



McCleary City Council

AGENDA

January 9, 2013

7:00 Council Meeting

Flag Salute

Roll Call

Public Hearings:

Public Comment:

Minutes (Tab A)

Mayor's Report/Comments:

Staff Reports:

Dan Glenn, City Attorney (Tab B)

Nick Bird, Director of Public Works (Tab C)

Staff Reports (Tab D)

Old Business:

Utility Service Abandonment (Tab E)

New Business:

Jail Service Contract (Tab F)

Utility Service Improvement Cost (Tab G)

Well 2/3 Progress Estimate #4 (Tab H)

Electric Vehicle Project (Tab I)

Property Issues

FD 12 levy failure - discussion

Resolutions:

Ordinances:

Vouchers

Mayor/Council Comments

Public Comment

Executive Session

Adjournment

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

Please Turn Off Cell Phones – Thank You

The City of McCleary is an equal opportunity provider and employer.
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, November 12, 2012

ROLL CALL AND FLAG SALUTE	Council members Catterlin, Reed, Lant, Schiller and Ator.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Dan Glenn, Wendy Collins, Nick Bird, George Crumb, John Graham and Jon Hinton from Gray & Osborne.
PUBLIC COMMENT	Helen Lake wanted to wish everyone a Merry Christmas and commented on how nice the decorations look around the City.
MINUTES APPROVED	It was moved by Councilman Catterlin, seconded by Councilman Lant to approve the minutes from the November 28, 2012 meeting. Motion Carried 5-0.
MAYOR'S COMMENTS	<p>Mayor Dent discussed an eviction issue. When a resident does not have power or water for six months, due to non-payment, the ordinance provides eviction as a resolve. Mayor Dent does not desire to evict the residents at this point. After discussion between staff and Council, the Mayor is going to go against the current language and give the resident an additional two-weeks to come up with the outstanding amount owed, which is approximately \$200.</p> <p>Mayor Dent announced he as extended the new police officer's probation by six-months.</p>
CITY ATTORNEY REPORT	Dan Glenn provided a memo for the Council and invites any questions they may have.
DIRECTOR OF PUBLIC WORKS REPORT	Nick Bird has provided a memo for the Council and invites any questions. He has not received any applicants for the Wastewater Treatment Plant Operator position. He has advertised in various locations and is hoping that will help get the word out.
PUBLIC WORKS TRUST FUND AMENDMENT	A correction is needed that was stated in error on the PWTF loan documents. The correction will state that the loan will be paid off in 2031, not 2032. It was moved by Councilman Catterlin, seconded by Councilmen Reed and Ator to authorize the execution of amendment to Loan Agreement/Contract PC12-951-069 (the 2012 PWTF Loan Agreement). Motion Carried 5-0.
WELL PROGRESS ESTIMATE #3	We are about 55% finished on the project with a lot of work ahead. It was moved by Councilman Ator, seconded by Councilman Lant to approve Progress Estimate #3 to Award Construction in the amount of \$220,704.20 and deposit \$10,672.35 into a retainage account. Motion Carried 5-0.
WELL CHANGE ORDER PROPOSALS	Additive items are being requested that were not included in the original contract bid. The items include decommissioning existing Well No. 1 and chip sealing, adding additional cost to the project. After discussion, the Council asked Nick to provide them with the remaining balance in the contingency fund before making a decision on the additive items. This item will be tabled until then.
PECI/ESG	PECI implements the Energy Smart Grocer (ESG) program for Bonneville Power's conservation program. The agreement allows Peci to utilize some of the conservation dollars allotted to McCleary to implement this program and is intended for grocery-type facilities with refrigeration components. Two of the three retail establishments in McCleary are interested in this program. There is approximately \$21,000 remaining in the 2012 conservation budget and approximately \$38,900 is available for the 2013 fiscal year. By authorizing this agreement, conservation opportunities within the City will increase and will not increase staff workload to provide the added benefit to the community. It was moved by councilman Lant, seconded by Councilman Ator authorize execution of the Peci/ESG Agreement. Motion Carried 5-0.

RESOLUTION NO. 652 POWER
RATE INCREASE

BPA raised their rates 7.8% in 2011 but the City did not increase rates to cover the increase. Now, Bonneville Power Administration will be increasing them again 6.8%. The Mayor does not agree with conducting an expensive rate study. Increasing rates are inevitable because the City cannot continue to absorb the increases. Both Council and staff are reluctant to increase rates but do not have a choice and are forced to make the difficult decision. Dan Glenn asked about the date it goes into affect and it was decided the billing period the increase will begin will be December 16, 2012 through January 15, 2013. Mr. Glenn asked about current Resolution 544, which has a base service rate of \$7.05 for the meter and a minimum charge of \$15.00, which includes the \$7.05. Commercial fee is \$21 for a single phase meter and \$36 for 3-phase. All usage rates would be increased by 7.8%, not the base rates and the usage will continue as a four-digit rounding number.

It was moved by Councilman Catterlin, seconded by Councilman Schiller to adopt Resolution 652 changing power rates by a 7.8% increase for power usage and include language change addressing when a house is vacant for a year, connection fees are not required. Resolution Adopted 5-0.

FIRE DISTRICT #13 AGREEMENT

It was moved by Councilman Lant, seconded by Councilman Schiller to authorize the Mayor to sign the agreement with Mason Fire District #13 with the alteration of not giving a one-year notice but use a three or six-month notification for cancelation. Motion Carried 5-0.

UTILITY SERVICE
ABANDONMENT

Tabled.

FIRE DEPARTMENT ROOF

Mayor Dent received another bid for \$15,000 plus tax from Ron Pittman. Mr. Pittman is considered a public employee since he is the City's Fire Chief. Mayor Dent understands Mr. Pittman cannot make more than \$8,000 a year in this capacity and has no problem with hiring him to do the work, especially since he is the low bid. **It was moved by Councilman Catterlin, seconded by Councilman Schiller to authorize the City to hire Ron Pittman Construction LLC to replace the roof of Building D (Fire Department) for the base amount of \$14,942 (which includes sales tax) and to replace plywood sheathing for \$30/hr and \$15 per sheet with the total cost not to exceed \$18,000. Motion Carried 5-0.**

GUTTER REPLACEMENT

It was moved by Councilman Lant, seconded by Councilman Schiller to authorize the City to pay Progress Estimate #1 in its entirety, specifically waiving the retainage retention as authorized under RCW 39.04.155(3) with the amount to be paid as \$17,485.46 and accept the project as complete. Motion Carried 5-0.

ORDINANCE NO. 789 CRIMINAL
LAW REVISION

It was moved by Councilman Lant, seconded by Councilman Reed to adopt Ordinance 789 relating to criminal law, amending 1(Part), Ordinance 679, and 9.22.900 of the municipal code; and imposing penalties. Roll call taken in the affirmative. Ordinance Adopted 5-0.

ORDINANCE NO. 790
GOVERNMENTAL OPERATION
(PLANNING
COMMISSION/HEARING
EXAMINER)

It was moved by Councilman Lant, seconded by Councilman Schiller to adopt Ordinance 790 relating to governmental operation, clarifying grants of authority in relation to certain matters, providing definitions, amending sections 2.28.050, 2.28.080, 2.28.090, and 2.30.020 of the municipal code, providing for severability and an effective date. Roll Call taken in the affirmative. Ordinance Adopted 5-0.

RESOLUTION NO. 653 LEVY
SHIFT OBJECTIONS

Mayor Dent stated this resolution basically tells the County they made a mistake and are ripping off our tax payers again. **It was moved by Councilman Lant, seconded by Councilman Ator to adopted Resolution 653 relating to Levy Shift Objection. Resolution Adopted 5-0.**

APPROVAL OF VOUCHERS

Accounts Payable vouchers/checks approved were 35674-35737 including EFT's in the amount of \$355,922.21 and payroll checks approved were 35616-35753 including EFT's in the amount of \$161,160.47.

It was moved by Councilman Ator, seconded by Councilmen Reed to approve the vouchers. Motion Carried 5-0.

PUBLIC COMMENT

Councilman Lant asked to revisit the idea of Council laptops to replace the large Council binders. The Council understands there will be a cost savings by not needing to photo copy the enormous documents that are frequently included in the Council packets. The laptops can be handed down to the next Council and are very reasonably priced, especially State surplus laptops. Mayor Dent stated he will revisit it after he sees the cash balances at the end of the year.

Councilman Schiller is concerned about the Mayor's comment about handling the eviction situation himself and not following order. Mayor Dent said he would take the blame if anything arises from the decision.

EXECUTIVE SESSION

It was moved by Councilman Schiller, seconded by Councilman Reed to go into an executive Session at 7:50 pm for 10 minutes to discuss the Fire Mitigation and land acquisition issue. Attending were Mayor Dent, Councilmember's, Dan Glenn and Nick Bird. Motion Carried 5-0.

The Executive Session ended at 8:00 pm. No action was taken.

MEETING ADJOURNED

It was moved by Councilman Lant, seconded by Councilmen Ator to adjourn the meeting at 8:01 PM. The next meeting will be on January 9, 2013 at 7:00 PM. Motion Carried 5-0.

Mayor Gary Dent:

Clerk-Treasurer Wendy Collins:

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary
FROM: DANIEL O. GLENN, City Attorney
DATE: January 3, 2013
RE: LEGAL ACTIVITIES as of JANUARY 9, 2013

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

At the time of the preparation of this Report, I have not been provided with the Agenda for this evening's meeting. Thus, at such time as the agenda is developed, if it has an item upon it which requires inclusion in this report, I will provide a supplement. However, the following are the issues which are, in my opinion, present.

1. JAIL SERVICES CONTRACT: A final draft of the contract for jail services relating to confinement of individuals charged with less than felony offenses has been provided to you for your review. The short answer is my recommendation is you authorize the Mayor to execute the contract.

A significant amount of time has been put into developing the draft which is before you. Among the changes/improvements over the prior contract are the following:

A. The contract is now an annual contract subject to automatic renewal unless either party gives the other party written notice of the desire to terminate/renege at least 90 days prior to the end of the calendar year. Thus, the possibility of receiving another termination notice effective in the middle of the City's budget year is no longer present.

B. Pursuant to the goal of providing some budget certainty for both sides, provision is made for an automatic adjustment based upon a CPI percentage is present. It is 75% of the referenced CPI with a maximum increase of 3%.

C. A dispute resolution provision has been added since the old contract had nothing for guidance.

D. As to medical care, it is confirmed that, to the extent the medical care is provided by the "in house" services provided to the County under its contract with a local medical office, the cost is included in the daily rate. Basically, only if the care is provided at an outside facility will there be an expense.

E. Definitional sections have been added which are satisfactory to the law enforcement officials involved defining how the billing rate is established. The definition of when something would represent a day became almost "Clintonian" in its detail and complexity.

F. The City may obtain a 10% discount by prepaying for services. This is similar to that which was available in the past.

G. The indemnification responsibilities arising from claims have been clarified.

H. A "most favored city" clause has been inserted to insure that no one, for instance the State, can obtain a lower rate for parole violators.

2. FIRE DISTRICT #12: As has been reported in the media, the District is facing its own "fiscal cliff" in relation to being able to fund its contract with FD #5 for EMS services. My understanding is, by the time of this meeting, if not before, #12 may have extended its agreement with #5 for one month. The impacts upon McCleary of the inability of #12 to fund its contract for EMS services are being reviewed.

As it stands now, the City contracts with #12 only as to the provision of fire suppression services by the City's Fire Department. However, as the Department's management has recognized, the situation can be interesting/challenging if a call for services for injuries arising from an automobile accident on the freeway is generated and it is discovered that the location is outside the City's boundaries. How does the Department respond to such a situation? At this stage, the situation merits reviewing the contract to clarify such matters.

As always, this is not meant to be all inclusive. If you have any questions or comments, please direct them to me.

DG/le

STAFF REPORT

To: Mayor Dent
From: Nick Bird, Director of Public Works
Date: January 4, 2013
Re: Current Non-Agenda Activity

Well 2 & 3 Project

Progress Estimate No. 4 is included as an action item for this meeting. As discussed last meeting, a fiscal analysis of the project will be prepared and presented at the January 9 meeting.

Treatment Plant Manager

We have not had a great response for the open position. Next week, we will be contacting contract operators through the Department of Health. We hope that by utilizing this method, we will be able to return to compliance with the Department of Ecology.

Fire Department / Public Facility's Roof

The contract between the City and Ron Pittman Construction LLC has been executed. We are pushing to have the work completed soon.

4kV Substation

Dissolved Gas Analysis (DGA) samples have been completed on the existing transformers. The sample results indicate that the dissolved gas concentrations have decreased. While this is good news, we still feel that having a spare transformer for the 4kV substation is good practice. We will coordinate with Elcon to prepare an amendment to the existing agreement to prepare a bid package for the material purchase, which will first be provided to Council for authorization.

12kV Substation

The sample results for the 12 kV substation indicated that the dissolved gasses and moisture levels in the transformer have decreased. We will test again in three (3) months in an attempt to establish a trend.

Snow Policies

Sure enough, the snow hit us on Christmas Day! If you get the opportunity, please thank Todd for his commitment to the City. As previously stated, we have an informal process to address snow and ice, as we have had for many years prior, but we would still like to formalize this via an established policy, which will hopefully presented to you soon.

Ecology Grant/Loan Program

No information has been received. The website still indicates that the list of applications is to be provided shortly after the closing date of November 2. The anticipated funding offer list will be prepared in early 2013.

2nd Street Intersection

As previously noted, since a complaint has been filed, we will continue to search for funding opportunities to correct the existing deficiencies at 2nd Street and Hemlock Street. We have contacted the Transportation Improvement Board (TIB) to see if they had any "left over funding" available as they had in 2009. Unfortunately they said our best bet was to wait until the next funding cycle, which will be available in mid 2013.

STAFF REPORT

To: Mayor Dent

From: Colin Mercer

Date: January 3, 2013

Re: December Building Department



Activities

- Submit copies of permits issued to Grays Harbor County Assessor's Office.
- McCleary School playshed metal building design received and under review.
- The Beehive Harmony House plan changes reviewed and approved for foundation changes. Civil drawings have been stamped approved.
- Lexar Homes, 539 E. Bear St Final Inspection and Certificate of Occupancy issued. The home is now occupied.
- High Definition Homes 1562 N. 5th St. is currently in the rough in stage.
- Energy Wise Construction final inspection performed, corrections given.
- Implemented the new Residential Construction Application Package, which will include all the forms and applications that could be required for a residential project.

Nuisance Issues in Progress

- Two of the nuisance properties in town, were sold at auction by Grays Harbor County. The building department has had contact with one of the new owners and has informed him of the pending nuisance issues.
- Improvements to the conditions at 349 S 1st Street as tenant has rented a dumpster for clean up.

Nuisances Resolved

- Garbage nuisance at 511 S 3rd has been taken care of by the tenant as they have started service with Lemay.

Comments:

I have begun the process to obtain the Commercial Inspectors Certification through ICC to add to my current certifications of Residential Inspector, Mechanical Inspector and Plans Examiner.

Building Department Activity

ACTIVITY	MONTHLY TOTALS	YEAR TO DATE TOTALS	ACTIVITY EXPLANATION
Customer Service	28	748	Answer building department related questions in person or by phone, meeting with potential applicants.
Building Permits Issued	1	33	Remodels, new construction & additions, both residential and commercial.
Plan Reviews Performed	1	40	Reviewing plans for building code and municipal code compliance.
Inspections Performed	13	264	Field inspections, writing of corrections or approving work.
Finals or Certificates of Occupancies	3	16	Performing of the final inspection & issuing of certificate of occupancy allowing use of the structure.
Complaints Received	2	18	Investigate and address citizen or staff reported issues, obtain resolution or acceptable compromise.
Nuisance Letters Sent	3	48	Formal notice from the City informing citizens of violations and providing expectation of the City for compliance.
Lemay's Garbage Letters Sent	0	148	Formal notice from City after notification from Lemay that service has been stopped.
Building Department Revenue	\$85.00	\$55211.71	Funds generated by the Building Department from permits, inspections, reviews etc.

Conservation Program

Month	Applications Received	Conservation Permits Issued	Rebates Paid This Month	Total Rebates Paid To Date
November	1	1	\$3000.00	\$5930.70
December	1	1	70.00	\$6000.70

Lemay's Garbage Compliance

Number of letters sent to Tenants	Number of letters sent to Owners	Second notices sent to Tenants	Second notices sent to Owners
0	0	0	0
Active Accounts	Pending	Stopped Service	Un-Occupied
84	0	11	15

STAFF REPORT

To: Mayor Dent

From: Colin Mercer Webmaster 

Date: January 3, 2012

Re: December Website & Help Desk

Re-Occurring Website Activities

- Council Agenda/Packet posted online.
- Council Minutes posted online.

New Website Activity

- Posted the new Electric rates for 2013 after the passing of Resolution 652.
- Posted the Santa food drive notice with map.
- Changed Municipal Code of the Month to: 12.08 House Numbering.
- Posted all the holiday hours for City Hall.
- Posted that City Hall now closes at 4:00 pm each business day.

Additional Tasks

- Coordinate the scheduling of the EV project estimate phase with the Ecotality contractor and staff.
- Start update City contracts on the intranet for easier access.
- Distribute 2013 mileage books to all departments.

Help Desk Activity

Month	Number of Incidents Reported	Staff Reported / Closed / Open	Citizen Reported / Closed / Open
September	9	7 / 1 / 32	2 / 1 / 11
October	5	3 / 0 / 35	2 / 0 / 13
November	3	3 / 2 / 36	0 / 2 / 11
December	15	3 / 17 / 22	12 / 10 / 13

Website Comments:

First Name:

Last Name:

Comments: Just used the new online bill pay for my utility bill. Worked great and was very easy to set-up and pay. Thanks for your efforts in making this happen.

First Name: Elie

Last Name: Hartman

Comments: To whom it may concern:

I came home to McCleary from college and visited the Beehive Retirement Center twice during the week before Christmas. The first time I visited, I drove my car and saw an elderly lady with a walker forced to walk in the street because there are no sidewalks on the blocks leading to the Beehive. Areas to either side of the road are full of large rocks and rain puddles that do not constitute quality walking ground. As a fully able-bodied person, I, too, was forced to walk in the street when I walked to the Beehive during my second trip so as to avoid the rocks and puddles. Elderly persons and those who use walking accommodations face even greater difficulties saying safe on these roads.

I write to the city of McCleary to ask that those in charge consider installing sidewalks so that the Beehive residents can safely walk to town. I am sure they would appreciate this courtesy as well.

Thank you,

Elie Hartman

McCleary resident for 21 years

Website Traffic

December 1, 2012 through December 31, 2012 (Top visited pages shown only)

Section	Page Views	Percent of Total
Default Home Page	2195	26.95%
Events Calendar	430	5.28%
Agendas and Minutes	328	4.03%
City Jobs	299	3.67%
Conservation Program	279	3.43%
City Departments	255	3.13%
Utilities	255	3.13%
Search Results	180	2.21%
Planning Department	155	1.9%
Water / Wastewater	153	1.88%
Police	141	1.73%
Administration	133	1.63%
Public Facilities	127	1.56%
Municipal Code	126	1.55%
Light & Power	120	1.47%
Mayor and Council	110	1.35%
Fire	102	1.25%
2008-13 Budget	100	1.23%
Development Services / Building	93	1.14%
Code, Ordinances & Standards	90	1.11%
FAQ's Page	83	1.02%
Helpful Links	81	0.99%
Municipal Court	76	0.93%
City Photos	70	0.86%
Bear Festival	61	0.75%
Chamber of Commerce	57	0.7%
Previous Years Council Minutes	57	0.7%
Previous Years Council Agendas	45	0.55%
Tell Us What You Think!	44	0.54%
Interlocal Agreements	44	0.54%
Title 13 Public Services	33	0.41%
Christmas Photos 2007	32	0.39%
Bear Festival Photos	32	0.39%
Title 17 Zoning	31	0.38%
Flood Photos 2009	30	0.37%
65th Anniversary Photos	29	0.36%
Park Project Photos	25	0.31%
City Staff	24	0.29%
12.08 House Numbering	23	0.28%
Conservation Data Page	20	0.25%
13.24 Utility Service Rates	18	0.22%
9.14 Assault, Abuse or Neglect of Patients--Nursing Homes, Etc., AND Other Crimes Involving Physical Harm Or Threat Thereof	18	0.22%
Title 15 Buildings and Construction	17	0.21%
9.90 Trespass and Burglary Tools	17	0.21%
17.28 General Regulations Applying to All Zoning Districts	16	0.2%

STAFF REPORT

To: Mayor Dent
From: Paul Nott, Light & Power
Date: January 2, 2013
Re: December Report



	Monthly Statistics;	YTD Totals;
New Services;	0	13
System Outages;	2	26
Pole Replacements;	0	13
Maintenance Work Orders;	5	47
Billable Work Orders;	1	17

The month of December consisted of; two outages, some maintenance work and one service upgrade.

We removed one danger tree out on County Line Rd. just in time for the small wind storm that came the following week. During that mini wind storm we had another tree break and tore down the secondary service from a house. Also, while on patrol in the Sand Creek area we found that someone had climbed four of the poles and had stolen approximately 1300 feet of copper wire. We made the repair and so far so good, the wire is still there.

New Year's Eve we had yet another underground fault on the same section of wire that we would like to get replaced on Olin Ave. As the wire is deteriorating we are finding that it is faulting approximately every six to eight weeks and our customers are getting pretty frustrated. Hopefully, we will be able to address this issue, get approval and replace this section of wire in early 2013. Also, thanks to Mason Co. PUD 1 for their assistance in locating the fault...again.

We are still awaiting the DGA results from KVA on the transformer at the 4KV substation.

In 2012 the Light and Power crew completed 69 work orders. 2013 looks to be an even busier year. We have the well project to complete this month another project at the Bee Hive. We would like to get a large section of the cut over completed this year, in hopes to be less reliant on the 4KV substation.

As always if you have any questions feel free to contact us...

STAFF REPORT

To: Mayor Dent
From: Todd Baun, Public Facilities Manager
Date: January 4th, 2013
Re: December Report

The following items are the highlights of what I have been working on during the past month.

- I still have received no contact from Mr. and Mrs. Gravatt on the storm water issue affecting their property located at 311 W. Simpson Ave. We are in a holding pattern until we receive the legal documents that have been given to them by the city.
- The crew is still filling in many potholes throughout the City.
- We are continuing our maintenance of our equipment and vehicles.
- We have been trying to keep up with cleaning storm drains and culverts in the city.
- We have been helping Jon at the WWTP. He has been doing great by himself, but he still needs some help at times. I have been learning the different processes that the WWTP has to go through daily.
- Gutters have been installed on the park restrooms, park kitchen, library, and the WWTP. They look great and lasted through the first snow.
- I have plowed snow and sanded roads several times this month. Luckily, the snow and ice has been minimal this year.
- We are still performing maintenance on city buildings and library.
- The Fire Hall roof is scheduled for a new roof. The old roof will be torn off and new metal will be put back on.
- And as always, we are trying to keep up on all our routine and daily maintenance of the parks, cemetery, streets, water, sewer, storm and buildings.

If you have any questions, don't be afraid to ask. If you see something that needs attention or have any ideas that you would like me to pursue, my door is always open, so please come and talk to me.

STAFF REPORT

To: Mayor Dent
From: George M. Crumb, Chief of Police
Date: January 2, 2013.
RE: Report for January 9, 2013 Council Meeting

SUMMARY OF POLICE INCIDENTS / ACTIVITIES:

The below listed information are calls or contacts received by McCleary Police Officers either generated by Grays Harbor County dispatch 911 service, citizen reports, call in, contacts, or other officer generated incidents:

*Close out for 2012. (2616 Incidents reported or generated for 2012)

*02 incident histories reported as of : 010213 / 1248 hours this date.

Speeding.	DWLS
Speeding in School Zone	...Burglary
Fire Response's	. .Disorderly Conduct
Traffic Stop's	.. Assault/Firearm used /Threats/Weapon call
Agency Assist's	. Drug Incidents
Animal Complaints	...Curfew Violations
Traffic Hazard Reports	.. Welfare Checks
Report of Harassment	.. Suspicious Person/Vehicle
Police Information or Referrals	. Trespass
Traffic Offense/Reckless	. Found Property Reports
Motorist Assist/Citizen Assist	. Theft Reports
Attempt to Locate	.. Juvenile Problems/Run-a-way
Malicious Mischief	.. Warrant Arrests
9-1-1 Open Line	.. Domestic Violence
Custody dispute/Civil	.. D.U.I.
Audible Alarm	...Subject Stop
Hit & Run	.. Noise Complaints

Discussion: Open:

Council Members Present: ALL.... Mr. Ator, Mr. Reed, Mr. Caterlin, Mr. Lant,
Mr.Shiller.

Mayor Dent: Present / Not Present _____

Officer Reporting: Chief Crumb _____

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: January 4, 2013
Re: Utility Service Abandonment

Mr. Glenn and I have not had the opportunity to prepare a revised resolution and ordinance to correct the discrepancy described last meeting. We plan to have proposed revisions for your review next meeting.

Staff Recommendation:

None at this time.

Action Requested:

None at this time.

INTERLOCAL AGREEMENT
BETWEEN GRAY HARBOR COUNTY AND THE CITY OF _____
For jail services

In accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jail Act (Chapter 70.48 RCW, as amended), Grays Harbor County, a political subdivision of the State of Washington (the "County") and the City of _____ (the "City"), in consideration of the payments, covenants and agreements hereinafter mentioned, to be made and performed by the parties, do covenant and agree as follows:

1. **DEFINITIONS:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this contract:
 - 1.1 "City Prisoner" means a person booked into or housed in the jail when a City charge is a basis for booking or confining that person. A City charge is basis for booking or confirming a person when one or more of the following applies, whether pre-trial or post-trial.
 - 1.1.1 The person is booked or confined by reason of violating or allegedly violating a City Ordinance;
 - 1.1.2 The person is booked or confined by reason of a Court warrant issued by the City's Municipal Court.
 - 1.1.3 The person is booked or confined by reason of violating or allegedly violating state statute punishable as a misdemeanor or gross misdemeanor when such charge is filed in the City's Municipal Court;
 - 1.1.4 The person is booked or confined by reason of a Municipal Court order.
 - 1.1.5 The person is booked or confined for any of the foregoing, in combination with other charges by reason of a warrant or other governments, or a State court of competent jurisdiction for a felony charge, whether alone or in combination with non-felony charges
 - 1.2 "Jail" means a place primarily designed, staffed, and used for the housing of adults charged with a criminal offense; for the punishment, correction, and rehabilitation of offenders after conviction of a criminal offense, or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of execution of this agreement, Jail includes the Grays Harbor Jail, and any Community Corrections Program, such as Work Release, Electronic Home Detention, Work Crews, operated by the County directly or pursuant to contract.
 - 1.3 ~~The first~~ **A** "Prisoner Day" means every 24-hour period, or portion thereof greater then (2) hours, that said prisoner is in the custody of

~~the County commencing upon the adoption and signatures of the City and the County. Such time period shall be measured from the time said prisoner is transferred to the custody of the County to the time when the City resumes custody or the time of the order of release under competent authority is received by the County. any day a City Prisoner is in the custody of the County including the first day the City Prisoner is delivered to the County. A Prisoner Day ends at midnight of the day immediately preceding the day of the City Prisoner's release or return to the custody of the City. On the second and each subsequent Prisoner Day the County shall make every reasonable effort to release a prisoner as expeditiously as possible after the County has received notification of a court order to release. A Prisoner Day shall not include any day that is by state law the financial responsibility of the County or any other jurisdiction.~~ confinement for more than two (2) hours measured from the time such prisoner is first presented to and accepted by the Jail or pursuant to the authority of the City until the prisoner is released, provided that an arrival on or after ten (10) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Prisoner Day the County shall make every reasonable effort to release a prisoner as expeditiously as possible after the County has received notification of a court order to release

1.3.1 If either party notifies the other in writing that program or administrative requirements relating to the Jail are causing or will cause an inequitable burden on either party, or that new technologies and methods relating to more equitable distribution of prisoner confinement costs have become or will become available, the parties shall meet to discuss changes to the above definition of Prisoner Day.

2. **JAIL AND HEALTH SERVICES:** The County shall accept for confinement in the Jail those persons who are City Prisoners as defined in Section 1.1 and shall furnish the City with Jail facilities, booking, and custodial services, and personnel for the confinement of City Prisoners at least equal to those the County provides for confinement of its own prisoners. The County shall furnish to the City all Jail medical and health care services required to be provided pursuant to federal or state law and regulations promulgated thereto.

2.1 Notwithstanding the foregoing provisions, the County Sheriff shall have the right to refuse to accept for confinement any City Prisoner in the event that acceptance of said prisoner or prisoners, in the sole and exclusive judgment of the County Sheriff, will result in overcrowding of the jail, or otherwise present an unreasonable risk of harm to other prisoners housed in the Jail.

3. **AGREEMENT TERM:** This contract shall take effect on January 1, 2013, upon execution by both parties. No part of this contract shall be applied retroactively. This contract shall automatically renew from year to

year thereafter unless terminated pursuant to the terms and conditions of this contract.

4. **PRISONER BEHAVIOR:** All prisoners or inmates housed pursuant to this agreement shall obey all laws, regulations, and local procedures required of all prisoners housed in the Grays Harbor County Jail.
5. **RELEASE:** City Prisoners who have not completed their full term of confinement will not be released except upon written orders from the City's Municipal Court unless release is authorized by another provision of this agreement, or as ordered by a court of competent jurisdiction.
6. **COMPENSATION:**
 - 6.1 The City will pay the County a maintenance charge of seventy dollars (\$70.00) for each Prisoner Day. A twenty-five dollar (\$25.00) booking fee will be charged for any City Prisoner booked and confined for less than one (1) Prisoner Day. Where the person is booked in combination with non-City charges, then the maintenance charge **and any charges for outside medical services to be** paid by the City shall be apportioned to an amount that represents the percentage of City charge(s) to the total charges ~~and warrants upon which the prisoner is~~ booked.
 - 6.2 **At the time of booking, each entity subject to this agreement will confirm outstanding warrants or holds. Each entity will pay a pro-rata share of the basic rate or booking fee until such time as the entity disposes of its charges or releases the inmate. PROVIDED that if a city operates its own jail it will have the option, in lieu of paying a pro-rata share of the basic rate or booking fee, of confirming its outstanding warrants or holds and taking custody of their prisoners after other entities have disposed of their charges or released said prisoners.**
 - 6.3 Effective January 1, 2014, and yearly thereafter on January 1st of each year, the Prisoner Day maintenance charge paid to the County by the City shall be adjusted by seventy five percent (75%) of the June Seattle/Tacoma/Bremerton CPI-U, with a maximum of three percent (3%).
 - 6.4 The County shall transmit billings to the City monthly. Within thirty (30) days after receipt, the City shall pay the full amount billed or withheld a portion thereof and provide the County written notice specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains).
 - 6.5 Withholding of any amount billed shall constitute a dispute, which shall be resolved as follows:
 - 6.5.1 The representatives designated in Section 13 of this contract, or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful but in no case later than thirty

(30) days following receipt by the County of the written notice described in subsection 6.2 above, the City shall appeal in writing to the Grays Harbor County Sheriff, ~~who may consult with the Board of County Commissioners,~~ **The Sheriff** shall render a decision in writing to be transmitted by mail to the City.

6.5.2 The decision of the Sheriff shall be final and conclusive unless the City, within thirty (30) days of receipt of said decision, appeals in writing to the Chairman of the Grays Harbor County Board of Commissioners, ~~for settlement~~ in accordance with Section 15 of this contract. In the event no appeal is filed as provided herein, the Sheriff's decision is binding on the parties and shall not be subject to legal question either directly or collaterally.

6.6 If the City fails to pay a billing within sixty (60) days from date of billing, the City shall be deemed to have voluntarily waived its right to house City Prisoners in the Jail and will remove City Prisoners already housed in the Jail within thirty (30) days. Thereafter, the Jail shall accept no further City Prisoners until all outstanding bills are paid.

6.7 Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this contract which are revealed by an audit shall be resolved under Section 15.

6.8 The City may prepay for incarceration of its prisoners at the established reimbursement rate discounted by 10 percent. The County agrees that as long as the city has prepaid incarceration days remaining, it will accept any prisoner from the City. It is understood that should any portion of the pre-payment not be used by the end of the calendar year, the portion remaining will be carried over into the following year if the underlying jail services contract is still in effect, or in the event that the contract is terminated, the portion of the pre-payment remaining will be refunded to the City.

7. MEDICAL CARE:

7.1 Except to the extent that the services are provided by a medical provider with whom the County has a contract to provide medical services to prisoners in the jail The City will pay and be responsible for all medically necessary medical, pharmaceutical, surgical and hospital services furnished to prisoners housed hereunder, including but not limited to costs of transportation and necessary custodial supervision of said prisoner or prisoners while outside the Jail facility. In the case of an emergency requiring immediate medical assistance, and resulting in emergency medical expenses, the City shall be notified as soon as practicable. For purposes of this agreement, "medically necessary"

means medical, pharmaceutical, surgical and hospital services that meets one or more of the following criteria for a given prisoner at a given time, and as prescribed or directed by a medical professional, and which is not considered experimental or lacking medically reconized professional documentation of efficacy:

7.1.1 Is essential to life or preservation of limb, OR

7.1.2 Reduces intractable pain, OR

~~Prevents significant deterioration of activities of daily living (ADLs),
OR~~

7.1.3 Prevents significant deterioration of activities of daily living,
OR

7.1.4 Is of proven value to significantly reduce the risk of one of
the three outcomes above (e.g. certain immunizations), OR

7.1.5 Immediate intervention is not medically necessary, but delay
of care would make future care or intervention for intractable
pain or preservation of activities of daily living significantly
more dangerous, complicated, or significantly less likely to
succeed, OR

7.1.6 Reduces severe psychiatric symptoms to a degree that
permits engagement in programming that advances
correctional interests, OR

7.1.7 From a public health perspective, is necessary for the health
and safety of a community of individuals and is medically
appropriate, but may not be medically necessary for the
individual (for example, treatment for head lice), ~~OR and~~

~~Not considered experimental or to be lacking in medically
recognized professional documentation of efficacy, and~~

7.1.8 Not administered solely for the convenience of the prisoner.

7.2 Whenever practicable, the City will be billed directly by the medical care provider for all medical expenses incurred hereunder. In all other cases, such medical costs or expenses will be billed in the same manner, and subject to the same requirements and rights as monthly invoices for prisoner housing provided in this agreement.

7.3 Should the County be charged for hospitalization costs for City prisoners, excluding costs reimbursable from another jurisdiction **or source**, both parties agree that said charges shall be paid by the City in the same

manner, and subject to the same requirements and rights as monthly invoices for prisoner housing provided in this agreement. If an impasse is reached then the process outlined in Section 15 of this contract will be followed.

- 7.4 The County shall not incur any non-medical expenses without prior approval of the City's Chief of Police.
8. **TRANSPORTATION:** The City shall provide for all of the transportation needs of the prisoners under this contract without cost to the County. Such transportation shall include, but not be limited to, necessary court appearances, transportation ordered by a court of competent jurisdiction to state hospitals, veteran's hospital, or for psychiatric evaluations, and for any medical emergency situation. In addition, the City shall provide for all of the transportation needs of a prisoner whenever the Sheriff deems it necessary to transport a City prisoner for a medical necessity. In the event the County transports a City Prisoner pursuant to this agreement, the City shall reimburse the County for all costs incurred. Such transportation costs shall include mileage at the then current County equipment rental and revolving rate, labor and overhead (overhead to be equal to 0.5 x labor). No transportation of any City Prisoner subject to this agreement shall be made by the County in the absence of the express agreement of the City's agent above named, unless there is a medical emergency or court order.
9. **CUSTODY TRANSFER:** City Official(s) placing an arrested person in the custody of the Jail pursuant to this contract shall remain in the immediate presence of the arrested person and will be considered to have such person in their sole custody until the Jail booking officer audibly informs the City Officer(s) that the City Prisoner booking is complete, and at such time, and only at such time, will the Jail be deemed to have accepted confinement of said City Prisoner.
10. **INDEMNIFICATION: Subject to the provisions of this section, t**The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any **intentional or** negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement.
- 10.1 In the event that any suit based on such a claim, action, loss or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents and employees, or any of them, or jointly against the County and the City and their respective officers, agents and employees, or any of them, the county shall satisfy the same.

- 10.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any intentional or negligent action or omission of the City, its officers, agents and employees, or any of them, in performing services pursuant this agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.
- 10.3 In executing this agreement, the County does not assume liability or responsibility for or any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City Ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City Ordinances, rule or regulation is at issue, the city shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney fees.
- 10.4 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees, each party's liability hereunder shall be only to the extent of that party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
11. **AMENDMENT AND TERMINATION:** The provisions of this agreement may be amended by the mutual written agreement of the City and County. Either City or County may cancel this agreement by giving written notice to the other of such cancellation no later than September 30 with such termination becoming effective as of midnight of December 31 of that year. If the notice is given by the County, such notice shall comply with the requirements of RCW 70.48.090, as

now existing or hereafter amended or succeeded. All such written notices provided herein shall be made to the address indicated below.

CITY: Mayor's Office
City of _____
Address
City, State, Zip

COUNTY: Grays Harbor County Sheriff
100 West Broadway, Suite 3
Post Office Box 630
Montesano, Washington 98563

If written notice is given by the City, a copy will also be provided to the Ssheriff of the County at 100 West Broadway, Suite 3 (P.O. Box 630), Montesano, Washington 98563

12. **NONDISCRIMINATION/EQUALITY OF EMPLOYMENT OPPORTUNITY:** The County will provide equal employment opportunity in administering this contract, in implementing this contract and in administering the jail, and prohibit discriminatory treatment; any changes referred by the City to the County will be processed promptly.

13. **CONSULTATION:** The City and the County shall designate representatives for the purpose of administering this contract and shall notify the other in writing of its designated representatives. Each party will consult with the other's appropriate designated representatives in preparing annual calculations for determining costs, fees and charges, and before adopting any changes in policies, practices or procedures which may affect the responsibilities of the other and will try to resolve disputes through their designated representatives.

14. **ASSURANCE:** The County represents and assures the City that no other city or town has or will receive more favored treatment under a contract with a county in the care and treatment of its prisoners, detention facilities provided, or in charges assessed than provided under this contract to City prisoners and the charges made to eh City under this contract. If advantages are provided prisoners of any city or town or to prisoners to the County, like advantages shall be extended to City prisoners; and if lower rates are provided in any contract with another city or town, such reduced charges shall be extended to the City under this contract. This section shall not apply to temporary service contracts of less than twelve (12) months duration; provided that such temporary service contracts shall not cause the City to pay more in maintenance charges and rates that are provided for the same services in this contract.

15. **DISPUTE RESOLUTION:**

15.1 Disputes that cannot be resolved by the representatives designated herein or billing disputes shall be referred to the Chief Executive Officer

of the City and the Chairman of the County Board of Commissioners for settlement. If not resolved by them within thirty (30) days of the referral, the Chief Executive Officer and the Chairman of the County Board of Commissioners by mutual written consent may apply to the presiding judge of the Grays Harbor County Superior Court for an appointment of an arbitrator whose decision shall be final and binding on both parties. Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.

15-2 If mutual written consent to apply for the appointment of an arbitrator is not reached, within sixty days of the referral, either party may seek court action to decide the dispute. Proper venue of any such action shall be as provided under the provisions of RCW 36.01.050. Relief may include, but is not limited to, specific performance and damages. If either party prevails in a court action to enforce any provision of this contract, it shall be awarded reasonable cost and attorney fees, such fees to be based on hourly rates for attorneys of comparable experience in the community.

16. **ANCILLARY MATTERS:** The contract reserves in each party the power to establish a temporary holding facility during a riot or civil disobedience, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, and to comply with a final order of a federal court or a state court of record for the care and treatment of prisoners. Both parties shall cooperate and assist each other toward procuring grants or financial assistance which may be available to provide services under this contract.
17. **ENTIRE CONTRACT:** This contract represents the entire understanding of the parties and supersedes all oral representations that are inconsistent with or modified by its terms and conditions. The parties hereto specifically waive any rights, causes or claims arising from or related to any preceding contract for jail services between the parties as they relate to billings, definition of prisoners, definition of prisoner day, audit findings, or any other dispute relating to the establishment or administration of the billing system; provided nothing contained herein shall affect or modify any past, present or future right or obligation of either party pursuant to Section 10; provided further as condition precedent to the entry and effect of this contract, all billings and charges arising under any preceding contract for jail services shall be current.
18. **INTERPRETATION:** Each party acknowledges that they have had the opportunity to have this agreement reviewed by counsel of their choice prior to its execution.
19. **No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute acquiescence thereto. The Parties are entitled to all remedies in law and equity. NON-**

~~WAIVER: The failure of either party to insist upon strict provision of this Agreement or to exercise any right based upon or related to a breach thereof of acceptance of any performance during such breach or non-performance shall not constitute a waiver under this agreement.~~

- 20** 19. **SEVERABILITY:** If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining provisions of this Agreement. The Parties state that they would have entered into this Agreement irrespective of the fact that any one or more provisions had been declared invalid or unconstitutional.
21. **BENEFITTED PARTIES:** This Agreement and the provisions thereof are for the benefit of the parties executing it and are not for the benefit of any third party.
22. **EFFECTIVE DATE:** Being an interlocal agreement, it shall go into effect upon approval by the governing bodies of both Parties and its filing, in one of the alternative methods allowed by RCW 39.34.040, by one or both the Parties.

Approved and Accepted this _____ day of _____, 20

CITY OF _____

APPROVED AS TO FORM:

MAYOR

CITY ATTORNEY

ATTEST:

CITY CLERK

BOARD OF COMMISSIONERS FOR
GRAYS HARBOR COUNTY

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: January 4, 2013
Re: Utility Service Improvement Costs

In accordance with Resolution 507, we must revise our annual Utility Service Improvement Costs. The revised schedule is attached.

We have reviewed the unit price items displayed in the schedule and updated costs as appropriate. The next revision is scheduled for 2014.

Action Requested:

Please consider authorizing the attached Utility Service Improvement Costs, dated January 9, 2013, with an effective date of January 10, 2013.

Utility: Water

Labor

	Unit	Unit Price
Public Facilities Manager	Hour	\$ 48.81
Utility Maintenance	Hour	\$ 42.72

Equipment

	Unit	Unit Price
Backhoe	Hour	\$ 45.00
Dump Truck	Hour	\$ 35.00

Material

	Unit	Unit Price
3/4" Poly Pipe Class 200	LF	\$ 0.37
1" Poly Pipe Class 200	LF	\$ 0.60
6" Tapping Saddle w/ SS straps	EA	\$ 111.58
8" Tapping Saddle w/ SS straps	EA	\$ 124.96
3/4" Corporation Stop	EA	\$ 39.28
1" Corporation Stop	EA	\$ 53.55
3/4" Curb Stop	EA	\$ 39.28
1" Curb Stop	EA	\$ 66.13
Meter Setter	EA	\$ 112.28
Plastic Meter Box W/ plastic lid	EA	\$ 35.00
Concrete Meter Box W/ traffic lid	EA	\$ 140.00
Meter	EA	\$ 140.00
Gravel (Top Course)	TN	\$ 10.95
HMA	TN	\$ 165.00
Cold Patch (Winter Only)	TN	\$ 112.00
Compressor Rental	EA	\$ 97.00
Mole	EA	\$ 300.00
Tracer Wire	LF	\$ 0.23
3/4" Male x Poly Fitting	EA	\$ 8.19
1" Male x Poly Fitting	EA	\$ 11.44
3/4" Female x Poly Fitting	EA	\$ 12.24
1" Female x Poly Fitting	EA	\$ 12.94
Concrete Block	EA	\$ 7.00
Brass Reducer Bushing	EA	\$ 7.90

Notes:

1. This Schedule is intended to function as the schedule of record in accordance with Resolution 507 until superceded.
2. A 5% Administrative Fee and a 15% Overhead Fee will be included on all Estimates and Invoices.

Utility: Light and Power

Labor

	Unit	Unit Price
Senior Lineman	Hour	\$ 67.87
Lineman	Hour	\$ 62.12
Line Equipment Operator	Hour	\$ 46.35

Utility: Light and Power

Equipment

	Unit	Unit Price
Backhoe	Hour	\$ 45.00
Dump Truck	Hour	\$ 35.00
F-450 Flatbed	Hour	\$ 18.00
Boom Truck	Hour	\$ 50.00
Manlift	Hour	\$ 50.00

Poles

	Unit	Unit Price
75' CLASS H-1 DF POLE	EA	\$ 1,777.00
55' CLASS 2 POLE	EA	\$ 559.00
50' CLASS 2 POLE	EA	\$ 422.00
45' CLASS 4 POLE	EA	\$ 456.00
40' CLASS 4 POLE	EA	\$ 453.00
35' CLASS 4 POLE	EA	\$ 307.00
30' CLASS 4 POLE	EA	\$ 155.00

Crossarms & Braces

	Unit	Unit Price
8' CROSSARM	EA	\$ 31.45
10' CROSSARM	EA	\$ 45.00
12' CROSSARM	EA	\$ 30.00
APITONG CROSSARM BRACE ALU A6018	EA	\$ 13.89

Notes:

1. This Schedule is intended to function as the schedule of record in accordance with Resolution 507 until superceded.
2. A 5% Administrative Fee and a 15% Overhead Fee will be included on all Estimates and Invoices.

Utility: Light and Power

Wire

	Unit	Unit Price
PIRELLI	LF	\$ 1.95
NO 2 15KV-EPR-22M-FCN-50MJ	LF	\$ 2.73
4/0 AAAC	LF	\$ 0.54
ACSR 4/0	LF	\$ 0.50
ACSR 2/0	LF	\$ 0.33
ACSR NO 2	LF	\$ 0.15
C.U. STR 2/0 INS THHN	LF	\$ 1.85
C.U. STR NO 2	LF	\$ 0.13
C.U. BARE NO 2	LF	\$ 0.99
C.U. BARE NO 4	LF	\$ 0.57
C.U. BARE NO 6	LF	\$ 0.47
C.U. BARE NO 8	LF	\$ 0.03
C.U. GROUND NO 4 200' SPOOL	LF	\$ 0.94
350-350-4/0 WESLEYAN	LF	\$ 2.80
250-250-3/0 PRATT	LF	\$ 1.34
4/0-4/0-2/0 SWEETBRIAR	LF	\$ 1.53
2/0 QUAD GRULLO	LF	\$ 0.98
1/0-1/0-2 JANTHINA	LF	\$ 0.89
2-2-4 COCKLE	LF	\$ 0.63
6-6-6 VOLUTA	LF	\$ 0.37
6-6 SHEPHARD	LF	\$ 0.31
2-2-2 CONCH	LF	\$ 0.21
#4 C.U. STR THHN	LF	\$ 0.26
#2 C.U. STR THHN	LF	\$ 1.39
#2 C.U. GND	LF	\$ 0.33
#6 C.U. STR THHN	LF	\$ 0.15
4/0 C.U. INS	LF	\$ 1.85
336 MCM AAC	LF	\$ 0.63
R3CA-48 3PH TERM-BRKT UNDG	LF	\$ 97.00
4/0 QYAD	LF	\$ 1.75
1/0 QUAD	LF	\$ 1.45
C.U. GND #2 125' SPOOL	LF	\$ 0.97
2/0 STRD BARE C.U.	LF	\$ 1.85
1/0 - 1/0-2 URD	LF	\$ 1.28
# 4 ACSR Swanate	LF	\$ 0.19

Notes:

1. This Schedule is intended to function as the schedule of record in accordance with Resolution 507 until superceded.
2. A 5% Administrative Fee and a 15% Overhead Fee will be included on all Estimates and Invoices.

Utility: Light and Power

Sleeves & Connectors

	Unit	Unit Price
NICOPRESS C.U. SLEEVE NO 2	EA	\$ 2.30
NICOPRESS C.U. SLEEVE NO 4	EA	\$ 0.70
NICOPRESS C.U. SLEEVE NO 6	EA	\$ 0.65
NICOPRESS C.U. SLEEVE NO 2-4	EA	\$ 0.53
NICOPRESS C.U. SLEEVE 6-8	EA	\$ 2.10
NICOPRESS C.U. SLEEVE 8-8	EA	\$ 1.40
NICOPRESS C.U. SLEEVE NO 4-6	EA	\$ 3.34
AUTO SPOLICE C.U. NO 2	EA	\$ 3.87
AUTO SPLICE C.U. NO 2 GL 114	EA	\$ 5.60
AUTO SPLICE C.U. NO 4 GL 112	EA	\$ 3.85
AUTO SPLICE C.U. NO 6 GL 111	EA	\$ 3.75
AUTO SPLICE ACSR 4/0	EA	\$ 17.69
AUTO SPLICE ACSR 2/0	EA	\$ 10.50
AUTO SPLICE ACSR NO 2	EA	\$ 7.00
SLEEVE RS 2525 250/250	EA	\$ 14.21
SLEEVE IKL 69 4/0-2/0	EA	\$ 2.80
SLEEVE IKL 69 4/0-4/0	EA	\$ 1.26
SLEEVE IKL 66 4/0-1/0	EA	\$ 2.22
SLEEVE IKL6 65 4/0-2	EA	\$ 2.69
SLEEVE IKL 47 2/0-2/0	EA	\$ 1.00
SLEEVE IKL 46 2/0-1/0	EA	\$ 1.85
SLEEVE IKL 45 2/0-2/0	EA	\$ 2.75
SLEEVE IKL 55 2/0-2/0	EA	\$ 5.50
SLEEVE IKL 56 2/0-2/0	EA	\$ 2.75
SLEEVE IKL 45 5/0-2	EA	\$ 2.35
SLEEVE IKL 44 2/0-4	EA	\$ 2.69
SLEEVE TRI ACSR NO 2 TR-64	EA	\$ 1.56
SLEEVE TRI ACSR NO 4 TR-63	EA	\$ 4.56
SLEEVE TRI ACSR NO 6 TR-61	EA	\$ 1.41
WEDGE CLAMP 4/0-2/0	EA	\$ 4.28
WEDGE CLAMP 1/0	EA	\$ 2.28
WEDGE CLAMP 2-6	EA	\$ 1.35
FARGO CONN C.U. 4/0	EA	\$ 5.97
FARGO CONN C.U. NO 2	EA	\$ 2.75
FARGO CONN CU NO 4	EA	\$ 1.75
BLACKBURN 40 HPW 4/0 C.U.-AL	EA	\$ 28.17
BLACKBURN 20 HPW 2/0 C.U.-AL	EA	\$ 3.58
BLACKBURN 10 HPW 2/0 C.U.-AL	EA	\$ 5.19
BLACKBURN 1 HPW NO 2 C.U.-AL	EA	\$ 4.18
BLACKBURN 4 HPW NO 6 C.U.-AL	EA	\$ 2.84

Notes:

1. This Schedule is intended to function as the schedule of record in accordance with Resolution 507 until superceded.
2. A 5% Administrative Fee and a 15% Overhead Fee will be included on all Estimates and Invoices.

Utility: Light and Power

Sleeves & Connectors (Continued)

	Unit	Unit Price
BLACKBURN 4 HPW NO 6 C.U.-AL	EA	\$ 2.84
ALCOA 3/0 3 BOLT CLAMP	EA	\$ 3.70
PTT 4-350 TRANS CONN	EA	\$ 13.90
PTT 4-250 TRANS CONN	EA	\$ 9.06
ILSCO 2 HOLE LUB AU 350	EA	\$ 9.47
BOLT SET STAINLESS	EA	\$ 1.94
GROUND PLATE	EA	\$ 2.25
GROUND ROD 4/8 X 8	EA	\$ 11.50
202 CC HOT STIRRUP C.U.	EA	\$ 21.70
GROUND ROD COPPER WELD 5/8 X 8	EA	\$ 7.67
BURNDY WCB 18PB 4/0-2/0	EA	\$ 5.75
BURNDY WCB 20PB 4/0-4/0	EA	\$ 5.75
BURNDY WCB 11PB 2/0-2/0	EA	\$ 5.75
BURNDY WCB 10 PB 2-2	EA	\$ 6.50
2/0 GRND LUG X FMR TTC2	EA	\$ 4.10
ALS24 450-500 2 HOLE COMP SEE CONN	EA	\$ 12.50
ALS32 600-636 2 HOLE COMP SEE CONN	EA	\$ 12.50
ALS18 350 3 HOLE COMP SEE CONN	EA	\$ 12.50
9265 AL HOT STIRRUP AL	EA	\$ 14.67
AUTO DE CL ACSR 4/0	EA	\$ 16.87
AUTO DE FLEX ACSR 4/0	EA	\$ 25.38
AUTO DE ACSR 20 CLEVIS UR FLEX	EA	\$ 12.00
AUTO DE FLEX ACSR NO 2	EA	\$ 11.98
AUTO DE CLEVIS ACSR NO 2	EA	\$ 12.91
AUTO DE CL C.U. STR NO 2 GD 515	EA	\$ 5.54
AUTO DE FLEX C.U. NO 2	EA	\$ 7.36
AUTO DE CL NO 2 GD 514	EA	\$ 14.19
AUTO DE CL C.U. NO 4	EA	\$ 4.00
AUTO DE FLEX C.U. NO4	EA	\$ 5.70
AUTO DE FLEX C.U. NO 6 GD 111	EA	\$ 9.00
AUTO DE C.U. NO 6 GD 511 CLEVIS	EA	\$ 9.06
DE SHDE 4/0-336 ACSR	EA	\$ 61.18
DE SHOE #4-4/0 ACSR	EA	\$ 12.50
DE SHOE #4-4/0 BRONZE	EA	\$ 12.50

Notes:

1. This Schedule is intended to function as the schedule of record in accordance with Resolution 507 until superceeded.
2. A 5% Administrative Fee and a 15% Overhead Fee will be included on all Estimates and Invoices.

Utility: Light and Power

Insulators

	Unit	Unit Price
SECONDARY SPOOL	EA	\$ 1.50
SECONDARY CLEVIS	EA	\$ 6.20
PRI PORC INSULATOR	EA	\$ 5.83
DE INSULATOR 4 IN	EA	\$ 10.20
INSULATOR PIN 5/8 J 207Z	EA	\$ 5.10
INSULATOR PIN 3/4	EA	\$ 1.40
POLE TOP PIN J 744Z	EA	\$ 4.78
SIDE MOUNT PIN	EA	\$ 0.95
MAST INSUALTOR J0588 1 1/4"-3	EA	\$ 3.30
SEC CLEVIS H1300	EA	\$ 4.95

Guying Supplies

	Unit	Unit Price
7' ROD J12255R.3 " W/TRIPEYE	EA	\$ 25.46
TRIPEYE J122585	EA	\$ 3.40
1.5" TRIPLE EYE	EA	\$ 33.70
7' ROD J12254R 3/4"	EA	\$ 6.25
7' ROD 1.5"	EA	\$ 88.69
3 1/2" ROD J12250R	EA	\$ 5.70
COUPLING	EA	\$ 4.40
ROD 3/4 X 8	EA	\$ 10.55
ANCHOR D HELIX 8000 LB	EA	\$ 60.00
1.5 TRIPPLE HELIX ANCHOR	EA	\$ 186.25
STRANDWISE 5102	EA	\$ 14.80
STRANDWISE 5102L	EA	\$ 9.20
STRANDWISE 5200 1/4	EA	\$ 5.22
STRANDWISE 5256 1/4 FLEX	EA	\$ 9.98
STRANDWISE 7/16	EA	\$ 36.44
PRE-FORM DE 3/8 GDE-1107	EA	\$ 1.98
PRE-FORM DE 1/4 GDE-1104	EA	\$ 1.29
PRE-FORM 7/16	EA	\$ 4.66
POLE EYE PLATE	EA	\$ 9.00
GUY HOOK	EA	\$ 2.20
GUY INSULATOR	EA	\$ 4.80
LG. GUY INSULATOR	EA	\$ 6.18
GLASS GUY INS 8' GCC 15-96RR	EA	\$ 22.00
96" 30KLB GLASS GUY INSULATOR	EA	\$ 54.50
7/16 GUY STRAND	LF	\$ 0.54
GUY GUARD 8- PG 5518	EA	\$ 4.08

Notes:

1. This Schedule is intended to function as the schedule of record in accordance with Resolution 507 until superceded.
2. A 5% Administrative Fee and a 15% Overhead Fee will be included on all Estimates and Invoices.

Utility: Light and Power
Miscellaneous

	Unit	Unit Price
FUSED CO 200A W/ARC SHIELD	EA	\$ 161.70
FUSED CO 100A W/ARC SHIELD	EA	\$ 101.46
FUSED CO 100A	EA	\$ 69.50
SURGE ARRESTOR 9KV	EA	\$ 35.95
SURGE ARESSTOR 3KV	EA	\$ 31.10
HOT-LINE CLAMP BH8-00	EA	\$ 7.50
HOT-LINE CLAMP AH4-CP	EA	\$ 7.45
LOAD BREAK ELBOW	EA	\$ 29.75
PARKING STAND	EA	\$ 36.25
3 POSITION LOADBREAK JUNCT	EA	\$ 161.25
4 POSITION LOADBREAK JUNCT	EA	\$ 172.00
PROTECTIVE END CAP	EA	\$ 22.95
OUTDOOR TERMINATOR #5641 3M	EA	\$ 20.48
OUTDOOR TERMINATOR #5601 3M	EA	\$ 29.00
STEM CONNECTOR 3M SC 0001	EA	\$ 3.90
5401 SPLICE KIT	EA	\$ 33.95
5411 SPICE KIT	EA	\$ 17.50
SPLICE KIT 3M 5411R CIR 21	EA	\$ 71.75
SPLICE KIT 3M 5411R CIR 1/0	EA	\$ 64.00
CONDUIT PVC SCH 80 6 IN X 10'	EA	\$ 38.00
CONDUIT PVC SCH 40 2 1/2" X 10'	EA	\$ 8.05
CONDUIT PVC SCH 80 2 1/2" X 10'	EA	\$ 19.00
CONDUIT PVC SCH 40 2" X 10'	EA	\$ 10.40
CONDUIT PVC SCH 80 2" X 10'	EA	\$ 12.00
CONDUIT RIDGID STEEL 2 1/2" X 10'	EA	\$ 585.00
CONDUIT RIDGID STEEL 2" X 10'	EA	\$ 19.00
BEND PVC 90 W/36" SWEEP 2 1/2" W/BELL	EA	\$ 14.25
BEND PVC 90 W/2 1/2" X 24" SWEEP W/BELL	EA	\$ 7.00
BEND PVC 90 2" X 36" SWEEP W/BELL	EA	\$ 10.00
BELL END 6"	EA	\$ 5.00
BELL END 2 1/2"	EA	\$ 1.85
BELL END 2"	EA	\$ 1.62
15" DIAMOND BACK STANDOFF	EA	\$ 10.00
HEAT SHRINK 3M ITC SN 1100-12 2-4/0	EA	\$ 8.76
HEAT SHRINK 3M ITC SN 1500-12 3/0-400MCM	EA	\$ 4.95
HEAT SHRINK 3M HSJ-1	EA	\$ 15.35
COLD SHRINK SEALING KIT 3M #8452	EA	\$ 8.75
VAULT #3642 W/COVER #1228	EA	\$ 410.00
VAULT #3642 VAULT ONLY	EA	\$ 227.00
VAULT #5545 W/COVER #1228 K.O.	EA	\$ 439.00

Notes:

1. This Schedule is intended to function as the schedule of record in accordance with Resolution 507 until superceded.
2. A 5% Administrative Fee and a 15% Overhead Fee will be included on all Estimates and Invoices.

Utility: Light and Power

Miscellaneous (Continued)

	Unit	Unit Price
STEEL LID	EA	\$ 487.00
TRIPLE TRANS RACK J6865	EA	\$ 115.00
TRIPLE TRANS RACK J6866	EA	\$ 157.00
FUSE BLOCK MOUNTING BRACKET #J24518	EA	\$ 10.75
14" EXTENTION LINK	EA	\$ 9.75
20" EXTENTION LINK	EA	\$ 10.95
ST LT ARM 8' CA 17108	EA	\$ 64.70
3 PHASE EQUIPMENT MOUNT	EA	\$ 138.80
FAULT INDICATOR	EA	\$ 174.20
WEATHERHEAD	EA	\$ 25.00
SEC PED	EA	\$ 82.00
SEC PED CONN WCOVER	EA	\$ 12.90
SEC PED COMPLETE	EA	\$ 135.00

Street Lights

	Unit	Unit Price
STREET LIGHT 100 WATT	EA	\$ 85.00
STREET LIGHT 200 WATT	EA	\$ 108.35
BULB	EA	\$ 12.00
PHOTO CELL	EA	\$ 5.00
4' ARM	EA	\$ 30.00
8' ARM	EA	\$ 66.60
STREET LIGHT 100W COMPLETE W/4' ARM	EA	\$ 114.00
STREET LIGHT 100W COMPLETE W/8' ARM	EA	\$ 150.60
STREET LIGHT 200W COMPLETE W/4' ARM	EA	\$ 154.35
STREET LIGHT 200W COMPLETE W/8' ARM	EA	\$ 190.95
6" X 1000' ELECTRICAL CAUTION TAPE	EA	\$ 19.45
4/0 PIGTAIL CONN	EA	\$ 7.00

Notes:

1. This Schedule is intended to function as the schedule of record in accordance with Resolution 507 until superceded.
2. A 5% Administrative Fee and a 15% Overhead Fee will be included on all Estimates and Invoices.

Utility: Light and Power

Transformers

	Unit	Unit Price
15 KVA Padmount Single	EA	\$ 896.00
15 KVA Padmount DX	EA	\$ 967.00
25 KVA Padmount Single	EA	\$ 1,142.00
25 KVA Padmount DX	EA	\$ 2,262.00
50 KVA Padmount Single	EA	\$ 1,048.00
50 KVA Padmount DX	EA	\$ 2,806.00
75 KVA Padmount Single	EA	\$ 1,176.00
75 KVA Padmount DX	EA	\$ 3,278.00
15 KVA Polemount Single	EA	\$ 406.00
15 KVA Polemount DX	EA	\$ 1,016.00
25 KVA Polemount Single	EA	\$ 499.00
25 KVA Polemount DX	EA	\$ 1,172.00
37 KVA Polemount Single	EA	\$ 439.00
37 KVA Polemount DX	EA	\$ 1,454.00
50 KVA Polemount Single	EA	\$ 510.00
50 KVA Polemount DX	EA	\$ 1,916.00
75 KVA Polemount Single	EA	\$ 650.00
75 KVA Polemount DX	EA	\$ 2,704.00
100 KVA Polemount Single	EA	\$ 850.00
100 KVA Polemount DX	EA	\$ 1,270.00
167 KVA Polemount Single	EA	\$ 1,595.00
167 KVA Polemount DX	EA	\$ 1,670.00
75 KVA 277/480 Polemount DX	EA	\$ 2,100.00

Notes:

1. This Schedule is intended to function as the schedule of record in accordance with Resolution 507 until superceded.
2. A 5% Administrative Fee and a 15% Overhead Fee will be included on all Estimates and Invoices.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: January 4, 2013
Re: Well 2/3 Progress Estimate No. 4

Attached you will find a copy of Progress Estimate No. 4 for the Wellfield Improvements Project. Included with this Progress Estimate is a summary of work performed during the time period from December 1 through December 31.

Action Requested:

Please authorize payment of Progress Estimate No. 4 to Award Construction in the amount of \$64,904.18 and deposit \$3,138.50 into the retainage account.



Gray & Osborne, Inc.
CONSULTING ENGINEERS

January 4, 2013

Mr. Nick Bird, P.E.
City of McCleary
100 South Third Street
McCleary, Washington 98557

SUBJECT: PROGRESS ESTIMATE NO. 4, WELL FIELD IMPROVEMENTS
PROJECT
CITY OF MCCLEARY, GRAYS HARBOR COUNTY, WASHINGTON
G&O #11551.01

Dear Mr. Bird:

We have enclosed two copies of Progress Estimate No. 4 for this project. Also enclosed is a summary of the work performed to date. The total amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$64,904.18	\$3,138.50	\$36,109.09

Please call the undersigned if you have any questions or concerns regarding this matter.

Very truly yours,

GRAY & OSBORNE, INC.

Joe Plabuta, P.E.

JP/sp
Encl.

cc: Mr. Todd Vasey, Award Construction, Inc.

PROGRESS ESTIMATE NO. 4
JANUARY 3, 2013

CITY OF MCCLEARY
 GRAYS HARBOR COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 DECEMBER 1, 2012 TO DECEMBER 31, 2012

PROJECT:
 CITY OF MCCLEARY
 WELLFIELD IMPROVEMENTS
 G&O JOB NUMBER #11551.01

CONTRACTOR:
 AWARD CONSTRUCTION, INC.
 980 WILLEYS LAKE ROAD
 FERNDALE, WA 98248

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	
1	Mobilization, Cleanup and Demobilization	1 LS	\$60,000.00	75.00%	0.00%	\$45,000.00	\$0.00	75%
2	Minor Changes	1 CALC	\$5,000.00	21.00%	0.00%	\$1,050.00	\$0.00	21%
3	Demolition	1 LS	\$13,500.00	80.00%	0.00%	\$10,800.00	\$0.00	80%
4	Locate Existing Utilities	8 EA	\$300.00	9	0	\$2,700.00	\$0.00	113%
5	Trench Excavation Safety System	1 LS	\$80.00	100.00%	0.00%	\$80.00	\$0.00	100%
6	Excavation, Backfill, Compaction and Grading	1 LS	\$11,600.00	95.00%	0.00%	\$11,020.00	\$0.00	95%
7	Special Excavation of Unsuitable Material	25 CY	\$65.00	0	0	\$0.00	\$0.00	0%
8	Erosion Control	1 LS	\$15,000.00	90.00%	0.00%	\$13,500.00	\$0.00	90%
9	Railroad Borings	1 LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
10	Foundation Gravel	75 CY	\$60.00	35	0	\$2,100.00	\$0.00	47%
11	Gravel Borrow	225 TN*	\$22.50	223	0	\$5,017.50	\$0.00	99%
12	Crushed Surfacing Top Course	250 TN	\$34.00	0	0	\$0.00	\$0.00	0%
13	Quarry Spalls	5 CY	\$120.00	1	0	\$120.00	\$0.00	20%
14	Commercial HMA	25 TN	\$135.00	25	0	\$3,375.00	\$0.00	100%
15	Topsoil	150 CY	\$38.00	45	0	\$1,710.00	\$0.00	30%
16	Hydroseeding	800 SY	\$1.10	667	0	\$733.70	\$0.00	83%
17	Operations Building	1 LS	\$180,000.00	75.00%	10.00%	\$135,000.00	\$18,000.00	75%
18	Existing Well No. 3 Building Modifications	1 LS	\$56,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
19	Replace Well No. 2 Pump	1 LS	\$70,000.00	90.00%	0.00%	\$63,000.00	\$0.00	90%
20	Replace Well No. 3 Pump	1 LS	\$66,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
21	Pyrolusite Treatment System	1 LS	\$110,000.00	80.00%	5.00%	\$88,000.00	\$5,500.00	80%
22	Sodium Hypochlorite Feed System	1 LS	\$31,000.00	70.00%	0.00%	\$21,700.00	\$0.00	70%
23	Potassium Permanganate Feed	1 LS	\$20,000.00	70.00%	5.60%	\$14,000.00	\$1,120.00	70%
24	Piping, Valves and Appurtenances	1 LS	\$211,000.00	85.00%	5.00%	\$179,350.00	\$10,550.00	85%
25	Electrical, Telemetry and Instrumentation	1 LS	\$276,000.00	30.00%	10.00%	\$82,800.00	\$27,600.00	30%
*Per Change Order No. 1, the contract quantity of gravel borrow has changed from 450 tons to 225 tons.								
CHANGE ORDERS:								
CO1	Install Additional Pipe	1 LS	\$4,413.42	100.00%	0.00%	\$4,413.42	\$0.00	100%
	Materials Testing and Segregation	1 LS	\$1,821.70	100.00%	0.00%	\$1,821.70	\$0.00	100%
	Generator Conduits	1 LS	\$2,328.29	100.00%	0.00%	\$2,328.29	\$0.00	100%
	Relocate Discharge Line	1 LS	(\$706.38)	100.00%	0.00%	(\$706.38)	\$0.00	100%
	Well No. 2 Rehabilitation							
	Change Well Casing Extension from 12" to 20"	1 LS	\$1,210.00	100.00%	0.00%	\$1,210.00	\$0.00	100%
	Sonar Jetting the Well Screen	1 LS	\$3,891.15	100.00%	0.00%	\$3,891.15	\$0.00	100%
	Well Cleanup	16 HR	\$302.50	27	0	\$8,167.50	\$0.00	169%
CO2						\$0.00	\$0.00	
CO3						\$0.00	\$0.00	
CO4						\$0.00	\$0.00	

PROGRESS ESTIMATE NO. 4
JANUARY 3, 2013

CITY OF MCCLEARY
 GRAYS HARBOR COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 DECEMBER 1, 2012 TO DECEMBER 31, 2012

PROJECT:
 CITY OF MCCLEARY
 WELLFIELD IMPROVEMENTS
 G&O JOB NUMBER #11551.01

CONTRACTOR:
 AWARD CONSTRUCTION, INC.
 980 WILLEYS LAKE ROAD
 FERNDALE, WA 98248

	PROJECT COSTS	
	AMOUNT TO DATE	AMOUNT THIS PERIOD
TOTAL EARNED TO DATE	\$722,181.88	\$62,770.00
SALES TAX 8.40%	\$60,663.28	\$5,272.68
MATERIALS ON HAND (INCLUDING SALES TAX)	\$0.00	\$0.00
TOTAL WITH SALES TAX (Incl. Materials on Hand)	\$782,845.16	\$68,042.68
LESS 5% RETAINED (BEFORE TAX)	\$36,109.09	\$3,138.50
TOTAL EARNED TO DATE LESS RETAINAGE	\$746,736.06	
ORIGINAL CONTRACT AMOUNT	\$1,182,885.00	
CONTRACT AMOUNT WITH CHANGE ORDERS	\$1,195,620.68	
CONTRACT PERCENTAGE TO DATE	60%	
PROGRESS ESTIMATE NO. 1	\$157,255.89	
PROGRESS ESTIMATE NO. 2	\$303,871.80	
PROGRESS ESTIMATE NO. 3	\$220,704.20	

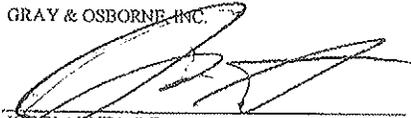
TOTAL PAYMENT NOW DUE: \$64,904.18 \$64,904.18

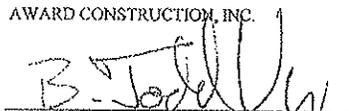
I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE PREVAILING WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12.

GRAY & OSBORNE, INC.

AWARD CONSTRUCTION, INC.


 JOE PLAHUTA, P.E.


 CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1.	SEPTEMBER 4, 2012 TO SEPTEMBER 28, 2012	\$152,085.00	8.40%	\$12,775.14	\$0.00	\$7,604.25	\$157,255.89
2.	SEPTEMBER 29, 2012 TO OCTOBER 31, 2012	\$293,879.88	8.40%	\$24,685.91	\$0.00	\$14,693.99	\$303,871.80
3.	NOVEMBER 1, 2012 TO NOVEMBER 30, 2012	\$213,447.00	8.40%	\$17,929.55	\$0.00	\$10,672.35	\$220,704.19
4.	DECEMBER 1, 2012 TO DECEMBER 31, 2012	\$62,770.00	8.40%	\$5,272.68	\$0.00	\$3,138.50	\$64,904.18
TOTAL:		\$722,181.88		\$60,663.28	\$0.00	\$36,109.09	\$746,736.06

Summary of Work Performed

Progress Estimate No. 1 (September 4, 2012 through September 28, 2012):

- The settling basin was excavated. Both the bottom of the settling basin and the access ramp were paved.
- The pump station manhole was installed and both drain lines running from the settling basin to the manhole were installed.
- Two 18-foot sections of drain line extending up from the pump station manhole (to the floor drains and catch basins at the operations building) were installed.
- The 2-inch force main extending from the pump station manhole to the existing sanitary sewer manhole on Summit Road was installed.
- The existing Well No. 2 building and slab were demolished.
- The existing well pump and motor were removed from Well No. 2 and the well casing was inspected by video camera.
- The 8-inch and 16-inch bore casings were installed under the railroad.
- The 8-inch raw water line was installed from the operations building to the Well No. 3 building (no tie in has been made).
- 2-inch electrical conduit was installed from the 16-inch railroad bore to the Well No. 3 building (including the portion through the bore casing).
- The bypass piping was installed and bedded to a point such that a tie-in to the existing system could be made at either end.

Progress Estimate No. 2 (September 29, 2012 through October 31, 2012)

- The tie in of the bypass piping to the City's distribution system has been completed.
- The catch basins located adjacent to the operations building have been installed.
- The drain line extending from the catch basins adjacent to the operations building to the pump station manhole was finished.
- All pipeline trenches have been backfilled.
- Fittings (to allow sand to be blown in) were welded onto the ends of the bore casings and sand was blown into each of the bore casings.
- The 2-inch electrical conduit was extended from the 16-inch bore casing to the operations building.
- The raw water line was disinfected and pressure tested.
- The under slab drain lines were pressure tested.
- The City installed the transformer vault.
- The space between the 16-inch bore casing and the surrounding earth has been grouted and the bore pit excavations completely backfilled.
- The footing and stem wall have been poured.
- Foundation gravel has been placed for the slab subgrade and building apron subgrades.
- The area around the operations building has been graded out with gravel borrow.
- All floor drain piping has been installed and the floor drains have been set.

- All under-slab chemical, water, and vent piping has been installed.
- All conduits have been stubbed up to the MCC/control panel.
- The ground ring has been installed around the operations building foundation.
- The ATEC filter unit has been delivered.
- The chemical metering pumps and chemical tanks have been delivered.
- The well has been cleaned by sonic jetting.

Progress Estimate No. 3 (November 1, 2012 through November 30, 2012)

- Foam insulation and vapor barrier have been placed above the slab subgrade.
- The floor drains have been set.
- The slab has been poured and finished.
- Equipment pads have been poured for the SHC and ATEC tanks.
- The CMU wall has been erected and the top plate installed.
- The interior chemical room wall has been framed.
- The SHC tank has been set inside the operations building
- The ATEC tanks have been set inside the operations building.
- Well No. 2 has been brushed and surged.
- The Well No. 2 pump and motor has been installed.
- A video was taken to document the effectiveness of the Well No. 2 cleaning.

Progress Estimate No. 4 (December 1, 2012 through December 31, 2012)

- The roof trusses have been delivered and erected.
- Cross bracing for the trusses has been installed.
- The roof has been sheeted.
- Tar paper has been placed over the entire roof.
- The ATEC filter units have been filled with media.
- The electricians have been running conduit inside the Well No. 2 building.
- The mechanical makeup from the Well No. 2 pump to the ATEC filters is in process.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: January 4, 2013
Re: Electric Vehicle Charging Stations

We have now received project cost evaluation for the electric vehicle project. As shown on the attached sheet, it appears that the total project cost is \$117,681. Approximately 91% of the project cost would be covered by grant money, with the remaining 9% to be funded by the City. This translates to a city cost of \$10,691 plus the cost for feeding power to the site.

Staff Recommendation:

While we would really enjoy having the only charging stations between Olympia and the Ocean, we were not anticipating out of pocket costs to construct this project. Additionally, no demonstrated need has been observed. Again, we have the opportunity to be on the leading edge of technology, but we also need to exercise caution in utilizing capital for improvements that may or may not be utilized. It is our opinion that at this stage, that this is a nice to have, not a need to have.

Action Requested:

Please confirm whether or not the City wishes to continue moving forward with this project.



Attachment B



Host: City of McCleary
 Site: 100 S. 3rd St, McCleary, WA
 Date: 1/2/13
 Prepared By: Greg Ness
 Contractor: Reliable Electric

Acct #:

Total No. EVSE for Project:		
Pedestal Mount		2
DC Fast Charger		1

No. Cost Share EVSE:		
Pedestal Mount		0

Contractor Installation Proposal*		\$ 31,691
------------------------------------------	--	------------------

Total Project Costs

EVSE Costs:

EVSE Retail

Pedestal Mount @ \$2,995	\$ 5,990	2995
DC Fast Charger @ \$80,000	\$ 80,000	80000
Total EVSE Costs	\$ 85,990	

Installation Costs \$ 31,691

Total Project Costs \$ 117,681

Total Costs Covered by EVP

Total EVSE Covered by EVP \$ 85,990

Available EVP Installation Credits:

Install Credit

Installation Credits @ \$3,500 per Pedestal	\$ 7,000	3500
Installation Credits @ \$14,000 per DCFC	\$ 14,000	14000
Total Installation Costs Covered by EVP	\$ 21,000	

Total Costs Covered by EVP \$ 106,990 91%

Total Host Cost Share

Cost Share EVSE

Pedestal Mount @ \$2,995**	\$ -
Installation Costs Less EVP Installation Credits*	\$ 10,691

Total Host Cost Share \$ 10,691 9%

* Installation Contract between Charging Site Host and Contractor is required. Final Installation Contract terms may differ from Contractor's Installation Proposal. ECotality pays EV Project installation credits directly to Contractor.

Project Bid Form

Task # _____

Date: 01/02/13

Project Information	
Site # & Name: _____ Site #1; City of McCleary	# of wall-mount EVSE's to install: 0
	# of Pedestal EVSE's to install: 2
Site Address: <u>100 S. 3rd Street</u>	# of DCFC's to Install: 1
City/State: <u>McCleary, WA 98557</u>	New Service (Y/N): Y
	Evening work expected (Y/N): N

Contractor Information	Electric Utility Information
Contractor: <u>Reliable Electric Inc.</u>	Utility Name: <u>McCleary City Light</u>
Address: <u>5024 Lambskin St. SW</u>	SES Voltage: <u>208Y/120v3ph</u>
City/State: <u>Tumwater, WA 98512</u>	SES Amperage: <u>400</u>
Prepared By: <u>Greg Ness</u>	Transformer KVA: _____
Phone: <u>360-789-2608</u>	Meter #: _____
	Main breaker size: _____
	Service Feeder size: _____

Include in Bid	Description of Work	Quantity	(1)DCFC	(2)EVSE
	General Conditions			
✓	Electrical Load Study	3	hrs \$ 180.00	\$ 90.00
✓	Prepare Permit Submittal Package	2	hrs \$ 490.00	\$ 80.00
✓	Permit Coordination, permit fees	2	hrs \$ 180.00	
✓	Utility Coordination			
✓	Prepare As-builts			
✓	ALLOWANCE; UTILITY FEES	1	\$ 3,000.00	
✓	Temporary fencing	1	\$ 90.00	\$ 90.00
✓	Trash containers & removal	1	\$ 90.00	\$ 30.00
✓	Off load and Storage of Materials & Equipment	3	\$ 240.00	\$ 60.00
✓	Other, Lodging, travel, fuel, meals			
	Sub Total		\$ 4,270.00	\$ 350.00
	Concrete /Asphalt			
✓	GPU/Charger footings			
✓	Pre-cast			
✓	Form & Pour	4	\$ 2,660.00	\$ 480.00
✓	Asphalt Sawcut & pavement	140	Inft \$ 1,000.00	\$ 400.00
✓	Concrete Coring			
✓	Install new bollard(s) as needed	6	Inft \$ 1,080.00	
✓	Relocate and/or Install additional wheel stops	3		\$ 390.00
✓	Restripe parking as needed	1		\$ 300.00
	Sub Total		\$ 4,740.00	\$ 1,570.00

Project Bid Form

Electrical

EVSE Conduit Install					
w/Excavation & Backfill	60	If		\$	2,330.00
Surface Mount		If			
DCFC Conduit Install					
Service to GPU					
w/Excavation & Backfill	30	If	\$	2,500.00	
Surface Mount	60	If	\$	1,920.00	
Directional bore		If			
GPU to Dispenser					
w/Excavation & Backfill	210	If	\$	3,800.00	
Surface Mount		If			
Directional bore		If			
Panel Change out					
Materials					
Installation					
new 400amp Service Gear/Circuit Breakers					
Materials	3		\$	1,720.00	\$ 140.00
Installation	3		\$	1,440.00	\$ 90.00
Meter Coordination and Set	1		\$	270.00	
Complete all connections	8		\$	1,440.00	\$ 360.00
Low voltage					
Startup & Commissioning	8	hrs	\$	780.00	\$ 220.00
Sub Total			\$	13,870.00	\$ 3,140.00

Landscaping & Signage

Landscaping removal and repair					
Install all project signage	3		\$	210.00	
Sub Total			\$	210.00	\$ -

Off-site

All off site work as required per plan					
	1		\$	480.00	\$ 180.00
Sub Total			\$	480.00	\$ 180.00

Site Total					
			\$	23,570.00	\$ 5,240.00
Overhead and Profit	10%		\$	2,357.00	\$ 524.00
Pre-tax Bid Sub Total			\$	25,927.00	\$ 5,764.00
Local Tax Rate, (please modify as needed)	0.00%		\$	-	\$ -
TOTAL BID PRICE			\$	25,927.00	\$ 5,764.00

Bid valid for: 60 calendar days
 Project Schedule: 90 calendar days

Comments & Exclusions:	<p>Inclusions: (1) 400amp service, 208Y/120v, 3-phase, (1) DCFC unit install (2) EVSE unit install, (3) EV Sign on galvanized post, (3) wheel stops, (6) Bollards. Asphalt cutting/patching, trenching/back-fill, all concrete.</p>
	<p>Exclusions: WA. State Sales Tax. Engineering/Plan Review. Load study.</p>
	<p>Note: Allowance of \$3000 for Utility Fees is included in base DCFC price.</p>

Nick Bird

From: Colin Mercer
Sent: Thursday, January 03, 2013 1:27 PM
To: Nick Bird
Subject: FW: McCleary EV Estimate
Attachments: Reliable Electric Bid form McCleary 1-2-2013.pdf; ECotality DC Fast Charger and Level 2 Cost Summary City of McCleary Jan 2013.pdf; image001.gif; image005.jpg; image006.jpg; image007.jpg; image008.jpg

Colin Mercer
Acting Building Official

City of McCleary - 100 S. 3rd Street - McCleary, WA 98557
(360) 495-3667 ext 111; (360) 495-3097 (fax)

From: Ben Hoover [mailto:BHoover@ecotality.com]
Sent: Thursday, January 03, 2013 1:21 PM
To: Colin Mercer
Cc: Roy Widger
Subject: RE: McCleary EV Estimate

Hello Colin-

Hope your week is going well.

Please find the attached estimate from Reliable Electric for the installation cost of a Blink DC Fast Charger and 2 Blink Level 2 stations.

I have also attached a Cost Summary document to help outline the EV Project contribution to this project.

I will give you a shout tomorrow to discuss the details and answer your questions.

Thanks again for all your time, interest and patience as we worked through this process.

Have a great day!

Ben

Ben Hoover

Business Development Executive – NW Region
bhoover@ecotality.com | +1.425.202.6077

ECotality North America Corporate Office
430 South 2nd Avenue, Phoenix, AZ 85003
ecotality.com | blinknetwork.com | theevproject.com
f: +1.602.256.2606

blink

ecotality
NASDAQ:ECTY

Disclaimer: This message is for the intended recipient only and may contain privileged and confidential information. If you are not the intended recipient, any dissemination, distribution or copying of this e-mail is strictly prohibited. If you receive this message in error, please promptly notify the sender and delete this message.

From: Ben Hoover
Sent: Wednesday, January 02, 2013 10:12 AM
To: Colin Mercer; Roy Widger
Subject: RE: McCleary EV Estimate

Hi Colin-

Hope your holiday season has been a good one.

Quick update: We hope to get the estimate from the contractor today/tomorrow. Which is good news. We will relay this information to you asap.

Thanks for your patience as we work through this process.

Have a great day – we will be in touch soon.

Ben

Ben Hoover

Business Development Executive – NW Region
bhoover@ecotality.com | +1.425.202.6077

blink

ECotality North America Corporate Office

430 South 2nd Avenue, Phoenix, AZ 85003
ecotality.com | blinknetwork.com | theevproject.com
F: +1.602.256.2606



Disclaimer: This message is for the intended recipient only and may contain privileged and confidential information. If you are not the intended recipient, any dissemination, distribution or copying of this e-mail is strictly prohibited. If you receive this message in error, please promptly notify the sender and delete this message.

From: Ben Hoover
Sent: Wednesday, December 19, 2012 9:50 AM
To: Colin Mercer; Roy Widger
Subject: RE: McCleary EV Estimate

Hi Colin-

Hope your week is going well.

Quick update: our contractor is requesting a second bid for the site work on your project. We hope to have this walked today and the #'s by end of week.

Sorry again for the delay in getting this info to you.

We will be in touch soon – thanks again for your time and patience.

Ben

Ben Hoover

Business Development Executive – NW Region
bhoover@ecotality.com | +1.425.202.6077

blink

ECotality North America – Seattle Office

1326 Fifth Ave. Suite 427
Seattle, WA 98101-2608

ecotality.com | blinknetwork.com | theevproject.com
c2: +1.206.755.6151
f: +1.206.381.3832



Disclaimer: This message is for the intended recipient only and may contain privileged and confidential information. If you are not the intended recipient, any dissemination, distribution or copying of this e-mail is strictly prohibited. If you receive this message in error, please promptly notify the sender and delete this message.

From: Ben Hoover
Sent: Friday, December 14, 2012 2:46 PM
To: Colin Mercer; Roy Widger
Subject: RE: McCleary EV Estimate

Hi Colin-

Thanks for reaching out.

I will circle up w/ Roy and we will get back to you with an update.

Have a great weekend if we don't chat prior!

Thanks!
Ben

Ben Hoover

Business Development Executive – NW Region
bhoover@ecotality.com | +1.425.202.6077

blink

ECotality North America – Seattle Office

1326 Fifth Ave. Suite 427
Seattle, WA 98101-2608

ecotality.com | blinknetwork.com | theevproject.com
c2: +1.206.755.6151
f: +1.206.381.3832



Disclaimer: This message is for the intended recipient only and may contain privileged and confidential information. If you are not the intended recipient, any dissemination, distribution or copying of this e-mail is strictly prohibited. If you receive this message in error, please promptly notify the sender and delete this message.

From: Colin Mercer [<mailto:ColinM@cityofmccleary.com>]

Sent: Friday, December 14, 2012 2:42 PM

To: Ben Hoover; Roy Widger

Subject: McCleary EV Estimate

Good afternoon,
I was just checking in on the status of the estimate.
Thanks Colin

Colin Mercer
Acting Building Official

City of McCleary - 100 S. 3rd Street - McCleary, WA 98557
(360) 495-3667 ext 111; (360) 495-3097 (fax)