CITY OF MCCLEARY
Council Agenda Item Submission Form

SUBMISSION INFORMATION

Department: Building Department **Submitted By:** Dalyn Beaulieu
Title / Position: Public Works Planning Assistant **Meeting Date:** Wednesday, Oct. 14th

AGENDA ITEM INFORMATION

Agenda Item Title: Request For Approval Phase 2 Professional Services Agreement with PCDC

Item Type: ☐ Discussion ☑ Action ☐ Information ☐ Presentation ☐ Consent

Brief Summary:
Approval of Phase 2 of the Professional Services Agreement for the Growth Management Act-related updates to Titles 15 & 18 of the Municipal Code. The $24,000 project is expected to qualify for approximately $9,826 in grant reimbursement upon completion. This will support regulatory compliance and orderly community growth.

Purpose / Background:
Regulatory compliance, improve consistency and clarity within the development code, support responsible growth, reduce future legal and administrative risks, provide more predictable permitting process for residents, business, and developers. City's net cost is $14,174

RECOMMENDED COUNCIL ACTION

Recommended Motion / Action: Request to approve Phase 2 Professional Services Agreement with PCDC

FISCAL IMPACT

Fiscal Impact? ☑ Yes ☐ No
Estimated Cost: $14,174 **Funding Source / Account #:** _____
Budget Available? ☐ Yes ☐ No
If yes, describe:

ATTACHMENTS

☑ Staff Report ☐ Resolution / Ordinance ☑ Contract / Agreement ☐ Budget Information
☐ Maps / Diagrams ☐ Photos ☐ Other: _____

APPROVALS

Department Head: _____ **Date:** _____

City Administrator: _____ **Date:** _____

City Attorney Review: _____ **Date:** _____

City of McCleary

Home of the McCleary Bear Festival

Approval Phase 2 -Professional Services Agreement with PNW Community Development Consultants

Benefits to the City:

Phase 2 will provide professional planning and code development services necessary to update City regulations to align with current Growth Management Act requirements. Completion of this work will help ensure:

- regulatory compliance
- improve consistency and clarity within the development code
- support responsible growth
- reduce future legal and administrative risks
- provide a more predictable permitting process for residents, businesses, and developers.
- updates to Title 15 and Title 18 of the McCleary Municipal Code as part of the City's Growth Management Act compliance efforts. The Phase 2 scope of work is budgeted at $24,000.
- Upon successful completion of the Phase 2 work, the City is expected to receive approximately $9,826 in grant reimbursement funding in June of next year, reducing the City's net cost to approximately $14,174.

Sincerely,
Dalyn Beaulieu

Dalyn Beaulieu

CITY OF McCLEARY

Grays Harbor County, Washington

EXECUTIVE BRIEF AND PROFESSIONAL SERVICES AGREEMENT

Comprehensive Municipal Code Update

McCleary Municipal Code Titles 15 & 18

Including the 2027 Growth Management Act Periodic Update (RCW 36.70A.130)

Prepared by:
PNW Community Development Consultants
Bradley Eisold, President
October 12, 2026

Contents

Part	Title
Part I	Professional Services Agreement
Part II	Exhibit A: Detailed Scope of Work

Key Facts for Reviewers

- **Not to exceed compensation:** $24,000.00
- **Term:** execution through June 30, 2027
- **Statutory deadline:** June 30, 2027 for the GMA periodic update (RCW 36.70A.130(5)(d))
- **McCleary GMA status:** partially planning jurisdiction. The mandatory periodic update scope is critical areas and natural resource lands (RCW 36.70A.130(1)(c)). Middle housing and accessory dwelling unit mandates for fully planning cities do not apply to McCleary and are treated as local policy choices throughout this package.

PART I: PROFESSIONAL SERVICES AGREEMENT

Comprehensive Municipal Code Update and GMA Periodic Update

THIS AGREEMENT is entered into by and between the **CITY OF McCLEARY**, a Washington municipal corporation (the "City"), and **PNW COMMUNITY DEVELOPMENT CONSULTANTS**, a professional consulting firm authorized to do business in the State of Washington (the "Consultant").

RECITALS

WHEREAS, RCW 36.70A.130(1)(c) and (5)(d) require the City to review and, if needed, revise its critical areas and natural resource lands policies and development regulations on or before June 30, 2027; and

WHEREAS, the City requires professional expertise to complete a comprehensive, legally compliant update of its regulatory code across Titles 15 & 18 of the McCleary Municipal Code; and

WHEREAS, the Consultant represents that it has the planning, code drafting, and building code expertise required to perform these services and holds all necessary business licenses; and

WHEREAS, the City Council approved this Agreement at its regular meeting on October 14, 2026, following a recommendation from the Planning Commission;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

The Consultant shall perform the services described in Exhibit A, Scope of Work, which is incorporated by reference. All work shall meet the standard of care exercised by qualified municipal planning consultants practicing in Washington State. Work outside Exhibit A requires a written amendment signed by both parties before it begins.

2. Term

This Agreement begins on the date of execution by both parties and remains in effect through June 30, 2027, unless terminated earlier or extended by written amendment. The parties shall prioritize the Package 1 work described in Exhibit A so that the City can take final action before June 30, 2027.

3. Compensation and Invoicing

- **Not to exceed limit:** total compensation, including reimbursable expenses, shall not exceed $24,000.00 without prior written amendment approved by the City Council.
- **Invoicing:** the Consultant shall submit an itemized invoice showing hours worked, tasks completed, and any authorized expenses.
- **Payment:** the City shall pay approved invoices within 30 days of receipt, following municipal voucher approval.
- **Appropriation:** the City's payment obligations are subject to appropriation of funds.

4. Independent Contractor Status (RCW 51.08.195)

The Consultant is an independent contractor. Neither the Consultant nor any employee or subconsultant of the Consultant is an employee of the City. The Consultant is solely responsible for its business and occupation taxes, payroll obligations, industrial insurance premiums, and compliance with the independent contractor criteria of RCW 51.08.195.

5. Public Records Act (Chapter 42.56 RCW) and Records Retention

The Consultant acknowledges that the City is subject to the Public Records Act. Materials, emails, data, notes, and drafts prepared under this Agreement may be public records. The Consultant shall keep them in a manner that allows prompt retrieval upon request of the City Clerk, and shall retain them for at least six years after this Agreement ends.

6. Ownership of Work Product

Final deliverables prepared under this Agreement become the property of the City upon payment. The Consultant keeps ownership of its preexisting templates, forms, methods, and tools, and grants the City a permanent, royalty free, nonexclusive license to use any of them that are incorporated into the deliverables.

7. Conflict of Interest

The Consultant shall disclose in writing any financial interest that the Consultant, its principals, or any affiliated firm has in property or matters affected by this work. The Consultant shall not advise the City on any matter in which it or an affiliated firm has such an interest; the City Administrator shall assign that matter to another qualified reviewer. This Agreement is separate from, and does not amend, the Consultant's existing agreement to provide on-call building and planning services to the City, and time shall be tracked and billed separately under each. Nothing in this Agreement is intended to violate chapter 42.23 RCW.

8. Indemnification and Hold Harmless

The Consultant shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from claims, injuries, damages, and suits, including attorney fees, to the extent caused by the negligent acts, errors, or omissions of the Consultant in performing this Agreement. The Consultant is not responsible for the legislative decisions of the City Council or for appeals of those decisions, except to the extent caused by the Consultant's negligent errors or omissions. This section survives termination of the Agreement.

9. Insurance

Throughout the term, the Consultant shall maintain commercial general liability insurance of $1,000,000 per occurrence and $2,000,000 aggregate, naming the City as additional insured; automobile liability of $1,000,000 combined single limit; professional liability of $1,000,000 per claim; and workers compensation as required by Title 51 RCW. Certificates shall be delivered to the City before work begins.

10. Termination

Either party may terminate this Agreement for convenience with 30 days written notice, or for cause if a material breach is not cured within 10 days after written notice. Upon termination, the Consultant shall deliver all completed and in progress work to the City, and the City shall pay for services satisfactorily performed through the termination date.

11. Subconsultants and Assignment

The Consultant shall not assign this Agreement or subcontract any portion of the work without the City's prior written consent.

12. Compliance With Laws

The Consultant shall comply with applicable federal, state, and local laws, including chapter 49.60 RCW, and shall maintain a Washington Unified Business Identifier and any required City business license. If any part of the work is funded by a state grant, the Consultant shall comply with grant terms the City provides in writing.

13. Governing Law and Venue

This Agreement is governed by the laws of the State of Washington. Any legal action arising out of this Agreement shall be brought exclusively in Grays Harbor County Superior Court.

14. Notices

City	Consultant
City of McCleary Attn: Darrin Raines, City Administrator 100 S 3rd Street McCleary, WA 98557	PNW Community Development Consultants Attn: Bradley Eisold, President Phone: 360.701.0188 Email: bradeisold@gmail.com

15. Entire Agreement and Amendment

This Agreement, including Exhibit A, is the entire agreement of the parties and may be amended only in writing signed by both parties. If any provision is held invalid, the remainder remains in effect. This Agreement may be signed in counterparts and by electronic signature.

SIGNATURES

CITY OF McCLEARY

_____

Andrea Dahl, Mayor

Date: _____

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

PNW COMMUNITY DEVELOPMENT CONSULTANTS

_____

Bradley Eisold, President

Date: _____

PART II: EXHIBIT A, DETAILED SCOPE OF WORK

1. Statutory Framework for All Drafting

- McCleary is a partially planning jurisdiction. The mandatory periodic update scope is the review and revision of critical areas and natural resource lands regulations, with legislative findings, by June 30, 2027 (RCW 36.70A.130(1)(c) and (5)(d)).
- Requirements that apply only to cities fully planning under RCW 36.70A.040, including middle housing (RCW 36.70A.635), accessory dwelling units (RCW 36.70A.680 and 36.70A.681), and housing element requirements, will be presented to the City as local policy choices and will not be described as state mandates in code text, findings, or notices.
- Requirements that apply regardless of GMA status, including STEP housing (RCW 35A.21.430), organics management facility siting (RCW 70A.205.040), and the State Building Code (chapter 19.27 RCW), will be carried into the code as required.
- Drafting begins from the Consultant's existing working drafts of Titles 15 & 18 and the City's May 2024 Comprehensive Plan.

2. Package 1, GMA Periodic Update and Building Code (Titles 18 and 15)

Task A.1: Title 18 Critical Areas (MMC 18.08). Complete the Commerce Periodic Update Checklist for Partially Planning Jurisdictions and the Commerce Critical Areas Checklist. Review all five critical area types against best available science (RCW 36.70A.172), including:

- **Aquifer recharge areas:** add the 2008 Pacific Groundwater Group report and the 2022 EA Engineering Aquifer Sustainability Plan to the adopted science; treat the Wildcat Creek Aquifer, the City's sole municipal water source, as the primary policy consideration
- **Wetlands:** check buffers and mitigation against current Ecology guidance and correct the Table F.3 heading error
- **Fish and wildlife habitat conservation areas:** apply current WDFW priority habitat data and riparian guidance, with special consideration for anadromous fish
- **Geologically hazardous areas:** replace 1986 and 1987 mapping references with current state hazard data where available
- **Frequently flooded areas:** confirm current FEMA flood insurance rate map panels

Task A.2: Natural Resource Lands Findings. Determine whether any land in the City meets the designation criteria for agricultural, forest, or mineral resource lands (WAC 365-190-050 through 365-190-070) and prepare written findings.

Task A.3: Title 18 SEPA Chapter (MMC 18.04). Update the 1984 SEPA procedures, including the outdated public records reference to chapter 42.17 RCW (now chapter 42.56 RCW), and evaluate the categorical exemption thresholds available under WAC 197-11-800.

Task A.4: Title 15 Building Code Alignment. Align local adoption with the 2024 State Building Code editions scheduled to take effect May 3, 2027, and coordinate fire apparatus access provisions with the City's fire service provider.

3. Statutory Process for Each Adoption Package

- SEPA environmental checklist and recommended threshold determination for the SEPA Responsible Official appointed under MMC 18.04.050

- Notice of intent to adopt to the Department of Commerce at least 60 days before adoption, and transmittal of the adopted ordinance within 10 days after adoption (RCW 36.70A.106). For Package 1, notice will be submitted no later than March 12, 2027.
- Adopting ordinance with the findings required by RCW 36.70A.130(1)(c) for Package 1
- Post adoption: updated permit forms, workflows, and one staff training session

4. Schedule and Phase Budgets

Phase	Timeframe	Work	Budget
Phase 1	Dec 2026 to Feb 2027	Package 1: Drafting Titles 15 and 18, SEPA, Commerce notice, hearings, and adoption before June 30	$24,000
Total			**$24,000**

5. Meetings Included

- Monthly coordination meetings with City staff
- One City Council briefing and one public hearing per package

6. Not Included

- Field wetland delineation, hydrogeologic study, or other specialist field work
- New GIS data creation beyond available City and County sources
- City Attorney review, legal notice publication costs, and code publisher charges
- Representation of the City in Growth Management Hearings Board or court appeals

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1500 Jefferson Street SE | PO Box 42525 | Olympia, Washington 98501 | 360-725-4000
www.commerce.wa.gov

[Publish Date]

Mayor of McCleary
100 S 3rd
McCleary, WA 98557

RE: State Fiscal Year 2027 Growth Management Act Periodic Update Grant

Dear Brenda Orffer:

This letter to inform McCleary of the revised award amount for the Growth Management Act (GMA) Periodic Update Grant (PUG). Unfortunately, to help address the ongoing state budget revenue shortfall, the 2027 Supplemental Budget reduced PUG funding for state fiscal year 2027 (FY27) from $9 million to $6 million. The result is a reduction to grant funding that jurisdictions will receive in FY27, and their overall PUG award amount.

McCleary's revised PUG award funding for FY27 is $9826. The reduction was 1.74% of the remaining funds awarded across the board, reducing your FY27 by $174.

If you have questions about this letter and/or need to request technical assistance, please contact your Commerce regional planner and the PUG's contract team listed below.

Sincerely,

Dave Andersen, AICP
Managing Director, Growth Management Services (GMS)

cc: Joshua Engelbrecht, Regional Planner joshua.engelbrecht@commerce.wa.gov
Ashley Murphy, GMS Contract Coordinator, ashley.murphy@commerce.wa.gov
Ashley Dofner, GMS Contract Assistant, ashley.dofner@commerce.wa.gov