



# Elma City Council Meeting

Tuesday, February 22, 2022 – 6:00 PM

Zoom Virtual Meeting

## Agenda

Zoom Meeting Link: <https://us02web.zoom.us/j/9719507224?pwd=TVg4YkpmZUFLTjVjWktOcFJJVmQxUT09>

Meeting ID: 971 950 7224

Passcode: Elma

To join by phone: 1-253-215-8782 US (Tacoma)

Meeting ID: 971 950 7224

Passcode: 379551

Find your local number: <https://us02web.zoom.us/j/9719507224?pwd=TVg4YkpmZUFLTjVjWktOcFJJVmQxUT09>

### Call to Order

### Pledge of Allegiance

### Roll Call:

Councilmembers Miller, Heater, Cooper, Collette, and Mayor Sorensen

Staff: Chief Shultz, Jim Starks, Wendy Collins, Chief Fulbright, Joe Chrystal, Rick Hughes, Dee Depoe, Jillanna Bickford

### Citizen Comment

(Please limit to 3 minutes)

### Consent Agenda

Approval of Minutes: February 7, 2022

Approval of Claims: February 2022 Approval of Claims in the amount of \$111,040.65. Approval of Claim in the amount of \$333.03 from Andy's Parts & Service, Totaling \$111,373.68. Approval of Claims for the January handwritings totaling \$187,028.54-Claims #56748-56773.

Approval of Payroll: January 2022 – Check # 43688-43717, including EFT's, in the amount of \$197,127.78

### Presentation:

### New Business

- |  |                        |
|--|------------------------|
| 1. Permission to bid the N 12 <sup>th</sup> Steet Water & Street Improvement Project | Discussion and Action  |
| 2. Draft RFQ for a Project Manager   | Discussion and Action  |
| 3. Chehalis Tribal Jail Service Agreement  | Discussion and Action  |
| 4. Elma Chamber Parade Route Street Closure Approval for May 29 <sup>th</sup>        | Discussion and Action  |
| 5. Police Remodel Design – Harbor Architects   | Discussion             |
| 6. Real LeBeuf RV Park at 4722 State RT 12   | Explanation/Discussion |

### Ordinances and Resolutions

None.

The City of Elma Council reserves the right to take action on any item placed on the agenda regardless of the manner in which it is stated.

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.

The City of Elma is an equal opportunity provider and employer.

La ciudad de Elma es un proveedor de igualdad de oportunidades y el empleador.



# Elma City Council Meeting

Tuesday, February 22, 2022 – 6:00 PM

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## Agenda

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### Old Business

1. Laurie Bremer & Jodi Indrebo Shared Meter

Update and Discussion

### Committee Reports.

Parks & Public Works: Miller, Collette, Starks

Public Safety: Cooper, Heater, Shultz

Finance: Collette, Whipple-Boling, Collins

Tourism: Heater

Capital Facilities: Cooper, Whipple-Boling, Starks, Chrystal

### Staff Reports

Jim Starks, Public Works Director

Susan Shultz, Police Chief

Wendy Collins, Clerk-Treasurer

Richard Hughes, City Attorney

Joe Chrystal, Building Inspector

Adam Fulbright, Fire Chief

Dee Depoe, Librarian

Jillanna Bickford, Elma Chamber

### Other Reports

### Citizen Comment

### Council Reports

### Mayor's Report

### Executive Session

Pursuant to RWC 24.30.110 to discuss potential litigation with legal counsel

### Next Meeting

City Council Meeting, 6:00 PM on March 7, 2022.

### Adjourn

Adjournment

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## **ELMA CITY COUNCIL MEETING**

**February 7, 2022**

**6:00 P.M. ON ZOOM**

### **CALL TO ORDER AND PLEDGE OF ALLEGIANCE:**

Mayor Sorensen called the February 7, 2022 City Council Meeting to order. All stood for the Pledge of Allegiance.

### **CALL TO ORDER AND ROLL CALL:**

Wendy Collins called roll. Mayor Sorensen, Josh Collette, Mike Cooper, John Heater, Pat Miller, and Attorney Rick Hughes is excused from the meeting tonight.

### **CONSENT CALENDAR:**

**Approval of consent calendar February 7, 2022. Approval of minutes January 20, 2022 and January 24, 2022. Approval of claims December 2021 (Open Period) totaling \$75,763.95 and January claims \$327,715. 42. Motion made by Pat Miller seconded by Josh Collette. Council members Josh Collette, Mike Cooper, and Pat Miller voted in favor John Heater abstained. Motion carried.**

### **COMMITTEE REPORTS**

Public Works-Jim Starks reported to council that himself and Pat Miller had a phone meeting regarding the shared meter issue that has come up in the last couple of months and will send council and the Mayor the resolutions and memo regarding the shared meter policy by the next meeting. Jim Starks also informed council that he just received the 100 % plan set for 12<sup>th</sup> St. reconstruction and water main project. Jim Starks has also informed council that the back-up treatment plant operator has turned in her resignation and moving away.

Public Safety-Mike Cooper informed council that they have not met due to unforeseen circumstances.

Finance-Josh Collette informed council the committee met on the 24<sup>th</sup> and didn't have anything to report.

Parks-Josh Collette informed council that they are going to be meeting on Thursday.

Tourism-Informed council he had the opportunity to join in on the board meeting. There will be some exciting events coming.

### **STAFF REPORTS**

Jim Starks informed council there was a request from Little League to place a storage box at the park for their equipment. Attorney Rick Hughes felt that it was a low risk to allow Little League



to store their equipment at the park and advised that the Little League needs to provide insurance.

Chief Shultz-Chief Shultz informed council that the Elma PD will training the 9MM for the month of March and transfer over in April. Chief also informed council that the officers were able to locate an individual who was breaking windows all over town and waiting to see the judge. Chief also informed council that she had sent council and Mayor the newest architectural design.

Wendy Collins-Informed council that the new software has been installed and training will begin.

Dee Depot-Reported to council the circulation is up about 20,000 from the year before and more families are coming in.

Elma Chamber-Informed council Grays Harbor Raceway requested the Elma Chamber do a parade in May. The Elma Chamber is expanding the Friday Market.

### **COUNCIL REPORTS**

Pat Miller-Inquired about the status of the Elma Theatre. Jim Starks informed council that they are still working through the demolition issues.

### **PRESENTATION BY CONGRESSMAN DEREK KILMER**

Mayor Sorensen introduced Congressman Derek Kilmer. Congressman Kilmer gave a presentation to Mayor Sorensen.

### **CITY COUNCIL VACANCY INTERVIEW POSITION #2**

Mayor Sorensen opened the discussion regarding the replacement council interviews. Council and Wendy Collins discussed the rules and the format for choosing a replacement council member. First up Jacob Borden, second Bethany Whipple-Boling, and lastly Ron Woodman. Council members asked 4 of the same questions to each of the 3 candidates.

### **EXECUTIVE SESSION RCW 42.30.110(1)h**

Mayor Sorensen called for an executive session at 7:20 p.m. for 15 minutes. Mayor Sorensen, Attorney Rick Hughes, and council returned from executive session at 7:35 p.m. Mayor Sorensen thanked all 3 candidates for applying for the replacement council position #2. Mike Cooper nominated Bethany Whipple-Boling to fill the vacant position #2 on the Elma City council seconded by Josh Collette. Roll call was taken. All council members present.

### **OATH OF OFFICE**

Mayor Sorensen gave the Oath of Office to Bethany Whipple-Boling.

### **CITY COUNCIL COMMITTEE APPOINTMENTS**

Mayor Sorensen opened the discussion regarding the city council committee appointments. Council had discussions regarding this topic. **Josh Collette made a motion to set city council committees as follows:**

**Public Safety-John Heater, Mike Cooper**

**Parks and Public Works-Pat Miller, Jim Starks, Josh Collette**

**Capital Facilities-Mike Cooper, Bethany Whipple-Boling**

**Finance-Wendy Collins, Josh Collette, Bethany Whipple-Boling**

**Tourism-John Heater**

**Mike Cooper seconded all council member voted in favor. Motion carried.**

Josh Collette suggested updating polices, and codes. Council had discussions regarding this topic. Mike Cooper informed council that updating polices and codes are typically the responsibility of the finance committee. The finance committee agreed to take on the tasks of updating the codes and polices.

### **ELMA CHAMBER REIMBURSEMENT-TRAVELERS COMPANION ADVERTISING**

Mayor Sorensen opened the discussion regarding the Elma Chamber reimbursement-Travelers Companion advertising. Jillana Bickford for the Elma Chamber requested \$155.00 reimbursement. **Pat Miller made a motion to reimburse the Elma Chamber for \$155.00 seconded by Josh Collette. All council members voted in favor. Motion carried.**

### **ELMA CHAMBER FUND TRANSFER REQUEST**

Mayor Sorensen opened the discussion regarding the Elma Chamber fund transfer request. **Josh Collette made a motion to transfer \$155.00 at the request of Elma Chamber seconded by Pat Miller. All council members voted in favor. Motion carried.**

### **XPRESS BILL PAY AGREEMENT**

Mayor Sorensen opened the discussion regarding the Xpress Bill Pay agreement. Wendy Collins informed council that this software works in unison with the new Springbrook software. **Josh Collette made a motion to authorize the agreement seconded by Mike Cooper. All council members voted in favor. Motion carried.**

### **POLICE DEPARTMENT REMODEL PLAN**

Mayor Sorensen opened the discussion regarding the police department remodel plan. Council agreed that this would be discussed at the next work session. No action taken.

### **RESOLUTION 599 AMENDMENT RELATING TO EMPLOYEE REIMBURSEMENT**

Mayor Sorensen opened the discussion regarding Resolution #599 amendment relating to employee reimbursement. If adopted would be Resolution #700. **Josh Collette made a motion to pass Resolution #700 replacing Resolution #599 replacing employee reimbursement seconded by Pat Miller. All council members voted in favor. Motion carried.**

**INTERLOCAL AGREEMENT BETWEEN CITY OF MONTESANO FOR IT SERVICES**

Mayor Sorensen opened the discussion regarding the interlocal agreement between the City of Montesano for IT services. Wendy Collins discussed with council of some with the interlocal agreement. **Josh Collette made a motion to enter the Interlocal Agreement with the City of Montesano with the described changes seconded by Pat Miller. Council had a discussion regarding this issue. All Council members voted in favor. Motion carried.**

**MAYOR REPORT**

Mayor Sorensen welcome Ms. Bethany Whipple-Boling to council.

Next council meeting will February 22, 2022 at 6:00 p.m.

**ADJOURNMENT**

**Josh Collette made a motion to adjourn seconded by Pat Miller. All council members voted in favor. Motion carried.**

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**Jim Sorensen – Mayor**

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**Wendy Collins – City Clerk/Treasurer**





# City of Elma

## Public Works

### Memo

February 17, 2022

To: Mayor & City Council

From: Jim Starks



Re: Permission to bid 12<sup>th</sup> St. Improvements and Water Line Replacement Project

As most of you know we have been planning a partially TIB funded improvement project on N. 12<sup>th</sup> St from Wakefield Ave. to the Harding Rd.-Garden Hill Rd intersection. Plans have been reviewed by the Public Works Committee and we are now requesting City Council concurrence to advertise for construction bids. A request has been submitted to TIB for their concurrence to bid the project (obligate TIB funding).

The project has changed in scope in that the parking issue on the east side of N. 12<sup>th</sup> has at times been problematic so taking Council comments in this regard a parking strip will added on the east side only.

At the time of Grant application, it was intended to leave as much of the sidewalk, curb and gutter as possible by lifting and re-setting the sidewalk panels, however, as we worked through design it became apparent that this would be too labor intensive and cost prohibitive, thus it is being replaced.

Attached is the Engineer's Estimate for the project; Schedule A: Roadway-TIB is funding \$414,890.00; Schedule B: Water Line is entirely City funded.

Currently these construction costs items are adequately funded in the 2022 Budget. I am anticipating a proposal for Construction Management services from Gibbs & Olson at the next City Council meeting.

Below is an anticipated schedule:

- 2/22/22: City Council approval to advertise for bids
- 2/24/22: Send the invitation to bid to the paper of record.
- 3/1/22: Bid documents will be uploaded to QuestCDN by Gibbs & Olson. The paper of record will have the first advertisement
- 3/8/22: The paper of record will have the second advertisement
- 3/15/22: Bid opening at 10AM. G&O to complete bid tabs and check bidders paperwork and licensing
- 3/17/22: Recommendation from G&O for bid award by 12PM
- 3/21/22: Bid award recommendation presented to City Council for concurrence
- 6/16/22: First day of construction (first day of Elma public schools summer break)

**100% Opinion of Cost**  
**City of Elma**  
**N 12th St Improvements and Waterline Replacement**  
**Submittal Date February 4, 2022**  
0990.0064



SCHEDULE A - Roadway						
Item No.	Spec. Section	Item	Quantity	Unit	Unit Price	Amount
1	1-07.15	SPCC Plan	1	LS	\$ 1,000	\$ 1,000
2	1-09.7	Mobilization (10%)	1	LS	\$ 46,000	\$ 46,000
3	1-10	Project Temporary Traffic Control	1	LS	\$ 50,000	\$ 50,000
4	2-01 SP	Clearing and Grubbing	1	LS	\$ 5,000	\$ 5,000
5	2-02 SP	Removal of Structures and Obstructions	1	LS	\$ 11,000	\$ 11,000
6	2-03	Roadway Excavation Incl. Haul	1,130	CY	\$ 25	\$ 28,250
7	4-04	Crushed Surfacing Top Course	590	TN	\$ 40	\$ 23,600
8	4-04	Crushed Surfacing Base Course	1,460	TN	\$ 40	\$ 58,400
9	5-04 SP	HMA CL. 1/2 IN. PG 58H-22	460	TN	\$ 150	\$ 69,000
10	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	60	LF	\$ 65	\$ 3,900
11	7-04 SP	Ductile Iron Storm Sewer Pipe 8 In. Diam.	345	LF	\$ 80	\$ 27,600
12	7-05	Catch Basin Type 1	2	EA	\$ 2,500	\$ 5,000
13	7-05	Catch Basin Type 2 48 In. Diam.	1	EA	\$ 5,000	\$ 5,000
14	7-05	Connection to Drainage Structure	1	EA	\$ 2,000	\$ 2,000
15	7-07	Cleaning Existing Drainage Structure	1	LS	\$ 5,000	\$ 5,000
16	7-08 SP	Structure Excavation Class B Incl. Haul	1	LS	\$ 4,000	\$ 4,000
17	7-08 SP	Shoring or Extra Excavation Class B	1	LS	\$ 1,000	\$ 1,000
18	7-08 SP	Bank Run Gravel for Trench Backfill	30	TN	\$ 35	\$ 1,050
19	8-01	Erosion Control and Water Pollution Prevention	1	LS	\$ 4,500	\$ 4,500
20	8-02	Roadside Restoration	1	LS	\$ 15,000	\$ 15,000
21	8-04	Cement Conc. Traffic Curb and Gutter	1,400	LF	\$ 40	\$ 56,000
22	8-04	Cement Conc. Pedestrian Curb	210	LF	\$ 35	\$ 7,350
23	8-06	Cement Conc. Driveway Entrance	330	SY	\$ 90	\$ 29,700
24	8-11	Removing Guardrail	65	LF	\$ 10	\$ 650
25	8-11	Beam Guardrail Type 31	55	LF	\$ 40	\$ 2,200
26	8-11	Beam Guardrail Type 31 Non-Flared Terminal	1	EA	\$ 4,000	\$ 4,000
27	8-11	Beam Guardrail Anchor Type 10	1	EA	\$ 3,000	\$ 3,000
28	8-14	Cement Conc. Sidewalk	260	SY	\$ 60	\$ 15,600
29	8-14	Cement Conc. Curb Ramp Type Parallel	30	SY	\$ 200	\$ 6,000
30	8-15	Quarry Spalls	50	TN	\$ 40	\$ 2,000
31	8-18	Mailbox Support Type 1	5	EA	\$ 100	\$ 500
32	8-18	Mailbox Support Type 2	2	EA	\$ 500	\$ 1,000
33	8-21	Permanent Signing	1	LS	\$ 4,000	\$ 4,000
34	8-22	Paint Line	1,370	LF	\$ 3	\$ 4,110
35	8-22	Painted Crosshatch Marking	50	LF	\$ 3	\$ 150
36	8-22	Plastic Crosswalk Line	100	SF	\$ 10	\$ 1,000
					Schedule A Subtotal	\$ 503,560
					Contingency @ 0%	\$ -
					<b>Schedule A Total</b>	<b>\$ 503,560</b>
SCHEDULE B - Water Line						
Item No.	Spec. Section	Item	Quantity	Unit	Unit Price	Amount
101	1-04.4	Minor Changes	1	CALC	\$ 10,000	\$ 10,000
102	1-09.7	Mobilization (10%)	1	LS	\$ 18,000	\$ 18,000
103	7-09	Connection to Existing Water Main	2	EA	\$ 3,000	\$ 6,000
104	7-09	Bank Run Gravel for Trench Backfill	200	TN	\$ 35	\$ 7,000
105	7-09	CL 52 Ductile Iron Pipe for Water Main 4 In. Diam.	320	LF	\$ 80	\$ 25,600
106	7-09	CL 52 Ductile Iron Pipe for Water Main 8 In. Diam.	370	LF	\$ 95	\$ 35,150
107	7-09	CL 52 Ductile Iron Pipe for Water Main 10 In. Diam.	130	LF	\$ 100	\$ 13,000
108	7-09	Blowoff Assembly	1	EA	\$ 2,500	\$ 2,500
109	7-09 SP	Shoring or Extra Excavation Trench	1	LS	\$ 1,200	\$ 1,200
110	7-12	Gate Valve 8 In.	1	EA	\$ 1,500	\$ 1,500
111	7-12	Gate Valve 10 In.	1	EA	\$ 2,000	\$ 2,000
112	7-12	Comb. Air Release/Air Vacuum Valve Assembly 1 In.	1	EA	\$ 5,000	\$ 5,000
113	7-14 SP	Hydrant Assembly	2	EA	\$ 7,500	\$ 15,000
114	7-15	Service Connection 3/4 In. Diam.	14	EA	\$ 2,000	\$ 28,000
115	7-15 SP	Service Connection On Private Property	7	EA	\$ 2,500	\$ 17,500
116	7-15	Service Connection 1 1/2 In. Diam.	1	EA	\$ 2,500	\$ 2,500
					Schedule B Subtotal	\$ 189,950
					Contingency @ 0%	\$ -
					Sales Tax @ 8.8%	\$ 16,716
					<b>Schedule B Total</b>	<b>\$ 206,666</b>
					Construction Total	\$ 710,226
					<b>100% Opinion of Cost</b>	<b>\$ 710,300</b>





# Washington State Transportation Improvement Board

## TIB Members

Chair  
Councilmember Sam Low  
Snohomish County

Vice Chair  
Mayor Glenn Johnson  
City of Pullman

Amy Asher  
Mason Transit Authority

Aaron Butters, P.E.  
HW Lochner Inc.

Susan Carter  
Hopelink

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Chad Coles, P.E.  
Spokane County

Mike Dahlem, P.E.  
City of Sumner

Commissioner Al French  
Spokane County

Commissioner Scott Hutsell  
Lincoln County

John Klekotka, P.E.  
Port of Everett

David Ramsay  
Feet First

Les Reardanz  
Whatcom Transportation Authority

Steve Roark, P.E.  
WSDOT

Ruth Robertson  
Budget Assistant of the Governor

Peter Rogalsky, P.E.  
City of Richland

Councilmember Jan Schuette  
City of Arlington

Jennifer Walker  
Thurston County

Jane Wall  
County Road Administration Board

February 10, 2022

Mr. Jim Starks  
Director of Public Works  
City of Elma  
Post Office Box 3005  
Elma, WA 98541-0487

Dear Mr. Starks:

We have reviewed the Bid Authorization Form for the 12th Street Improvements, TIB # 6-W-955(012)-1. You may now advertise this project.

Anticipated total TIB funds for this project are \$414,891. TIB funds may be adjusted after bids are opened.

### What do I need to do before I can award the contract?

1. Request a copy of the Updated Cost Estimate (UCE) form from your project engineer;
2. Complete and return the UCE form;
3. Attach a copy of the bid tabulations.

You may not award the contract until you receive TIB approval.

### What do I need to do before I can begin Construction?

1. Advertise for consultant services or amend your current agreement from the design phase;
2. Send your project engineer a copy of the Consultant Agreement to review for approval before it is signed; and
3. Once approved by TIB, send a copy of the signed Consultant Agreement to TIB and begin the construction phase.

We would be happy to assist you with any questions regarding this process. You can contact Chris Langhoff, TIB Project Engineer, at (360) 586-1157 or via e-mail at [ChrisL@TIB.wa.gov](mailto:ChrisL@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Ashley Probart  
Executive Director  
P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)





# City of Elma

## Public Works

### Request for Qualifications

The City of Elma (City) is soliciting proposals from qualified firms to work with the City to assist in the development and execution of various City renovation projects.

#### **SCOPE OF WORK**

Selected firm to assist in the final design, review, and construction management of renovation plans for the City's Police Department located at 316 W. Young St. Elma, WA 98541; Assist in the solicitation and selection of qualified firms to renovate the audio/visual system at Elma City Hall, located at 202 W. Main St. Elma, WA,; and develop renovation plans for City owned Parks. All projects shall require selected firm to prepare a comprehensive request for proposal document for construction contractor bidding purposes, for each individual project. It is anticipated most projects will be awarded via Small Works Roster. These proposals shall be presented to the Elma City Council for concurrence to advertise. Qualified firms will have not less than five years of public project experience within the state of Washington. The city will select one consultant to provide services as assigned for the project scheduled to start this year.

#### **QUALIFICATION REQUIREMENTS**

Submittals will be evaluated and ranked based on the following criteria: 1) Experience in successfully completing similar work (10 points); 2) Staff availability and proven ability to meet project schedule (10 points); 3) Knowledge of relevant standards and ability to work with local agencies (15 points); 4) Assigned project staff experience with managing projects associated with American Rescue Plan funding requirements 5) Proven ability to meet project budgets (10 points).

Interviews of the top three firms will be conducted either in person or via telephone.

#### **Essential Duties and Responsibilities**

- Direct and manage all phases of construction project development and implementation; participate in the selection of consultants, coordinate projects through construction and closeout.
- Work with and represent the City in working with engineers and consulting firms in the development of project designs, specifications, and programming requirements.

- Responsible for fiscal accountability and project account management; including cost estimates, budgets, and certifying payments.
- Responsible for project records management and maintenance, project status reports, budget status, & project planning statements.
- Serve as liaison with contractors, and city staff and elected officials during construction projects and planning.
- Monitor and oversee construction project standards and schedules; ensure compliance with design and construction standards.
- Coordinate project activities to minimize impact to departments and programs.
- Provide professional guidance and input.
- Develop and maintain permanent building records, and electronic drawings for all projects.
- The PM will provide updates to City Management on a weekly basis and/or as needed.
- The PM will provide updates to the City Council on a monthly basis and/or as needed.

## **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **MINIMUM QUALIFICATIONS**

- A Bachelor's degree in Architecture, Construction or Business Management, Engineering or related field or an equivalent mix of education and experience that demonstrates the candidate meets the competency requirements for the position.
- Three years of experience in project and/or construction management or equivalent.
- Strong interpersonal communication skills and the ability to work effectively with a wide range of constituencies in diverse settings.
- Proficiency in computer software applications.
- Ability to read and interpret plans and specifications.
- Ability to work effectively and efficiently in high-stress environments and with conflicting priorities.

### **PREFERRED QUALIFICATIONS**

- Five years' experience in project and/or construction management.
- Experience with State capital allocation and funding processes including the American Rescue Plan funding requirements.
- Previous public project experience

### **SUBMITTAL REQUIREMENTS**

Submit three hard copies of the RFQ along with a PDF. Include firm name, telephone and fax numbers, names of principal in charge and project manager, and the number of employees in each firm proposed to work on the project. Limit responses to No.12 font size, single-spaced typed pages, including cover letter and a minimum of three references with current contact information. Please keep the packages to no more than eight pages total.

The City encourages disadvantaged, minority, and women-owned consultant firms to respond. RFQs will be accepted at *202 West Main Street, Elma WA 98541* until **\*\*\*\*time\*\*\*\* AM/PM, \*\*\*\*\* \*\*, 2022**. Direct questions or statements regarding the RFQ or requests for specific information should be made to Jim Starks, Director Public Works at 360-482-2212 or [jim@cityofelma.com](mailto:jim@cityofelma.com). The City reserves the right to reject any and all submittals that are not responsive to this request for RFQ.

**SUBMITTAL ADDRESS:** Public Works Department  
Attn: Jim Starks, Dir. Public Works  
City of Elma  
P.O. Box 3005  
Elma, WA 98541

The City of Elma, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.





## **CHEHALIS TRIBAL JAIL SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the Confederated Tribes of the Chehalis Reservation, a Federally-Recognized Indian Tribe, hereinafter referred to as "Chehalis" and the city of Elma, a Washington Municipal Corporation hereinafter referred to as "Customer." The purpose of this Agreement is to establish the terms and conditions for the housing of Prisoners of Customer in the Chehalis Tribal Jail.

**THE PARTIES HEREBY AGREE** as follows:

**1. DEFINITIONS.** For the purposes of this Agreement, the terms listed below are defined as follows:

- A. "Day" means the period beginning at 12:00 A.M. and ending at 11:59:59 P.M., Pacific Time, or any portion thereof.
- B. "Direct Care services" means medical and dental services which are deemed eligible for payment by the Indian Health Service under federal law and the rules of the Indian Health Service and which are delivered to eligible Prisoners by the Chehalis Tribal Wellness Center or any other Chehalis tribal medical facility.
- C. "Facility" means the Chehalis Tribal Jail.
- D. "Jail Services" means the provision of room and board.
- E. "Prisoner" means any person arrested by, sentenced by the court of, or held under the authority of any law or ordinance of Customer.

**2. JAIL SERVICES.** Subject to the terms of this Agreement, Chehalis will provide Jail Services to Prisoners placed in its custody by the authorized law enforcement officers of Customer; PROVIDED, that the Chehalis Chief of Police or his or her designee shall have the right to refuse to accept custody of any Prisoner(s) whose admission would, in the Chief of Police or designee's opinion, result in overcrowding of the Facility or in an unacceptable health, safety or security risk; and PROVIDED FURTHER, that upon the request of the Chehalis Chief of Police or his or her designee, Customer will remove any such Prisoner from the Facility and retake custody within twenty-four (24) hours of the request. If a Prisoner is not accepted or Chehalis requires Customer to retake custody of the Prisoner, Chehalis will provide written notice indicating why custody was declined or the Prisoner returned.

**3. PRISONER CONDUCT.** Prisoners housed pursuant to this Agreement will be subject to the same rules and regulations applicable to other inmates housed in the Facility.

**4. DURATION OF AGREEMENT.** The term of this Agreement will begin on the date it is executed by both parties and continue until December 31, 2022. It will automatically renew at successive one-year intervals thereafter unless terminated as specified herein or modified in a writing executed by both parties.

**5. TERMINATION.** This Agreement may be terminated by written notice from either party hereto, provided that the termination will become effective thirty (30) days after receipt of such notice. Within that thirty (30) days, Customer will remove all Prisoners from the Facility. Should any court of competent jurisdiction determine by a final order which is not subject to further appeal that either party hereto is prohibited by law from entering into or continuing to perform its obligations under this Agreement, this Agreement shall terminate immediately and Customer shall immediately remove all Prisoners from the Facility.

**6. RELEASE.** Prisoners who have not served their full time will not be released except upon written order of Customer's court, unless release is authorized by another provision of this Agreement or as ordered by a court of competent jurisdiction. Release for scheduled court appearances will be to Customer's law enforcement officers.

**7. PAYMENT.**

- A. Customer will pay to Chehalis fees of twenty dollars (\$20.00) per Prisoner for booking, and seventy-five dollars (\$75.00) per Prisoner per Day for Jail Services. Chehalis may adjust these fees over time as it sees fit, provided that Chehalis will give Customer written notice of any fee adjustment at least sixty (60) days before the adjustment becomes effective. If Customer objects to a fee increase, it may terminate this Agreement under Section 5 above.
- B. If a Prisoner is held in custody at the Facility for less than four (4) hours, Customer will only be charged the booking fee for that Prisoner.
- C. Chehalis will submit a monthly invoice to Customer for booking fees, Jail Service fees, and, as further provided herein, any offender services costs, Medical Expenses, and transportation expenses incurred by Chehalis for Prisoners housed pursuant to this Agreement. Customer will pay all such invoices in full within thirty (30) days of receipt. Should Customer fail to pay the invoice within sixty (60) days of receipt, Chehalis will accept no further Prisoners from Customer. In such event, Chehalis further reserves the right to return all Prisoners to Customer's custody, and may otherwise suspend all other of its obligations under this Agreement until delinquent fees are paid in full.

**8. MEDICAL CARE.**

- A. Customer will be solely responsible for Medical Expenses (as described in Section 8.B below) of Prisoners housed in the Facility pursuant to this Agreement, except for the cost of Direct Care services provided to eligible Prisoners (as described in Section 8.C below). In order to effectively manage the costs of medical care, the parties agree to the following:
  - i. **Before placing a Prisoner in the custody of Chehalis, Customer will determine, whenever possible:**
    - (a) the Prisoner's tribal affiliation, if any; and
    - (b) whether the Prisoner has his or her own medical insurance coverage; and
    - (c) whether the Prisoner is eligible for medical coverage through Medicaid, Washington State Department of Social and Health Services assistance, or other public assistance; and
    - (d) whether the Prisoner is believed to be eligible for Direct Care services through the Indian Health Service (IHS).
  - ii. If possible before sending a Prisoner to Chehalis, but in no case more than three (3) working days ("working day" means Monday through Friday, excepting federal and Chehalis tribal holidays) after booking that Prisoner in the Facility, Customer will deliver documents to Chehalis verifying the Prisoner's tribal affiliation, Direct Care services eligibility, and medical insurance coverage, if any, and enroll the Prisoner in any public assistance program for medical coverage to which the Prisoner may be entitled.
  - iii. All medical care provided to Prisoners who receive Contract Health Services will be billed at Medicare-like rates to the fullest extent permitted by law.
- B. The cost of medical care and medical expenses ("Medical Expenses") includes without limitation any and all costs billed by the medical provider, the cost of prescription medication, the cost of transporting the Prisoner to a medical facility, and the cost of Chehalis correctional or other law enforcement staff time in securing the Prisoner at the medical facility.

- C. Medical Expenses paid by Customer under this Agreement will not include the cost of Direct Care services received by a Prisoner housed under this Agreement.
- D. Customer will provide Chehalis with the name(s), telephone and FAX number(s), and e-mail address(es) of designated Customer staff or other contacts as necessary to ensure that a representative of Customer who is authorized to approve or deny the provision of non-urgent medical care to a Prisoner shall be available at any time. In the event that a Prisoner requests non-urgent medical care, Chehalis will contact such staff to request Customer's approval before non-urgent care is provided, and will comply with Customer's instruction as to the provision of non-urgent care. If Facility or medical staff determine that non-urgent care is medically necessary, but Customer does not consent to the provision of such care, upon notice from Chehalis Customer will remove the Prisoner from the custody of Chehalis within twenty-four (24) hours. Absent specific instruction from Customer regarding the type of non-urgent medical care to be provided or where such medical care is to be provided, Chehalis at its discretion may bring the Prisoner to the Chehalis Tribal Wellness Center or other medical facility chosen by Chehalis for approved non-urgent medical care. Should any medical provider refer the Prisoner to another medical provider for treatment, Chehalis will make reasonable efforts to give Customer written notice of the referral by e-mail or fax and to request approval of treatment before arranging for such medical care. Failure of Customer to approve medical care, or any unreasonable delay in giving such approval, shall relieve Chehalis of liability for any injury resulting there from.
- E. In the event that Chehalis determines a Prisoner to be in need of urgent or emergency medical care, Chehalis will make reasonable efforts to contact Customer's staff, but may take any action Chehalis deems necessary to provide the Prisoner with urgent or emergency medical care without obtaining prior approval. Chehalis will use its best efforts to give Customer notice of the provision of urgent or emergency medical care to Customer's Prisoner within four (4) hours of arranging for such care, subject to the availability of staff and the security needs of the Facility.
- F. Customer shall protect, defend, hold harmless, and indemnify Chehalis from and against any and all claims, suits, and actions related to the medical care of Prisoners housed under this Agreement which result from the failure of Customer to approve such medical care for any reason, with the exception of injuries resulting from the willfully unlawful or negligent act(s) or omission(s) of Chehalis or its officers.

#### **9. TRANSPORTATION.**

- A. Customer will be solely responsible for furnishing transportation for Prisoners housed pursuant to this Agreement, except transportation for medical care as described above. Subject to the availability of Chehalis correctional or other law enforcement officers, Customer may request that Chehalis provide non-medical transportation. The provision of non-medical transport will be at the sole discretion of Chehalis.
- B. If Chehalis provides transportation upon request of Customer, or for the purpose of bringing a Prisoner to a medical facility for care, the parties agree that while transporting any Prisoner, Chehalis will be acting as Customer's agent. If Chehalis provides non-medical transport at Customer's request, Customer shall be responsible for the costs of such transport as calculated by Chehalis in Chehalis' sole discretion, or as calculated pursuant to a separate written agreement between the parties.



**10. CUSTODY TRANSFER.** Officers of Customer placing a Prisoner in custody of Chehalis will be required to remain in the immediate presence of the Prisoner at all times until the booking process is complete, unless Chehalis and Customer have agreed that Chehalis officers will collect Customer's Prisoner at Customer's location and transport the Prisoner to the Facility. Until the booking process at the Facility is complete, the Prisoner will be deemed to remain in Customer's custody.

**11. OFFENDER SERVICES.** While housed in the Facility under this Agreement, Customer's Prisoners will be eligible to receive court-ordered offender services, such as offender re-entry, controlled substance abuse treatment, domestic violence education and rehabilitation, and other similar services on the same basis as inmates housed in the Facility by order of Chehalis' court; PROVIDED, that: (1) the availability of all such services is limited by the monetary, staffing, and other resources allocated for such services by the United States and Chehalis Tribal governments; and (2) should such services be funded by federal or grant funds, services will be delivered according to and may be limited by the terms of the funding source; and (3) should the terms of any applicable funding or Chehalis tribal law or policy so require, Customer will be required to contribute a proportionate share of the cost of offender services made available to Customer's Prisoners, as determined by Chehalis.

**12. PRISONER COMMUNICATIONS.** Subject to applicable law and Facility policy, Chehalis will provide Customer's Prisoners access to a telephone to appear for Customer's court hearings or to communicate with their attorney for any case(s) for which the Prisoners are currently held in the Facility, at no additional cost to Customer.

**13. NOTICES AND DESIGNATED REPRESENTATIVE.** Written notices concerning refusal of custody, Prisoner medical care, and fee adjustment are sufficient if given by fax or e-mail. All other notices required by this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address as set forth in this section:

If to Chehalis:     Confederated Tribes of the Chehalis Reservation  
                          Attn: Scott Williams  
                          P.O. Box 536  
                          Oakville, WA 98568

If to Customer:    City of Elma  
                          Attn:

Customer shall immediately complete and submit to Chehalis a "Prisoner Medical Care – Authorized Staff Contact List" form. This form shall include the names and contact information, including phone, fax, and e-mail, of all persons who are authorized to approve the provision of medical care and to receive other notifications regarding Prisoner medical care on behalf of Customer as described in this Agreement. The list shall be drafted to ensure that at least one person on the list is available at any time of day or night to provide such authorizations and receive such reports. Customer is solely responsible for updating the list from time to time to accommodate Customer staffing changes and for providing a revised list to Chehalis to the attention of the person designated above.

**14. RELATIONSHIP OF THE PARTIES.** The parties intend that an independent inter-governmental relationship will be created by this Agreement. No agent, employee, or representative of either party shall be deemed to be an agent, employee, or representative of the other party for any purpose except as explicitly set forth herein. Customer shall be solely responsible for its acts and for the acts of its agents, employees and representatives.

**15. INDEMNIFICATION.** Customer shall protect, defend, save, hold harmless, and indemnify Chehalis from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or omissions of Customer and Customer's employees, agents, and representatives in the performance of this Agreement. Chehalis shall protect, defend, save, hold harmless, and indemnify Customer from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or



omissions of Chehalis and Chehalis' employees, agents, and representatives in the performance of this Agreement.

**16. ENTIRE AGREEMENT AND MODIFICATION.** This Agreement represents the entire Agreement of the parties on the subject matter hereof, and supersedes any and all prior agreements relating to such subject matter. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by the authorized representatives of both parties.

**17. DISPUTES.** In the event of a dispute between the parties arising out of this Agreement or an alleged breach thereof, the parties shall first make a good-faith effort to resolve the dispute through the direct dialogue of their authorized representatives. Should such good-faith efforts fail, either party may take further action as described in Section 19 below.

**18. GOVERNING LAW.** The parties hereto agree that, except where expressly otherwise provided, the laws of the Confederated Tribes of the Chehalis Reservation shall govern in all matters arising under this Agreement.

**19. DISPUTES AND LIMITED WAIVER OF SOVEREIGN IMMUNITY.** Any dispute, claim, or controversy arising out of this Agreement or breach thereof which is not resolved by direct dialogue shall be submitted to mediation by a neutral third party as a condition precedent to any other method of dispute resolution. The parties will be responsible for their own costs of mediation, and will share the cost of the mediator equally. Should the parties fail to agree to a mediator or mediation location, they will request the Chief Judge of the Chehalis Tribal Court to assign a mediator and select a location for the mediation, and will engage the mediator assigned by the Court. Any dispute, claim or controversy which is not resolved by mediation shall be heard in the Chehalis Tribal Court, and Customer hereby consents to the exclusive jurisdiction of such Court. Chehalis hereby grants to Customer a limited waiver of sovereign immunity for the purpose of enforcing the provisions of this Agreement; provided, that Chehalis expressly reserves all its inherent sovereign rights as a federally-recognized Indian Tribe, and that this limited waiver of sovereign immunity is subject to and conditioned upon the following:

- A. This waiver of sovereign immunity is strictly limited to actions brought by Customer to enforce the provisions of this Agreement between the parties, and to any dispute that may arise under or in relation to this Agreement or operations performed under this Agreement. This waiver of sovereign immunity shall not extend to, nor be used for or to the benefit of, any other person or entity of any kind or description whatsoever, including any successor or assign, of either party.
- B. Chehalis' maximum liability for any and all claims which may be brought by Customer hereunder shall not exceed the actual proceeds of Chehalis' liability insurance, which Chehalis will maintain as described in Section 20 below.

**20. INSURANCE.** The parties shall provide, pay for, and maintain in full force and effect at all times during the performance of this Agreement the policies of insurance required by this Section 20, or the equivalent provided by Customer's government insurance pool. The provisions and terms of all insurance policies must comply strictly with the provisions of this Section 20.

- A. The parties shall maintain throughout the duration of this Agreement the following insurance coverage minimums: General Liability \$2 Million Annual Aggregate/\$1 Million Occurrence; \$1 Million Law Enforcement Liability; \$1 Million Auto Liability; and \$4 Million inclusive umbrella coverage. Each party shall name the other as primary non-contributory additional insured on the insurance policies provided and an endorsement stating such shall be provided.
- B. Each policy of insurance must be issued by an insurance company that holds a current Certificate of Authority issued by the Washington State Insurance Commissioner authorizing it to transact the appropriate kind of insurance business in Washington State and must meet all requirements specified in this Section 20.

- C. Each policy of insurance shall contain an endorsement providing that cancellation by the insurance company shall not be effective unless a copy of the cancellation is mailed (registered) to the other party at least 30 days before the effective date of the cancellation notice. A certificate of each policy of insurance, and any changes therein, shall be furnished to the other party immediately upon receipt from the insurance company.
- D. If either party for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of this Agreement. Failure to maintain the insurance coverage required by this Section 20 shall not waive or excuse such party's obligations to the other party under this Agreement.
- E. The parties shall provide to each other all certificates of insurance for the insurance policies described in this Section 20 prior to transporting, sending or receiving any Prisoner under this Agreement. Either party at any time may require the other to provide endorsement and policy documentation necessary to prove that the insurance coverage required by this Agreement is in full force and effect. The certificates of insurance and other insurance documentation provided by a party hereunder shall be acceptable to the other party. Chehalis shall have the right, but not the obligation, to refuse to accept prisoners from Customer until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this Section 20) are received and approved by Chehalis.

**21. NOTIFICATION RE: INMATE HEALTH AND SAFETY.** The parties will promptly notify each other of all audit notes or findings, investigatory reports, claims or litigation alleging or concerning any conditions, incidents, practices and policies, alleged or actual, negatively affecting inmate health and safety, and of any claims or litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings.

**22. NO ASSIGNMENT.** A party shall not assign its rights under this Agreement without first obtaining the other party's written approval.

**23. COMPLIANCE.** In the event that payment for services provided under this Agreement is made from federal funds, the parties shall abide by all applicable federal laws, regulations and requirements governing such funds. Further, the parties shall abide by all federal laws, regulations and requirements applicable to the housing of Prisoners in the Facility, including without limitation the Prison Rape Elimination Act of 2003, 42 U.S.C. § 15601, *et seq.* Customer agrees that it will promptly provide any and all reports and information required by such laws, regulations, and requirements to Chehalis before transferring any Prisoners to Chehalis' custody. Failure to provide such information shall serve as grounds for refusal of custody.

FOR CHEHALIS:  
Confederated Tribes of the Chehalis Reservation  
420 Howanut Road  
P.O. Box 536  
Oakville, WA 98568

FOR CUSTOMER: The City of Elma.  
P.O Box 3005  
Elma WA 98541

\_\_\_\_\_  
Tribal Chairman

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

\_\_\_\_\_

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



**CUSTOMER:** \_\_\_\_\_

CUSTOMER WARRANTS THAT INFORMATION ON THIS FORM IS ACCURATE, THAT ALL PERSONS LISTED ON THIS FORM ARE AUTHORIZED TO APPROVE PRISONER MEDICAL CARE AND TO RECEIVE REPORTS CONCERNING PRISONER MEDICAL MATTERS ON BEHALF OF CUSTOMER, AND THAT AT LEAST ONE PERSON LISTED ON THIS FORM WILL BE AVAILABLE AT ANY TIME OF DAY OR NIGHT AT THE PHONE / FAX / EMAIL PROVIDED BELOW.

**CUSTOMER'S SIGNATURE:** \_\_\_\_\_

[illegible]





RECEIVED

FEB 16 2022

CITY OF ELMA

REQUEST TO BE ON CITY COUNCIL AGENDA

DATE OF COUNCIL MEETING: Feb 22, 2022

DATE OF REQUEST: 2-16-22

NAME OF PERSON: Jillanna Bickford

ORGANIZATION/COMPANY: Elma Chamber of Commerce

ADDRESS: 222 W. Main St

Elma, WA 98541

TELEPHONE NUMBER: 360-482-3055

NAME OF PERSON TAKING REQUEST: \_\_\_\_\_

REASON FOR REQUEST: May 29, 2022 at 1pm

Elma Chamber of Commerce would like  
to have a parade. We are requesting  
to have main st from the high school  
parking lot to 1st Street blocked off at 12:00pm  
This parade will help celebrate  
Memorial Day, Elma's Salute to the Red  
White and Blue Parade.

ACTION REQUESTED OF COUNCIL: \_\_\_\_\_

RECEIVED

FEB 07 2022

CITY OF ELMA

ADM.04.03

Revised 4/02

SPECIAL EVENT PERMIT

City of Elma, Washington

APPLICANT INFORMATION

NAME OF APPLICANT/ORGANIZATION: Elma Chamber of Commerce

PERSON IN CHARGE: Jillanna Bickford Director

BUS. PHONE: 360-482-3055 HOME PHONE: \_\_\_\_\_

OTHER AUTHORIZED INDIVIDUALS: \_\_\_\_\_

MAILING ADDRESS: P.O. Box 798

Elma WA 98541

EMERGENCY CONTACT: Jillanna Bickford

BUS. PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TYPE OF ACTIVITY PLANNED (describe event): Memorial Day Parade  
(see attached flyer) Celebrating Memorial Day  
with a parade May 29 2022 at 1 pm.

Is this an event involving political or religious activity intended primarily for the communication or expression of ideas? (Please circle) YES ☒ NO

DATE(S) OF PROPOSED EVENT: May 29, 2022 Sunday

HOURS OF OPERATION: 1:00 pm to 2:30 pm

SET-UP DATE/TIME: 12:00 pm on May 29 2022 Sunday

DISMANTLING DATE/TIME: 2:30 same day

NUMBER OF STAFF/VOLUNTEERS: 4-6

ESTIMATED NUMBER OF PARTICIPANTS: 25 or more

WILL PARTICIPANTS PAY A FEE OR MAKE A DONATION? YES ☒ NO

LOCATION TO BE USED (describe area to be used, attach map/route plan):

start at Elma High school parking lot. Go east  
down main street end at N 1st Street.

ATTACH COPIES OF BROCHURES, POSTERS, FLYERS, OR  
MAILINGS ADVERTISING THIS EVENT

INSURANCE - The City does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Depending on the type of event you are planning, and the activity and risk level of your group, you may be required to obtain bodily injury and property damages liability insurance in accordance with city policy, name the City as an additional insured on the policy, and be



responsible for obtaining said insurance. After reviewing this application, the City will determine whether you must obtain liability insurance.

AGREEMENT – Depending on the type of event planned, you may be required to defend, indemnify and hold harmless The City, its agents, employees and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the city. After reviewing this application, the City will determine whether you must indemnify the City and its agents.

DATE: 2-7-22  
SIGNATURE OF APPLICANT: [Signature]  
ORGANIZATION/TITLE: Elma Chamber of Commerce  
Director

(FOR OFFICIAL USE ONLY)

APPROVED BY: \_\_\_\_\_ Parks & Recreation Dept. \_\_\_\_\_ Police Dept.  
\_\_\_\_\_ Planning Dept. \_\_\_\_\_ Public Works Dept.  
\_\_\_\_\_ Fire Dept. \_\_\_\_\_ Mayor/Designee

PERMIT DETAINED FOR THE FOLLOWING REASONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDED APPROVAL UNDER THE FOLLOWING CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

	FEE	INITIAL	DATE
Application Fee	\$ _____	_____	_____
Damage Deposit	\$ _____	_____	_____
Additional Costs	\$ _____	_____	_____
TOTAL PAID	\$ _____	_____	_____
TOTAL REFUNDED \$	_____	_____	_____
PROOF OF INSURANCE? YES/NO	_____	_____	_____
BOND REQUIRED? YES/NO	_____	Amount \$ _____	_____



The map shows a grid of streets. A vertical road is labeled "Road Closed" and "Parade" with a banner. The map includes the following streets:

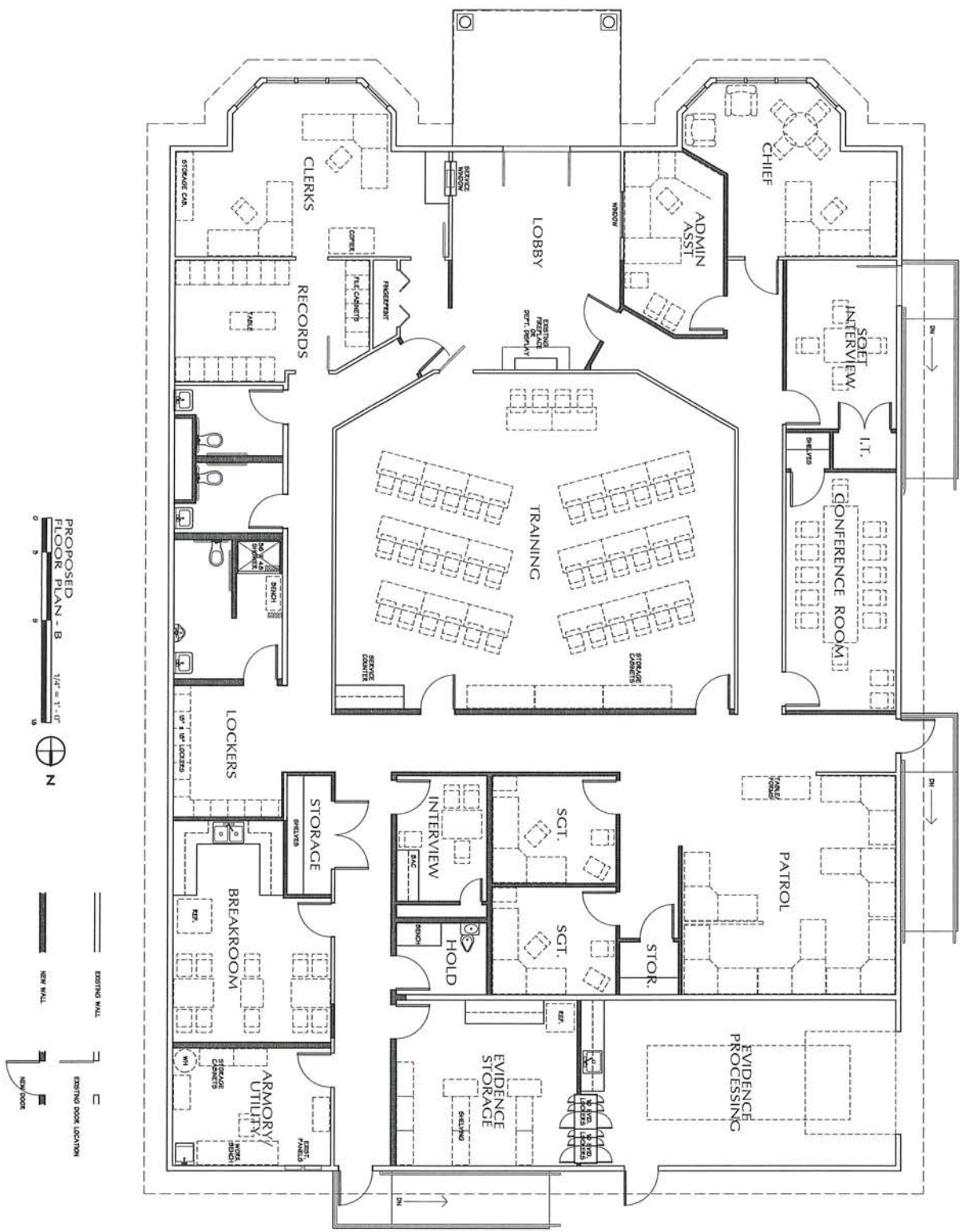
- West Martin Street** (top left)
- West Anderson Street** (top left)
- West Young Street** (top left)
- West Main Street** (top left)
- North Andersons Street** (bottom left)
- West Young Street** (bottom left)
- West Main Street** (bottom left)
- West Waldrip St** (bottom right)

Numbered streets include:

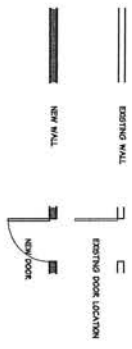
- N 1st Street**, **N 2nd Street**, **N 3rd Street**, **N 4th Street**, **N 5th Street**, **N 6th Street**, **N 7th Street**, **N 8th Street**, **N 9th Street**
- S 1st Street**, **S 2nd Street**, **S 3rd Street**, **S 4th Street**, **S 5th Street**, **S 6th Street**, **S 7th Street**, **S 8th Street**

A large "X" is drawn over the bottom right corner of the map.





PROPOSED  
FLOOR PLAN - B  
1/4" = 1'-0"



PERMIT SET			
NO.	REVISIONS	DATE	BY
1		2/14/23	
2		2/14/23	
3		2/14/23	
4		2/14/23	
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46		2/14/23	
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49		2/14/23	
50		2/14/23	

**Harbor Architects LLC**  
 Harbor Place  
 345 West Wiskah Street  
 Aberdeen WA 98520  
 Phone 360-532-0980  
 harborarchitects.com  
 © 2022 Harbor Architects LLC. All Rights Reserved

Police Station Building Remodel  
**City of Elma**  
 Elma, Washington







RECEIVED

FEB 02 2022

CITY OF ELMA

# CITY OF ELMA

## Agenda Request

Date: 2/2/2022

Name: Laurie Bremer

Address: 313 W Main St Nellivander's shoppe

Nature of

Request: to discuss one H<sub>2</sub>O meter

with two separate fully-charged  
billing, between Nellivander's Shoppe  
and Oh My Gosh

Cost of Request: \$ refund/readjust

Source of Funding

fish.in.the.dirt@yahoo.com

RECEIVED

FEB 03 2022

CITY OF ELMA

# CITY OF ELMA

## Agenda Request

Date: 2.2.22

Name: Jodi Indrebo

Address: 315 W. Main, Elma OH MY GOSH!!

Nature of ①

Request: Shared water meter with 2 bills,

② New businesses in town.

Cost of Request: \$ Refund / Adjustment

Source of Funding



# City of Elma

## Public Works

### Memo

February 17, 2022

To: Mayor & City Council

From: Jim Starks 

Re: Shared Water Meter Policy

In response to the recent appeal from two downtown businesses that share a water meter, the Public Works Committee has met and reviewed the attached Resolution 575, November 2011. (Please see page 3.)

This issue was clarified/interpreted in 2007 with Resolution 523, the pertinent page is also attached.

The rates established were determined to be the base cost to all premises across the entire system, and across all rate classes, in order to provide funding for the maintenance and future upgrade/replacement necessities faced by the water and sewer systems.

The Public Works Committee has reviewed the established shared meter policy and concurs with its interpretation and current practice.

RESOLUTION NO. 575

A RESOLUTION RELATING TO PUBLIC SERVICES; RATIFYING AND CONFIRMING THE CONTINUATION OF CERTAIN PRE-EXISTING CHARGES & FEES IN RELATION TO THE CITY WATER AND SEWER SYSTEMS; AUTHORIZING INCREMENTAL RATE CHANGES IN FURTHERANCE OF CONSERVATION GOALS; PROVIDING FOR THE SUPERSESSION OF ANY RESOLUTION TO THE EXTENT INCONSISTENT WITH THE TERMS HEREOF; AND PROVIDING FOR EFFECTIVE DATES.

R E C I T A L S:

1. Pursuant to Resolution 572, earlier this year the Council and Mayor set forth fees and rates to be charged for specified City provided services and provided for certain mechanisms in relation to the adjustment thereof. The fees and rates were set after receiving the advice of the City Engineer, as to the levels appropriate to encourage conservation of and to adequately maintain and provide funding for the various services and utilities involved.

2. Following the adoption of Resolution 572, the matter of the appropriateness of the rates and their affect upon the users has been reviewed by the Council and Mayor. As a result, a decision was made to utilize the provisions of Resolution 523, as the rates existed upon October 3, 2011. Therefore, the Council adopted Resolution 573.

3. Following that action, the Council and Mayor have received the recommendation of the Public Works Committee and the Director of Public Works that the rates set forth in Resolution 572, with certain modifications, be restored while maintaining, for a limited time, the utility rates existing as of October 3, 2011.

4. The use of individual grinder pump systems is becoming more prevalent within the area served by the City's wastewater collection system. As indicated at the time of the original consideration of the rates set forth generally upon Attachment #1, as a result the Director of Public Works and City Engineer recommended implementing a sewer rate surcharge for each grinder pump installation connection to the City's sewer collection system to offset the maintenance cost that is specific to those installations.

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

**SECTION I: Applicability:** The fees and rates set forth upon Attachment #1 shall be charged at the time any utility service covered hereby is provided to a user of the system utilized during the applicable period.



SECTION II: Rates:

A. Transition:

The rates to be charged for the delivery of water and sewer service by the City's utilities shall be as set forth upon Attachment #1, attached hereto and incorporate by this reference: PROVIDED THAT, as to sewer rates specifically, the rate to be charged until the effective date of the rates established by Attachment #1 shall continue to be the rates existing as of October 3, 2011.

B. Adjustment for Customers Meeting Certain

Criteria:

1. Commencing with the effective date set forth upon Attachment #1 for water service, as to a customer who provides proof that she or he is receiving the residence tax exemption authorized under RCW 84.36.381, the rate to be paid by that customer shall receive an adjustment resulting in a reduction of \$2.50 per calendar month from their water utility bill.

2. The Office of the Clerk-treasurer may request confirmation that a customer receiving the utility rate adjustment provided by sub-section 1 still meets the qualifying criteria set forth in that sub-section. Proof of

such eligibility shall not be required more than one time per quarter.

**SECTION III: Principals of Interpretation:**

A. A commercial property having a single street address which is served by a single meter shall be charged the base rate plus such overage charge as may be determined by the meter reading. This shall be true regardless of how many tenants occupy rental space within or upon that commercial property.

B. If a single meter serves more than one commercial property, each of which have been assigned a separate tax parcel number, each property shall be charged the base rate fixed for utility service. As to the cost of any overage, in the absence of a written agreement filed with the City by the owners of each property served by the particular meter, it shall be split evenly among the properties served by the meter.

C. As to solid waste disposal service, in relation to a property within the provisions of sub-section A, the matter of the number of service accounts required shall be one solely within the discretion of the owner of the property so long as the mandatory solid waste requirements existing within

the City are fulfilled. As to those properties fitting within the provisions of sub-section B, each property shall maintain a separate account for the provision of such service.

**SECTION IV: Effective Dates:**

**A. Transitions:**

1. The rates established by Resolution 523 shall be applied to both utilities through December 15, 2011.

2. Commencing with the billing period beginning December 16, 2011, the rates set forth upon Attachment #1 with that effective date shall go into effect.

3. Commencing with the billing period beginning with April 16, 2012, the rates set forth upon Attachment #1 with that effective date shall go into effect.

B. Annual Adjustment: In the absence of any other action by the Council, commencing with the billing period starting December 16, 2012, the monetary figures constituting the billing rates for the prior billing period shall be increased by an amount equaling two and one-half percent (2.5%) of the monetary figures utilized in the prior year. The same adjustment shall be made as of December 16 of each succeeding calendar year, including 2012. These new figures



shall be utilized in the establishment of billings for service provided on and after the date upon which the adjustment is made.

SECTION VI:

A. The changes carried out by this resolution shall not affect any obligation, if any, incurred pursuant to services billed pursuant to Resolutions 523, 572 or 573 nor give rise to any basis for request for refund of payment made.

B. To the extent inconsistent any provision of this Resolution, any prior resolution shall be deemed superseded.

PASSED THIS 21<sup>st</sup> DAY OF November 2011, by the  
City Council of the City of Elma, and signed in authentication  
thereof this 21<sup>st</sup> day of November, 2011.


CITY OF ELMA:

  
\_\_\_\_\_  
DAVID OSGOOD, Mayor

ATTEST:

  
\_\_\_\_\_  
DIANA EASTON, Clerk-Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DANIEL O. GLENN, City Attorney

ATTACHMENT #1

CITY OF ELMA WATER RATES

Effective December 16, 2011 (March, 2012 billing)

Inside City Limits

<u>User Class</u>	<u>Bi-Monthly Base Rate</u>	<u>Commodity Charge per 100 c.f.</u>
<u>Single Family Residential</u> <u>(4 or Less Housing Units)</u>	<u>\$39.00 per Housing</u> <u>Unit</u>	<u>Base: 0-800 c.f. = -0-</u> <u>Tier 1: 800-1,600 c.f. = \$1.00</u> <u>Tier 2: &gt;1,600 c.f. = \$1.40</u>
<u>Multi-Family Residential</u> <u>(Greater than 4 Housing</u> <u>Units)</u>	<u>\$36.60 per Housing</u> <u>Unit</u>	<u>Base: 0-600 c.f. = -0-</u> <u>Tier 1: 600-1,200 c.f. = \$1.00</u> <u>Tier 2: &gt;1,200 c.f. = \$1.40</u>
<u>Commercial</u>	<u>\$36.60 per meter</u>	<u>Base: 0-600 c.f. = -0-</u> <u>Tier 1: 600-1,200 c.f. = \$1.00</u> <u>Tier 2: &gt;1,200 c.f. = \$1.40</u>
<u>Industrial</u>	<u>\$4,300.00 per meter</u>	<u>Base: 0-420,000 c.f. = -0-</u> <u>Tier 1: 420,000-520,000 c.f. = \$0.85</u> <u>Tier 2: &gt;520,000 c.f. = \$1.25</u>
<u>Schools</u>	<u>\$48.00 per meter</u>	<u>Base: 0-3,000 c.f. = -0-</u> <u>Tier 1: 3,000-6,000 c.f. = \$0.90</u> <u>Tier 2: &gt;6,000 c.f. = \$1.30</u>

Outside City Limits

<u>User Class</u>	<u>Bi-Monthly Base Rate</u>	<u>Commodity Charge per 100 c.f.</u>
<u>Single Family Residential -</u> <u>(4 or Less Housing Units)</u>	<u>\$64.36 per Housing</u> <u>Unit</u>	<u>Base: 0-800 c.f. = -0-</u> <u>Tier 1: 800-1,600 c.f. = \$1.65</u> <u>Tier 2: &gt;1,600 c.f. = \$2.31</u>
<u>Multi-Family Residential -</u> <u>(Greater than 4 Housing</u> <u>Units)</u>	<u>\$60.40 per Housing</u> <u>Unit</u>	<u>Base: 0-600 c.f. = -0-</u> <u>Tier 1: 600-1,200 c.f. = \$1.65</u> <u>Tier 2: &gt;1,200 c.f. = \$2.31</u>
<u>Commercial</u>	<u>\$60.40 per meter</u>	<u>Base: 0-600 c.f. = -0-</u> <u>Tier 1: 600-1,200 c.f. = \$1.65</u> <u>Tier 2: &gt;1,200 c.f. = \$2.31</u>
<u>Fairgrounds</u>	<u>\$1,080.00 per meter</u>	<u>Base: 0-60,000 c.f. = -0-</u> <u>Tier 1: 60,000-80,000 c.f. = \$1.10</u> <u>Tier 2: &gt;80,000 c.f. = \$1.80</u>
<u>Schools</u>	<u>\$79.20 per meter</u>	<u>Base: 0-3,000 c.f. = -0-</u> <u>Tier 1: 3,000-6,000 c.f. = \$1.49</u> <u>Tier 2: &gt;6,000 c.f. = \$2.15</u>



## CITY OF ELMA WATER RATES

Effective April 16, 2012 (July, 2012 billing)

### Inside City Limits

User Class	Bi-Monthly Base Rate	Commodity Charge per 100 c.f.
Single Family Residential (4 or Less Housing Units)	\$39.00 per Housing Unit	<u>Base:</u> 0-800 c.f. = -0- <u>Tier 1:</u> 800-1,600 c.f. = \$1.20 <u>Tier 2:</u> >1,600 c.f. = \$1.80
Multi-Family Residential (Greater than 4 Housing Units)	\$36.60 per Housing Unit	<u>Base:</u> 0-600 c.f. = -0- <u>Tier 1:</u> 600-1,200 c.f. = \$1.20 <u>Tier 2:</u> >1,200 c.f. = \$1.80
Commercial	\$36.60 per meter	<u>Base:</u> 0-600 c.f. = -0- <u>Tier 1:</u> 600-1,200 c.f. = \$1.20 <u>Tier 2:</u> >1,200 c.f. = \$1.80
Industrial	\$4,300.00 per meter	<u>Base:</u> 0-420,000 c.f. = -0- <u>Tier 1:</u> 420,000-520,000 c.f. = \$1.00 <u>Tier 2:</u> >520,000 c.f. = \$1.50
Schools	\$48.00 per meter	<u>Base:</u> 0-3,000 c.f. = -0- <u>Tier 1:</u> 3,000-6,000 c.f. = \$1.00 <u>Tier 2:</u> >6,000 c.f. = \$1.70

### Outside City Limits

User Class	Bi-Monthly Base Rate	Commodity Charge per 100 c.f.
Single Family Residential - (4 or Less Housing Units)	\$64.36 per Housing Unit	<u>Base:</u> 0-800 c.f. = -0- <u>Tier 1:</u> 800-1,600 c.f. = \$1.98 <u>Tier 2:</u> >1,600 c.f. = \$2.97
Multi-Family Residential - (Greater than 4 Housing Units)	\$60.40 per Housing Unit	<u>Base:</u> 0-600 c.f. = -0- <u>Tier 1:</u> 600-1,200 c.f. = \$1.98 <u>Tier 2:</u> >1,200 c.f. = \$2.97
Commercial	\$60.40 per meter	<u>Base:</u> 0-600 c.f. = -0- <u>Tier 1:</u> 600-1,200 c.f. = \$1.98 <u>Tier 2:</u> >1,200 c.f. = \$2.97
Fairgrounds	\$1,080.00 per meter	<u>Base:</u> 0-60,000 c.f. = -0- <u>Tier 1:</u> 60,000-80,000 c.f. = \$1.49 <u>Tier 2:</u> >80,000 c.f. = \$2.48
Schools	\$79.20 per meter	<u>Base:</u> 0-3,000 c.f. = -0- <u>Tier 1:</u> 3,000-6,000 c.f. = \$1.65 <u>Tier 2:</u> >6,000 c.f. = \$2.81

Notes:

1. "Housing Unit" as used herein means the residence or living quarters of one or more persons living together or in one family
2. Commodity volume shown is for two months. (c.f. = cubic feet)
3. Total Commodity volume for customers with more than one Housing Unit is the product of the Commodity volume tier and the actual number of base units charged.

## CITY OF ELMA WATER RATES

### Billing Examples (Based on March 1, 2012 Billing Cycle Rates)

Example 1. Single Family Residential, Inside City Limits - 1,240 c.f. water usage over two months

Base Rate Commodity Allowance = 800 c.f.  
Base Rate for up to 800 c.f. per bimonthly period = \$39.00

Tier 1 Commodity Allowance = 1,600 c.f.  
Customer usage is less than 1,600 c.f., therefore  
Tier 1 Bimonthly Commodity Usage = 1,240 c.f. - 800 c.f. = 440 c.f.  
Tier 1 Commodity Charge = 440 c.f. x \$1.20 per 100 c.f. = \$5.28

There is no Tier 2 Commodity Usage

Total Bimonthly Bill = \$39.00 + \$5.28 = \$44.28

Example 2. Single Family Residential, Inside City Limits - 1,750 c.f. water usage over two months

Base Rate Commodity Allowance = 800 c.f.  
Base Rate for up to 800 c.f. per bimonthly period = \$39.00

Tier 1 Commodity Allowance = 1,600 c.f.  
Customer usage is greater than 1,600 c.f., therefore  
Tier 1 Bimonthly Commodity Usage = 1,600 c.f. - 800 c.f. = 800 c.f.  
Tier 1 Commodity Charge = 800 c.f. x \$1.20 per 100 c.f. = \$9.60

Tier 2 Commodity Usage = 1,750 c.f. - 1,600 c.f. = 150 c.f.  
Tier 2 Commodity Charge = 150 c.f. x \$1.80 per 100 c.f. = \$2.70

Total Bimonthly Bill = \$39.00 + \$9.60 + \$2.70 = \$51.30

Example 3. 15 Unit Multi Family Residential, Inside City Limits - 14,530 c.f. water usage over two months

Base Rate Commodity Allowance = 600 c.f. x 15 units = 9,000 c.f.  
Base Rate for up to 9,000 c.f. per bimonthly period = \$36.60. x 15 units = \$549.00

Tier 1 Commodity Allowance = 1,200 c.f. x 15 units = 18,000 c.f.  
Customer usage is less than 18,000 c.f., therefore  
Tier 1 Bimonthly Commodity Usage = 14,530 c.f. - 9,000 c.f. = 5,530 c.f.  
Tier 1 Commodity Charge = 5,530 c.f. x \$1.20 per 100 c.f. = \$66.36

There is no Tier 2 Commodity Usage in this case.

Total Bimonthly Bill = \$549.00 + \$66.36 = \$615.36

(Res. #523)

determined by the Director of Public Works to be properly measuring the effluent discharged into the sewer system or is required, by the Department of Ecology, to maintain Sewerage Discharge Monitoring Report which, in the discretion of the Director of Public Works, may be utilized, in lieu of a standard sewer meter, as the basis for discharge amount.

The industrial ready-to-serve charge for sewerage shall be determined as follows:

For any industry it shall be the sum of \$70.71 for the first 1,400 cubic feet discharged and \$4.33 for each 100 cubic feet in excess of 1,400 cubic feet.

**SECTION IV: PRINCIPALS OF INTERPRETATION:**

A. A commercial property having a single street address which is served by a single meter shall be charged the base rate plus such overage charge as may be determined by the meter reading. This shall be true regardless of how many tenants occupy rental space within or upon that commercial property.

B. If a single meter serves more than one commercial property, each of which have been assigned separate tax parcel number, each property shall be charged the base rate fixed for utility service. As to the cost of any overage, in the absence of a written agreement filed with the City by the owners of each property served by the particular meter, it shall be split evenly among the properties served by the meter.