

---

*CITY OF COSMOPOLIS*

---

**REGULAR COUNCIL AGENDA  
COUNCIL CHAMBERS  
1300 FIRST STREET  
October 6, 2021  
7:00 P.M.**

**Budget Workshop 6:15-6:30  
Feral Cat Workshop 6:30 – 7:00**

1. **FLAG SALUTE – PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER – ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **PRESENTATION – Greater Grays Harbor Inc.**
5. **PUBLIC COMMENTS (Agenda Items Only)**
6. **CONSENT AGENDA**
  - a. **Claims Vouchers**
  - b. **Meeting Minutes – September 15, 2021 Council Meeting**
7. **COMMITTEE REPORTS**
8. **CITY OFFICIAL REPORTS**
9. **MAYOR’S REPORT**
10. **OLD BUSINESS**
11. **NEW BUSINESS**
  - a. **Resolution 2021-07 (Volunteer FF Pay)**
  - b. **Ordinance 1368 (Volunteer FF Assoc Practice Fund)**
  - c. **Greater Grays Harbor Contract**
12. **EXECUTIVE SESSION – To discuss Acquisition of Real Estate per RCW 42.30.110(1)(b) and to discuss Performance of a Public Employee per RCW 42.30.110(1)(g). No action will be taken.**
13. **COUNCIL COMMENTS**
14. **PUBLIC COMMENTS (Comments are limited to three minutes)**

*To meet Social Distancing Standards, the City Council will be holding its meeting via Zoom.  
Please see the information below to connect.*

**Zoom Information**

**Webinar ID: 861 4688 5558  
Passcode: 048005  
(253) 215-8782**

*Zoom Webinar ID and Passcode are for the workshops and regular meeting*

**CITY OF COSMOPOLIS**  
**RESOLUTION NO. 2021-07**

A RESOLUTION setting the compensation of the Cosmopolis Volunteer Fire Department.

WHEREAS, pursuant to Cosmopolis Municipal Code Chapter 2.40, the City Council has authority to set the compensation of the Cosmopolis Volunteer Fire Department by resolution; NOW THEREFORE,

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COSMOPOLIS, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:**

**SECTION 1:** The total annual compensation to be paid to the Cosmopolis Volunteer Fire Association shall be \$8,000.00.

**SECTION 2:** The individual compensation paid to each Volunteer Firefighter shall be a percentage of the total compensation set forth in Section 1, above.

**SECTION 3:** The percentages for each individual Volunteer Firefighter set forth in Section 2, above, shall be derived from and based upon the following point system:

Years of Service	5 points per year of service
Medical Status	
EMT	75 points
First Responder	50 points
Advanced First Aid	10 points
Certifications	
Auto Defib	25 points
Evap	25 points
HIV	25 points
Officers	
Chief	200 points
Assistant Chief	150 points
Captain	100 points
Lieutenant	100 points
Association Officers	
President	50 points
Secretary	50 points
Treasurer	50 points
Drills	10 points per drill
Outside Training	
4 hours	25 points

8 hours	50 points
Sunday Duties	
First Sunday Duty	10 points
Second Sunday Duty	20 Points
Three or more	25 points per Sunday Duty
Missing Duties without Notification	25 points deducted

**SECTION 4.** The meal stipend for Sunday Duty, set forth in Section 2.40.070(b) of the Cosmopolis Municipal Code, shall be set at ~~\$25.00~~ \$50.00 per firefighter, for no more than two firefighters per Sunday.

PASSED AND APPROVED this 6<sup>th</sup> day of October, 2021.

---

Mayor

Attest:

---

Clerk-Treasurer

**CITY OF COSMOPOLIS**

**ORDINANCE NO. 1368**

AN ORDINANCE PERTAINING TO THE COSMOPOLIS VOLUNTEER FIREFIGHTERS ASSOCIATION; AMENDING SECTION 2.40.090 TO THE COSMOPOLIS MUNICIPAL CODE.

BE IT ORDAINED by the City Council of Cosmopolis as follows:

**SECTION 1.** Section 2.40.090 of the Cosmopolis Municipal Code, to read as follows:

**2.40.090 - Practice fund.**

On or about May 1 of each calendar year, ~~the~~ city shall pay to the Cosmopolis Volunteer Firefighters Association the amount of two thousand five hundred dollars annually for the purpose of practice drills. Practice drills include, but are not limited to, CPR training and recertification, practice burns, rescue training, fire hose practices, and implementation/learning of new procedures as required by the state. These funds shall be used for practice drills at the discretion of the fire chief. This annual amount may be reviewed and revised from time to time by the city council.

PASSED AND APPROVED this 6<sup>TH</sup> day of October, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Finance Director

I, Julie Pope, Finance Director for the City of Cosmopolis, Washington, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 1368 of the ordinances of the City of Cosmopolis, Washington, and that the same was passed regularly and according to law on the 6th day of October, 2021.

\_\_\_\_\_  
Finance Director

## MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this day by and between the City of Cosmopolis, Municipal Corporation, hereinafter referred to as the "MUNICIPALITY" and Greater Grays Harbor, Inc., hereinafter referred to as the "AGENCY":

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the MUNICIPALITY desires to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the service set forth in this contract;

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

### I. SERVICES

The AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as AGENCY responsibilities throughout this Agreement.

The AGENCY shall provide a comprehensive, cooperative, and planned approach to economic development involving government, business, education, labor and others. Specific tasks shall include, without limitation:

- A. Encourage a favorable business climate;
- B. Encourage competitive and appropriate sites for business location and/or expansion;
- C. Encourage training and retraining of unemployed workers through cooperative efforts;
- D. Encourage tourism to Grays Harbor County through advertising, publicity and distribution of information;
- E. Find and encourage investment of capital in new and/or expanded business facilities and equipment;
- F. Identify, attract and assist relocation of new business to Grays Harbor County;
- G. Assist to correct problems which may hinder or prevent business existence, expansion or creation;
- H. Identify new inventions, innovations, markets and/or marketing potentials, and bring to fruition;
- I. Assist the City of Cosmopolis, in identifying and carrying out its responsibilities and function in a cooperative and planned approach to economic development.
- J. Assist in the creation, development, and support of small businesses.

## II. REPORTING REQUIREMENTS

The AGENCY shall submit periodic reports as required by the MUNICIPALITY which shall include, but not be limited to, a fiscal year revenue and expenditure report, and final annual evaluation report.

## III. DURATION OF AGREEMENT

The effective day of this Agreement shall be January 1, 2022, and shall terminate on December 31, 2022. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

## IV. COMPENSATION AND METHOD OF PAYMENT

The MUNICIPALITY shall reimburse the AGENCY for the services performed under this Agreement, an amount of \$2,700, payable within thirty (30) days of contract execution.

## V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The AGENCY agrees to maintain books, records, documents, and accounting procedures and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. The AGENCY agrees that the MUNICIPALITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

## VI. COMPLIANCE WITH LAWS

The AGENCY, in performance of this Agreement, agrees to comply with all applicable federal, state, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

## VII. NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Agreement, AGENCY agrees to comply with federal and state laws prohibiting discrimination in employment and delivery of services, including the Americans with Disabilities Act of 1990, as amended.

## VIII. INDEMNIFICATION/HOLD HARMLESS

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the AGENCY's own risk and the AGENCY expressly agrees to indemnify, defend, and hold harmless the MUNICIPALITY and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the MUNICIPALITY which result from, arise out of, or are in any way connected with the services to be performed by the AGENCY under this Agreement.

IX. TERMINATION

If the AGENCY fails to comply with the terms and conditions of the Agreement, the MUNICIPALITY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 60 days notice in writing of intent to terminate.

X. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Greater Grays Harbor, Inc  
"Agency"

City of Cosmopolis  
"Municipality"

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**CITY OF COSMOPOLIS**  
**ORDINANCE NO. 1369**

AN ORDINANCE PERTAINING TO NO-PARKING ZONES, AMENDING SECTION 10.12.080 OF THE COSMOPOLIS MUNICIPAL CODE.

BE IT ORDAINED by the City Council of Cosmopolis as follows:

**SECTION 1.** Section 10.12.080 of the Cosmopolis Municipal Code is hereby amended, to read as follows:

**10.12.080 No-parking zones.**

(a) It is unlawful for any person to park a motor vehicle at any time upon the following described streets or parts of streets, when signs are erected and/or curbs are painted:

- (1) The north side of Distler Street from its intersection with Burns to its terminus.
- (2) The northeast side of First Street between the 1500 Block through the 1800 Block.
- (3) The north side of Holly Lane for a distance of 205 feet west of its intersection with Hill Road (300 Block of Holly Lane).
- (4) The north and south sides of the 1100 Block of Stanford Drive, adjacent to Makarenko Park.

PASSED AND APPROVED this 6th day of October, 2021

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Finance Director

I, Julie Pope, Finance Director for the City of Cosmopolis, Washington do hereby certify that the foregoing is a true and correct copy of Ordinance No. 1369 of the ordinances of the City of Cosmopolis, Washington, and that the same was passed regularly and according to law on the 6th day of October, 2021.

\_\_\_\_\_  
Finance Director