building Code (IBC) shall apply and will base the design on that assumption. If Client does not furnish a geotechnical report, Client shall release PCS from, and shall defend and indemnify PCS against, all claims, liabilities, losses, damages and costs related to or arising out of adverse building performance resulting from soils conditions that do not meet the design criteria assumed by PCS in accordance with this provision.

**EXISTING CONDITIONS:** Unless specifically stated otherwise in this Agreement, PCS has no responsibility to discover conditions in an existing structure that are not visible to the naked eye without removing existing finishes or elements. Client acknowledges that hidden conditions could have a significant impact on the scope of services required and on the scope of the Project.

**HAZARDOUS MATERIALS:** PCS has no responsibility for the discovery, presence, handling, removal or disposal of, or for the exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**CONSTRUCTION PHASE:** The structure will be designed to resist code required vertical and lateral forces after the construction of all structural elements has been completed. Stability of the structure prior to completion is the responsibility of the Client's construction contractor. PCS shall not be responsible for means, methods, procedures, techniques, or sequences of construction. PCS shall have no responsibility for job site safety or for safety programs in connection with the construction. PCS shall have no responsibility for any failure on the part of any construction contractor to carry out the work in accordance with the construction documents. Unless specifically stated otherwise in this Agreement, PCS will not perform inspection services during construction. If the services include review of shop drawings or other submittals, the review is conducted for the limited purpose of checking for conformance with the information given and the design intent expressed in the structural drawings and not for the purpose of determining the accuracy or completeness of dimensions, quantities or details for installation. PCS is entitled to rely upon the completeness and accuracy of the services, certifications and approvals performed or provided by design professionals whose professional seals appear on shop drawings or other submittals.

**TERMINATION:** This Agreement may be terminated by Client or by PCS should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay PCS for all services performed up to the date of termination. If Client fails to make payments to PCS in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at PCS's option, cause for suspension of performance of services under this Agreement. In the event of a suspension in accordance with this provision, PCS shall have no liability for costs and/or damages associated with the suspension, and the PCS's compensation and the schedule for performance shall be equitably adjusted if the services are resumed.

**MUTUAL WAIVER OF SUBROGATION:** To the extent damages are covered by insurance carried by or for the benefit of PCS, PCS waives all claims for damages against Client and its personnel unless such a waiver is prohibited by the applicable insurance policy or policies. To the extent damages are covered by insurance carried by or for the benefit of Client, Client waives all claims for damages against PCS and its personnel unless such a waiver is prohibited by the applicable insurance policy or policies.

**INDEMNIFICATION:** To the fullest extent permitted by law, Client shall defend and indemnify PCS and its principals and employees against all claims, damages, liabilities and costs (including attorney fees and expert witness fees) arising out of or related to the performance of, or the subject matter of, this Agreement except to the extent caused by the negligence or intentionally wrongful act of PCS. Client is not required to defend or indemnify PCS or its principals or employees against claims, damages, liabilities or costs that are caused by the sole negligence of PCS or its principals or employees. In the event that claims, damages, liabilities and/or costs are caused by the concurrent negligence of Client on the one hand and PCS or its principals or employees on the other, Client's obligation to defend and indemnify is limited to the extent of Client's negligence.

**MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** Client and PCS waive consequential damages against each other for claims or disputes arising under or related to this Agreement.



**DISPUTE RESOLUTION:** Any dispute between Client and PCS that has not been resolved by direct discussions shall be submitted to mediation as a prerequisite to litigation. Unless Client and PCS agree otherwise, mediation shall be commenced and administered in accordance with the Construction Mediation Rules of the American Arbitration Association in effect at the time the mediation is commenced. If litigation is commenced by either party before the mediation procedure required by this provision has been completed, the litigation shall, on the motion of the other party, be dismissed. The exclusive venue for any litigation arising under or related to this Agreement shall be Pierce County, Washington, Superior Court. Litigation of any claim or dispute between Client and PCS arising out of or related to this Agreement must be commenced within three years of the date on which PCS last performs significant services under this Agreement. This Agreement shall be governed by and interpreted under the internal laws of the State of Washington.

**THIRD PARTIES:** Nothing contained in this Agreement shall create rights in favor of, a contractual relationship with or a cause of action in favor of any person or entity not a party hereto. Neither Client nor PCS may assign this Agreement or any rights arising under it to any third party, either during performance or after performance, without the written consent of the other.

**LIMITATION OF LIABILITY:** Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that Client may recover against PCS and its personnel to the amount of ten times the compensation paid by Client for services performed pursuant to this Agreement. The types of claims to which this limitation applies include, without limitation, claims based on negligence, professional malpractice, professional errors or omissions, breach of contract, indemnity, contribution, breach of implied warranty and breach of expressed warranty.

**ENTIRE AGREEMENT:** This Agreement represents the entire agreement between Client and PCS and supersedes all prior and contemporaneous written and unwritten negotiations, representations, commitments or agreements.

**OFFERED BY:**

Jeffrey S. Klein  
Signature

April 27, 2023  
Date

Jeff Klein, S.E./Principal  
Printed Name/Title

PCS STRUCTURAL SOLUTIONS, Inc.

**ACCEPTED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Name of Client/Company



April 27, 2023

Mr. Trent Hart  
Tovani Hart  
609A Columbia Street SW  
Olympia, WA 98501

EXHIBIT E

Transmitted via email to: [trent@tovanihart.com](mailto:trent@tovanihart.com)

**Re: Proposal for Geotechnical Engineering Services  
New Raymond City Hall  
Raymond, Washington**

Dear Mr. Hart:

Landau Associates, Inc. (Landau) is pleased to submit this proposal for geotechnical engineering services in support of the New Raymond City Hall project in Raymond, Washington.

Landau understands that six potential sites will be considered for location of the New City Hall project, which includes a new fire station (an essential facility). Landau will support the project team during pre-bond site selection. The site is anticipated be located within lowland portions of City limits, which are comprised of compressible and liquefiable soils.

## **Proposed Scope of Services**

### **Baseline Services**

- Review readily available geologic maps and geotechnical reports for the sites and surrounding areas.
- Attend two in-person team meetings in Raymond.
- Provide via email a list of geotechnical pros and cons for each site, based on desktop review and site observations.
- For the selected site, provide a qualitative evaluation of soil liquefaction and lateral spreading risk and magnitude based on 2018 IBC requirements.
- For the selected site, provide a qualitative evaluation of foundation or ground improvement type and depth that is likely required to meet seismic design requirements.
- Provide a summary email detailing the most likely foundation support system, including a depth range that could only be more accurately assessed by completing on-site geotechnical exploration.

### **Optional Task - Geotechnical Exploration**

If needed because the upper estimated depth range and associated costs do not meet project objectives:

- Coordinate and subcontract two geotechnical explorations (CPT Soundings) to a depth of 100 ft (each) below ground surface on the selected site.
- Complete two days of preliminary geotechnical engineering to further assess foundation type and depth.
- Prepare a brief executive summary letter, with an attached site plan and geotechnical exploration logs.

## Assumptions

Landau made the following assumptions when preparing this scope of services and cost estimate:

- If the anticipated foundation system is piling, pre-bond cost estimates will be completed by others.
- If the selected foundation system is ground improvement, Landau will assist in obtaining unit cost information from a ground improvement contractor. All pre-bond cost estimates, including those for shallow foundations that would sit atop the ground improvement, will be completed by others.
- This proposal is for pre-bond geotechnical support. Additional geotechnical explorations, analysis, and reporting will be required to support project design.

## Budget and Terms

Services will be provided on lump sum basis in accordance with the attached General Conditions. Landau's fee for baseline services is \$5,000. Landau's fee for the optional task is \$22,000. To authorize Landau's services, please sign in the space provided on page 3 and return a complete copy of this proposal.

## Schedule

Landau will adjust its schedule for baseline services to meet your needs. Landau's timeline for the optional task is estimated to span 6 to 8 weeks from NTP.

## Closing

We appreciate the opportunity to submit this proposal and anticipate its favorable review. If you have questions or comments, please contact the undersigned at (360) 791-3178 or at [cmccaughan@landauinc.com](mailto:cmccaughan@landauinc.com).



Calvin McCaughan, PE  
Principal

CAM/

[X:\C\_RAYMOND\GEOTECHNICAL PROPOSAL\_RAYMOND CITY HALL.DOCX]

## AUTHORIZATION

The scope of services and contractual conditions as described in this proposal and its attachments are accepted and Landau Associates, Inc. is authorized to proceed.

By \_\_\_\_\_  
Signature\* Printed

For \_\_\_\_\_  
Firm\* Date

\*Name of person with contractual authority and firm responsible for payment of Landau Associates, Inc. billing.





**SERVICES TO BE PROVIDED** – Landau Associates agrees to provide Client, for Client’s sole benefit and exclusive use, the consulting services identified in Landau Associates’ proposal (the Services). The proposal, together with these general conditions, form the Agreement under which the Services will be performed and shall have control over any other forms or agreements unless expressly modified in writing and signed by Client and Landau Associates. This Agreement gives no rights or benefits to anyone other than Client and Landau Associates. The Services are limited to those expressly set forth in the proposal. If a service is not specifically identified, it is expressly excluded. Landau Associates shall have no other obligations, duties, or responsibilities except as expressly provided in this Agreement. Client expressly agrees that Landau Associates shall have no responsibility for construction means, methods, or safety.

**DIFFERING CONDITIONS** – Landau Associates shall be entitled to rely on the accuracy and completeness of all testing, services, reports, data, and other information furnished by Client regarding the project site. If Landau Associates believes that any condition encountered at the site or during the course of the project is inaccurate or differs materially from that indicated, reflected, or referred to at the time of Landau Associates’ proposal, Landau Associates shall notify Client within a reasonable time. Such differing conditions shall include but are not limited to: access, physical conditions such as subsurface conditions or underground utilities, condition of existing structures, and the presence of asbestos or any substance or material categorized as hazardous or toxic by federal, state, or local laws and regulations. Landau Associates shall not be required to continue performing the Services until such time as a change in compensation, time for performance, and/or other resolution of the differing condition has been mutually agreed to by Client and Landau Associates.

**OWNERSHIP OF DOCUMENTS** – Unless otherwise agreed as evidenced by mutual written confirmation, all logs, notes, calculations, reports, and other documents (“Work Product”) prepared by Landau Associates are instruments of service and are the property of Landau Associates. Client is responsible for appropriate use of the Work Product and recommendations by Landau Associates. Any and all such Work Product and recommendations are provided for the specific project(s), as Identified; any reuse of the same for extensions of a project, or disregard for or deviation from Landau Associates’ recommendations, or for use on any other project, shall be at Client’s sole risk and without liability to Landau Associates. Client shall not, absent prior written agreement, use any Landau Associates Work Product if Landau Associates’ Services have been terminated prior to completion or Landau Associates has not been paid in full. Client shall release, defend, indemnify, and hold Landau Associates harmless from all claims, losses, liabilities, damages, expenses, and costs arising out of the unauthorized use or reuse of the Work Product.

**STANDARD OF CARE** – Landau Associates’ services will be performed with the degree of skill and diligence normally employed by engineering or other professionals performing similar services in the project area at the time Services are performed. Landau Associates represents and warrants that the Services: (1) conform in all material respects with the specifications contained in this Agreement or a related work order; (2) are performed using personnel that have the requisite knowledge, training, skills, experience, qualifications and resources necessary to provide and perform the Services; (3) are performed in accordance with the then prevailing applicable laws; (4) are performed in a prompt, diligent and professional manner consistent with industry standards and practices; and (5) do not infringe any patent, trademark, trade secret, or trade name. No other warranty or representation, either express or implied, is included or intended in our proposals, contracts, reports, and communications.

**INSURANCE** – Landau Associates, at its own expense, carries professional liability, workers’ compensation, and employer’s liability coverage as required by applicable state law, and general liability insurance, including automobile liability. The amount of insurance available may vary from year to year. The professional liability insurance is written on a claims-made basis. If Client desires insurance coverage in addition to that carried by Landau Associates at the time of the Agreement, Landau Associates will cooperate to obtain such additional insurance, if available, at Client’s expense.

**LIMITATION OF LIABILITY – NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

For services involving subsurface explorations including excavations and drilled borings, Landau Associates will use good-faith efforts to identify subsurface utilities and structures through the following methods: Review of Client-provided information (which Landau Associates shall be entitled to rely on), notifying the Utility Notification Center to request the marking of public utilities, and contracting with private locating services to mark private utilities and public utilities not marked on private property by utilities responding to the Utility Notification Center location request. Landau Associates shall not be liable for damage to utilities or other subsurface structures not identified through its good-faith efforts, including, but not limited to, non-conductible utilities that cannot generally be located using standard locating techniques.

**PERSONAL LIABILITY** – No employee of Landau Associates shall incur personal liability to Client related to the Services.

**INDEMNIFICATIONS** – Client acknowledges that Landau Associates is not responsible for the creation or presence of contamination or pollution, if any, at the property. Client agrees to release, indemnify, and defend Landau Associates and any of its officers and employees from and against any claim, suit, action, or liability due to or related to contamination conditions at the property except to the extent such claim, suit, action, or liability is caused by the negligence of Landau Associates. Landau Associates shall indemnify, defend and hold Client harmless from and against any claim, demand, action, penalty or liability (including defense or settlement costs and reasonable attorneys’ fees) (“Claim”) to the extent the Claim is caused by (a) Supplier’s breach of this Agreement, (b) the negligence acts, negligent omissions, negligent fault or willful misconduct of Supplier, its employees or agents. For the purposes of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release, or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, surface water, or sediment of or near the property. Landau Associates will promptly notify Client of contamination conditions, if identified.

**SITE SUPERVISION** – Landau Associates has no overall supervisory authority or actual and/or direct responsibility for the specific working conditions at the site and/or for any hazards resulting from the actions of any trade contractor. Unless expressly provided in the scope of services, Landau Associates has no duty to inspect, supervise, note, correct, or report any health or safety deficiencies of Client, contractors, or other entities or persons at the project site not employed or subcontracted by Landau Associates.

**PAYMENT** – Invoices for Landau Associates' services will be issued monthly, payable within 60 days of receipt. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 60 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred by Landau Associates in collecting any delinquent amount shall be paid by Client. If the Client fails to pay any invoice within sixty (60) days of the invoice date and such failure continues fifteen (15) days after Landau Associates gives Client notice of such failure, Landau Associates shall have the right to immediately terminate this Agreement and the Services provided hereunder. The right to terminate shall be without liability to Landau Associates and shall be in addition to all other legal, equitable, or contractual remedies available to Landau Associates. Client shall have no right of setoff against any billings of Landau Associates for disputed claims or withholding of services. Amounts owing to or payable by either party under this Agreement shall be deemed finally reconciled on the first anniversary of the date of delivery and any outstanding rights of either party to receive overpayments or under payments including rights to unclaimed credits or refunds shall expire on such date.

**SUSPENSION OR TERMINATION** – If Client requests suspension or termination of our services prior to completion, Landau Associates reserves the right to complete such analyses and records as are necessary to place the files in order, and, when necessary to protect our professional reputation, to complete a report on the services provided to date. Client shall compensate Landau Associates for personnel time and all reasonable expenses at current rates for work completed prior to suspension or termination and for work required to accomplish such closing.

**TIME BAR TO LEGAL ACTION** – The parties agree that all legal actions by either party against the other concerning the Services provided under this Agreement shall be barred two (2) years after the completion of Services by Landau Associates.

**GOVERNING LAW** – This Agreement shall be governed by Washington law unless otherwise mutually agreed upon in writing.

**SEVERABILITY AND SURVIVAL** – In the event that any provision of this Agreement shall be held invalid and unenforceable by a decision of a court of competent jurisdiction, the remaining provisions shall be valid and binding. All terms of this Agreement allocating or limiting liability shall survive the completion of the Services hereunder and the termination of this Agreement.

# LEWIS/CUTLER CONSTRUCTION, INC.

P.O. Box 11879 · Olympia, WA 98508 · Phone (360) 866-1711 · Fax (360) 866-1233 · LEWISCI926CA

April 26, 2023

EXHIBIT F

**Tovani Hart**  
609A Columbia Street SW  
Olympia, WA 98501

Attn: Mr. Trent Hart

Re: **City of Raymond – City Hall/Emergency Services Center Phase 1**

Mr. Hart:

We appreciate the opportunity to provide you with a proposal for Cost Estimating associated with the City of Raymond – City Hall/Emergency Services Center Phase 1. Please see our fee proposal below:

**Cost Estimate Fee:**

Our cost to prepare cost estimate is **\$2,950.00**

This includes one site visit to Raymond, one meeting with Tovani Hart held locally in their Olympia office to review project scope (and particulars prior to cost estimating) cost estimate incorporating other consultant cost estimates and cost revisions after estimate review. The estimate we provide will include: Estimate Summary, Estimate Details, any Specific Clarifications and optional items under consideration.

Thank you for the opportunity to provide you with this proposal. If you have any questions or concerns, please don't hesitate to contact me at (360) 561-3762.

Sincerely,  
**Lewis/Cutler Construction, Inc.**



**Tracy L. Cutler**  
Vice President

**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 19<sup>th</sup> (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 17<sup>th</sup> 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 17<sup>th</sup> DAY OF APRIL 2023 AND PASSED THIS 1<sup>ST</sup> DAY OF MAY 2023.**

---

Dee Roberts, Mayor

Attest:

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Kayla Macintosh, City Clerk/Treasurer