



McCleary City Council

AGENDA

November 13, 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: Simpson Track & Tune (Tab E)

New Business: Change Order No. 6 – Well Project (Tab F)
 Final Progress Estimate No. 11 Well Project (Tab G)
 Lemay Garbage Rate (Tab H)
 Coastal Community Action Program Agreement (Tab I)
 BIAS Service Agreement & Cost (Tab J)
 GHCOG Dues (Tab K)
 Tax Levy Refund (Tab L)
 2014 Budget Discussion

Ordinances: Property Tax Levy (Tab M)

Resolutions:

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, October 23, 2013

ROLL CALL AND FLAG SALUTE	Councilmember's Reed, Schiller, Ator, Catterlin and Peterson.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Wendy Collins and Nick Bird.
PUBLIC COMMENT	None.
MINUTES APPROVED	It was moved by Councilmember Ator, seconded by Councilmember Reed to approve the minutes from the October 9, 2013 Council Meeting. Motion Carried 5-0.
MAYOR'S COMMENTS	Mayor Dent is hoping to get a copy of the preliminary draft budget to the Council next week.
CITY ATTORNEY REPORT	<p>Dan Glenn reported the I-502 issue is still a hot topic. The State Liquor Control Board recently issued some ideas on marijuana sales. He reminded the council the licensing aspect is not part of the moratorium. Mr. Glenn suggested finding an ordinance to adopt in an effort to prevent it. Helen Lake stated there are now two sites in Oakville, which makes 5 out of the approved 6 locations taken in Grays Harbor. Dan added that we need to have something in place by December 27, 2013.</p> <p>Dan Glenn called Grays Harbor County regarding the tax estimates and was told they will not be available until November 8, 2013, which does not give cities much time to prepare for the budget.</p>
DIRECTOR OF PUBLIC WORKS REPORT	Nick Bird has provided a written report for the Council and is available for any questions.
ANIMAL CODE	Tabled.
SIMPSON TRACK & TUNE	Tabled.
MARIJUANA REGULATIONS	Tabled.
CITY HALL RENT	<p>Light and power own the buildings occupied by city hall, public works and the fire department. Historically, they have paid light and power rent, which is believed to have started in the 1950's, in the total amount of \$170.00. Staff is asking the Council to review this process and decide whether they wish to continue this process that has been in place for over 60 years. Mayor Dent suggested dropping it because current expense pays for most of the maintenance for city hall and the fire station. Public Works pays for most of the maintenance for the shop building, which originally was rented to the water department. It was moved by Councilmember Ator, seconded by Councilmember Schiller to discontinue the process of paying rent to light and power from the current expense fund, water fund and the fire fund. Motion Carried 5-0.</p>
MASON PUD #1 MUTUAL AID	It was moved by Councilmember Schiller, seconded by Councilmember Reed to authorize the mutual aid agreement with Mason PUD #1. Motion Carried 5-0.
APPROVAL OF VOUCHERS	<p>Accounts Payable vouchers/checks approved were 37071-37121 including EFT's in the amount of \$124,016.11.</p> <p>Payroll vouchers/checks approved were 36923-36994 including EFT's in the amount of \$157,060.85.</p> <p>It was moved by Councilmember Catterlin, seconded by Councilmember Peterson to approve the vouchers. Motion Carried 5-0.</p>

PUBLIC COMMENT

Councilmember Schiller addressed Dan Glenn about the animal code. He asked Dan if he's come across other situations like this and if so, how was it handled. Dan commented that one of things our ordinance doesn't have is any real regulations as to the number of animals a person can have. We may want to look at our zoning. Councilman Schiller asked which is easier to maintain; an animal code or a zoning code. Dan replied an animal code is a nuisance code, such as barking. We already have a controlled language section on dogs. Dan added that another concern is what type of animal we want in town, which would be a zoning issue. Mayor Dent will refer it to the hearing examiner.

Councilmember Catterlin spoke to Kevin Trewhella, the Wastewater Treatment Plant Manager. He asked Kevin about emergency generator access in the event we have a disaster. Mr. Catterlin feels strongly about having a backup generator for the wells. Dan Glenn said he knows Oakville purchased a surplus generator from military surplus and got a nice generator for next to nothing. Councilmember Schiller suggested checking into FEMA first because they give out grants for this type of thing every year. Nick Bird will check into the various options.

EXECUTIVE SESSION

None.

MEETING ADJOURNED

It was moved by Councilmember Ator, seconded by Councilmember Peterson to adjourn the meeting at 7:30 PM. The next meeting will be November 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: November 8, 2013
RE: LEGAL ACTIVITIES as of NOVEMBER 13, 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.

1. **AD VALOREM TAXATION:**

A. **The Annual Levy:** The establishment of the amount of tax to be imposed upon real property within the corporate limits is always part of the basic decision making as to revenue. Based upon a contact I had with the staff member at the Assessor's Office, it was the understanding the figures for use in this process would be available no later than November 8. In anticipation of the preparation of the draft ordinance, I contacted the staff member on the 6th to confirm the availability timing. As it turned out, in that call the indication was the information will not be available on the 8th, but around the 15th of this month. However, happily on the 7th I received draft figures as to the amount collected last year, information I forwarded upon receipt to Ms. Collins. Due to a bit of confusion, I have asked Ms. Bednarik for confirmation these are the figures the Council may use. Hopefully, by the time of this meeting I will have received confirmation.

The ordinance is statutorily required to be filed with the County offices by December 1. Assuming the information is adequate, you will be able to adopt an amount at this meeting and avoid any need to have a recessed meeting.

In the unlikely event I receive a responsive communication on Tuesday indicating the information upon which I have based the ordinance is not to be so used, you have two alternatives:

1. Recess this meeting to a different date, no additional notice would need to be given and all actions could be taken, including adopting the ordinance.

2. Count upon the representations made to me by Ms. Bednarik that receiving the ordinance in early December would not create a problem and pass it at your first meeting in December.

While I hope you will not have to choose either option, if you do have to do so, my recommendation is to recess the meeting to an agreed upon date and time. Wendy would post that fact on the entry door to City Hall and on the City's website. Upon receipt of the information from the County, it would be provided to you. When you reconvened at the recessed meeting, we would have available to you a draft ordinance which would implement the statutorily authorized 1% increase in the levy rate, that having been your historical pattern.

B. The "Levy a Refund" Situation: Wendy received a notice from the Office of the County Treasurer that, in the language of the notice, the City could "levy a refund levy to recover taxes that were refunded and/or cancelled during the past twelve months." Obviously, the language was interesting. Following discussions, I contacted the Treasurer. He indicated changes in tax levels occurring after the adoption of the ad valorem ordinance last year, and changes in tax application to various property for various reasons, including obtaining the senior citizen exemption, resulted in the "loss" of this anticipated revenue. Thus, under a statute apparently implemented in 2012, for the first time the City may levy an amount aimed at recovering that amount or one-half of it. This would be in addition to any other amount established.

As with the annual ad valorem ordinance, it appears the decision must be made by you prior to the end of this month, but apparently does not require an ordinance. However, I have asked Ms. Bednarik to confirm the methodology to be utilized since one needs no surprises.

2. SOLID WASTE DISPOSAL RATE REQUEST: As allowed by the contract, LeMay has submitted a request for a rate increase for 2014. The indication is that increase contains two elements. The first is the increase allowed by the contract which is .8% of the CPI which is consistent with the provisions of the contract. The second element is the "recapture" element authorized under the settlement agreement as to the payment of the gross revenue tax. They are allowed to recapture the sum they paid over the next two years. As you will remember, the rationale was that it is an element they would have been imposing if sides had been aware that it was being neither imposed nor collected.

From a procedural standpoint, based upon the requirements of the statute governing the matter, notice will be published so as to allow public comment. The notice is to be given at least 45 days before implementation of any rate increase.

I will be completing a "clean" copy of the resolution and have it available for your review at your next meeting.

3. I-502: By this time, you are probably becoming very tired in terms of reading news stories and portions of Council Reports on this matter. Hopefully, the geographical graphing analysis suggested for performance by Mr. Mercer later in this report will make the issues moot until and unless annexation broadens the possible areas or the LCB reduces the 1,000 foot radius restriction. However, much of an attorney's analysis consists of dealing with "what if" and that is the basis of what follows.

A. Update: The implementation of licensing aspects of the initiative by the LCB goes forward. The three cities in the County designated to "receive" retail sites are likely going through a review of the situation. At this stage, we are in the mode that we have a business license ordinance which forbids licensing any business which violates federal or state law. The activities authorized by I 502 do that. However, as you are aware, the U.S. Attorneys for the two districts of Washington issued that memorandum indicating they would not take action against activities licensed and operating under the provisions of the initiative.

There is a continuing argument/discussion over a variety of issues. Those issues include the extent to which the provisions of the initiative preempt the right of a city or county government to take action which could have the effect of prohibiting the activity within their corporate limits. The situation is made even more complex by the fact this is a law created by initiative and not one adopted by the Legislature. (I know that would seem to be irrelevant, but very little is when it comes to interpretation.) That could and will likely include the matter of denial of licenses based upon a business license ordinance condition.

The Chair of the LCB has requested the Attorney General to issue an opinion on a couple of issues associated with the preemption matter. I have attached a copy of that request to this report for your information. In relation to that I would anticipate both WSAMA and the AWC will consider directing comments to the AG as to their positions.

I would note that there is increasing discussion going on as to requesting the Legislature to modify the Initiative so as to allow a greater degree of local option in relation to such activities. One can hope that will occur and include not only the I 502 activities, but also the other two activities which are covered by the current moratorium. Now back to reality rather than hope.

B. Draft Ordinance: At this stage, the City has the moratoria in place on the I 502 activities (retail sales, growing, and processing) and the Medical Marijuana Dispensaries & collective gardens until the end of this year. You continue to have the options of taking no action as to regulation through the zoning authority or adopting an ordinance which either would authorize locations in particular zones subject to conditions or prohibit the activities. Given the issues being presented to the AG by the LCB, the total prohibition is a bit risky, but apparently an alternative being chosen by some cities.

I have prepared for your review an ordinance which would authorize the I 502 activities as conditional uses in the designated zones. Also, you likely will want to request Mr. Mercer to apply the modified LCB rule as to 1,000 foot prohibition from the sites of a list of activities present in the issued rules to determine the extent to which action would be necessary or appropriate. Based upon a comment Mr. Bird made to me in a recent discussion, one interesting element may be the impact upon the multiple day care facilities present in the City. We are going to have to match the LCB's definition of the term up with the nature of each business to determine the impact.

If the ordinance comes close to what you would want to have in place, I would recommend it be sent to Mr. Aaland for the holding of the necessary public hearing.

4. PUBLIC RECORDS ACT & PERSONAL COMPUTERS: You may well be very much tired of matters relating to municipally owned computers, but there always tends to be "just one more thing." That "thing" is the degree to which the PRA is the basis for access to your computer, whether city provided or personally owned.

The current situation is each of you have been provided a City-owned tablet which has multiple capabilities. The advice is and has been that any City "business" involving the use of computers be done only upon that machine, since they have been provided, or through your City address. The rationale of that recommendation is the potential application of the Public Records Act to anything you send or receive on the City's machinery or upon or through your personal computer. The potential issue of

PRA as a means to access your personal computers has been raised in a Kitsap County Superior Court decision involving communications among members of the Bainbridge Island City Council. The decision of the Judge was that any public official or employee who used her or his computer thus "creating records that are subject to the PRA...have impliedly consented to the inspection of their personal computers and personal e-mail accounts, regardless of whether such inspection would be appropriate or legal under other circumstances..." The Judge ordered that the parties have a conference with the goal of coming to an agreement on how the hard drives would be made available and reviewed. Of course the Court decision can be appealed since to an extent it creates new law.

The bottom line of the decision is this reinforces the importance of at a minimum utilizing only your City e-mail account for communications and City related activities. I have attached a copy of the newspaper article reporting the matter and have provided a copy of the opinion to Ms. Collins.

As a final comment, given what has gone on in a city to our west, I would strongly urge that you review and update the City's policies in relation to the use of City provided computers and also, given the prevalence of social media, to clarify whether an employee should be accessing something like Facebook during hours of service.

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

DG/le

Sent: Tuesday, November 05, 2013 2:12 PM
To: AG-OPINIONS@LISTSERV.WA.GOV
Subject: Foster Opinion Request 13-11-01

NOTICE OF REQUEST FOR ATTORNEY GENERAL'S OPINION
WASHINGTON ATTORNEY GENERAL

The Washington Attorney General issues formal published opinions in response to requests by the heads of state agencies, state legislators, and county prosecuting attorneys. When it appears that individuals outside the Attorney General's Office have information or expertise that will assist in the preparation of a particular opinion, a summary of that opinion request will be published in the opinion listserv. If you are interested in commenting on a request listed here, you should notify the Attorney General's Office of your interest by November 28, 2013. This is not the due date by which comments must be received. However, if you do not notify the Attorney General's Office of your interest in commenting on an opinion request by this date, the opinion may be issued before your comments have been received. You may notify the Attorney General's Office of your intention to comment by calling (360) 586-0728, or by writing to the Office of the Attorney General, Solicitor General Division, Attention Jeff Even, Deputy Solicitor General, P.O. Box 40100, Olympia, Washington 98504-0100. When you notify the office of your intention to comment, you may be provided with a copy of the opinion request in which you are interested; information about the Attorney General's Opinion process; information on how to submit your comments; and a due date by which your comments must be received to ensure that they are fully considered.

The Attorney General's Office seeks public input on the following opinion request(s):

11/5/2013

Opinion Docket No. 13-11-01

Request by Sharon Foster, Chair, Liquor Control Board

1. Are local governments preempted by state law from outright banning the location of a WSLCB licensed marijuana producer, processor, or retailer within their jurisdiction?

2. May a local government establish land use regulations (in excess of the I-502 buffer and other WSLCB requirements) or business license requirements in a fashion that makes it impractical for a licensed marijuana business to locate within their jurisdiction?

NEWS

Superior court judge says Bainbridge council members will have to release emails from private email accounts

by BRIAN KELLY, Bainbridge Island Review Editor
posted Nov 4, 2013 at 4:35 PM

A Kitsap County Superior Court judge has ruled that three Bainbridge Island city council members will have to hand over emails from their personal accounts.

Bainbridge Island residents Althea Paulson and Robert Fortner filed a lawsuit against the city of Bainbridge Island in September that claimed the city and council members Steve Bonkowski, David Ward and Debbi Lester failed to turn over public records that had been requested under the state's Public Records Act.

The lawsuit was launched two months after Paulson and Fortner made a request for a large batch of emails that were sent and received by city council members. Some of those emails showed that council members had been using their personal email accounts to talk about city business and issues before the council, and Paulson and Fortner filed suit after realizing that Bonkowski, Ward and Lester had withheld emails that should have been released under the state's Open Records Act.

At a hearing in late September, an attorney representing Paulson and Fortner asked the court to order council members to turn over their computer hard drives so the public records could be gathered by city officials and released.

In a decision Friday, Superior Court Judge Jeanette Dalton said the disputed emails would have to be released.

A conference between the two sides in the lawsuit will be held sometime in the next month to talk about how to have the records released, which may include the three council members handing over the hard drives of their personal computers for inspection.

Dalton said the council members should not have expected to keep their emails about city business shielded from public view.

"Government employees and public officials who conduct business on private computers cannot reasonably expect those records to be classified as private," Dalton said in her decision.

"Business conducted in the employees' or public officials' official capacities is not the personal property of that employee and is not subject to protections afforded to private property," she continued.

"Furthermore, these public records do not contain intimate details of a private and personal nature," the judge continued. "By conducting city business on a personal computer or from a personal email account — thereby creating records that are subject to the Public Records Act, a 'strongly worded mandate for broad disclosure of public records' — defendants have impliedly consented to the inspection of their personal computers and/or personal email accounts, regardless of whether such inspection would be appropriate or legal under other circumstances."

Council members have official email accounts set up by the city, and city policy dictates that council members use only their city accounts for city business. Emails released earlier this year by the city, however, show that council members Bonkowski, Ward, Lester and Blossom have long been using their private email accounts to correspond with the public and get advice on issues before the council.

Paulson welcomed the judge's decision Monday.

"It's great news," she said.

Paulson said if the decision had gone the other way, and the judge upheld the privacy claims presented by attorneys for the three council members, "it would have completely undermined a large portion of the Public Records Act."

"We don't want a situation where publicly elected officials can hide doing city business simply by conducting business on their private email," Paulson said. "The judge has affirmed that public records must be produced even if they are from personal emails."

in the Nov. 1 decision, Dalton also dismissed the three council members as named individuals in the lawsuit.

Dan Mallove, Paulson and Fortner's attorney, said Dalton's dismissal of the council members as individuals was not surprising, given the narrow language of the Public Records Act itself.

"Her ruling nevertheless validates the right of my clients, as members of the public, to have access to these public records," Mallove said.

BRIAN KELLY, Bainbridge Island Review Editor
editor@bainbridgereview.com or 1-206-842-6613

Find this article at:

<http://www.bainbridgereview.com/news/230581501.html>

Check the box to include the list of links referenced in the article.

ORDINANCE NO. _____

AN ORDINANCE RELATING TO STATE-LICENSED MARIJUANA PRODUCERS, PROCESSORS, AND RETAILERS; ADOPTING A NEW CHAPTER TO TITLE 17 OF THE MUNICIPAL CODE; PROVIDING FOR SEVERABILITY & AN EFFECTIVE DATE.

R E C I T A L S:

1. RCW 69.51A.140 authorizes cities to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes pertaining to the production, processing, or dispensing of cannabis or cannabis products within their jurisdiction and nothing in chapter 181, Laws of 2011, is intended to limit the authority of cities to impose zoning requirements or other conditions upon licensed dispensers, so long as such requirements do not preclude the possibility of siting licensed dispensers within the jurisdiction.

2. Initiative Measure No. 502, approved by the voters of Washington State on November 6, 2012, calls for the establishment of a regulatory system licensing producers, processors, and retailers of recreational marijuana for adults 21 years of age and older, legalizes the possession and private recreational use of marijuana, and requires the Washington State Liquor Control Board to adopt procedures and criteria by December

ORDINANCE -A- 1
11/06/2013
DC/la

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

1, 2013, for issuing licenses to produce, process, and sell marijuana.

3. The City of McCleary by ordinance has imposed a moratorium on the establishment of medical cannabis collective gardens and other establishments involved in the sale, manufacturing, distribution, or use of marijuana because of the potential impact on the public health, safety, and welfare. This was done after the City Council conducted a public hearing to take public testimony regarding the establishment of a moratorium covering these activities.

4. The Washington State Liquor Control Board has adopted its rules pertaining to the licensing of marijuana producers, processors, and retailers. These rules are very extensive, including a prohibition upon the specified uses within a 1,000 foot perimeter of a variety of uses, including schools, public parks and playgrounds, and child care centers.

5. The City currently does not have specific zoning regulations pertaining to state-licensed producers, processors, and retailers of state-licensed recreational marijuana.

6. With the assistance of City staff, including the Hearing Examiner, the Mayor and Council have studied the potential land use impacts associated with state-licensed marijuana producers, processors, and retailers and have now prepared this Interim Ordinance to address these impacts.

ORDINANCE -A- 2
11/06/2013
DC/1e

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

7. The Hearing Examiner has conducted a public hearing to take public testimony regarding regulations pertaining to state-licensed producers, processors, and retailers of state licensed recreational marijuana. He has provided the Council and Mayor findings, conclusions, and recommendations in relation to this matter.

8. The City Council finds that it is necessary and appropriate to adopt this Ordinance to avoid unanticipated negative impacts on the community and the public health, safety, and welfare associated with state-licensed marijuana producers, processors, and retailers.

9. By adopting this chapter to Title 17 of the McCleary Municipal Code, the same penalties that apply elsewhere in Title 17 will also apply to this chapter.

10. The City Council finds the restrictions and requirements established by this Ordinance are necessary for the preservation of the public peace, health, or safety and for the immediate support of city government and its existing public institutions.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION I: Findings:

A. The City Council finds that nothing in this chapter shall be construed to supersede Washington State or federal law

ORDINANCE -A- 3
11/06/2013
DG/1e

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

pertaining to the acquisition, possession, manufacture, sale, or use of marijuana.

B. The City Council adopts the recitals to this Ordinance as findings of fact in support of the enactment of this Ordinance. In anticipation of the lack of prior operational experience in this area, it is the intention and direction of the Mayor and Council that the staff is to continue to review the subject matter and to prepare and submit any suggested additions, deletions, or modifications in these regulations to the Hearing Examiner for his consideration and recommendation.

SECTION II: Purpose: The purpose of these regulations of state-licensed marijuana producers, processors, and retailers is to mitigate potential impacts on nearby properties of marijuana producers, processors, or retailers licensed by the State of Washington Liquor Control Board and to promote the public health, safety, and welfare.

SECTION III: Definitions:

A. "Marijuana", "Marihuana" or "Cannabis" are words which shall be deemed to be of the same meaning and shall be deemed to have the definition as provided in RCW 69.50.101 (s) as it currently states or as may be amended.

B. "Marijuana processor" shall have the definition as provided in RCW 69.50.101 (t) as it currently states or as may be amended.

ORDINANCE -A- 4
11/06/2013
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

C. "Marijuana producer" shall have the definition as provided in RCW 69.50.101 (u) as it currently states or as may be amended.

D. "Marijuana retailer" shall have the definition as provided in RCW 69.50.101 (w) as it currently states or as may be amended.

SECTION IV: State-Licensed Marijuana Producer, Processor, and Retailer Requirements:

A. General Requirements: A marijuana producer, processor, or retailer licensed by the State of Washington Liquor Control Board shall be required to comply with all applicable regulations established by the City including, but not limited to, all building and fire code regulations and zoning regulations and shall be required to provide a copy of the state-issued license to the City upon request. A marijuana producer, processor, or retailer licensed by the State of Washington Liquor Control Board shall also be required to comply with all applicable state regulations and all requirements set forth in the state-issued license.

B. Premises Requirements: A recreational producer, processor, or retailer must operate in compliance with the following conditions:

1. From a public right-of-way, there shall be no exterior display of marijuana or marijuana cultivation visible outside of the premises.

2. The marijuana of a retailer, producer, or processor shall be entirely within a permanent enclosed structure with a roof. The structure shall comply with all applicable code requirements.

3. Areas where marijuana is grown, stored, or dispensed must be provided with ventilation systems so that no odors are detectable off the premises by a person with a normal sense of smell from any abutting use or property, including sidewalks.

4. All premises must comply with the noise control requirements of the McCleary Municipal Code.

5. No minors shall be permitted on marijuana producer, processor, or retailer premises unless accompanied by a parent or guardian.

6. Consumption of marijuana, products containing marijuana, or alcohol on the premises is prohibited, as are any other associated uses such as a smoking room, dance or performance space, private club, open-to-the-public nightclub, cabaret, tavern, or similar establishment.

7. All premises must have an operating security and alarm system that is monitored twenty-four (24) hours a day and that includes a video recording system that monitors production, storage, and point of sale areas. All video recordings must be continuously recorded twenty-four (24) hours a day and must be kept for a minimum of forty-five (45) days on the licensee's recording

ORDINANCE -A- 6
11/06/2013
DG/1e

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

device. All videos are subject to inspection by the McCleary Police Department upon request.

8. A recreational retailer may be open only between the hours of 8 a.m. and 9 p.m.

9. All operations, both in relation to location restrictions and operational matters, shall be in compliance at all time with all rules and regulations governing its activities issued by the Washington State Liquor Control Board, including Chapter 314-55, as now existing or hereafter amended or succeeded.

10. In addition to any security requirements which may be required in order to comply with Chapter 314-55 WAC, during non-business hours a recreational producer, processor, or retailer shall store all useable marijuana, marijuana-infused product, and cash in a safe or in a substantially constructed and locked cabinet. The safe or cabinet shall be incorporated into the structure or be securely attached to the structure. As to useable marijuana products which must be refrigerated, these products must be stored in a locked refrigerator or freezer container approved by the Building Official provided that the unit also must be securely attached to the structure.

C. City Zoning:

1. State-Licensed Marijuana Retailers:

i. No person may conduct business within the City of McCleary as a state-licensed marijuana retailer unless they are

located within a general commercial district (C-2) as set forth in Title 17, Unified Development Code, and licensed under this chapter.

ii. Waste products must be disposed of in a secure manner that would prevent exposure to the public or create a nuisance.

iii. A retailer is required to obtain a conditional use permit approved by the Hearing Examiner pursuant to chapter 17.40.110 MMC.

2. State-Licensed Marijuana Producers and Processors:

iv. No person may conduct business within the City of McCleary as a state-licensed marijuana producer or processor unless it is located within the industrial zone in accordance with Title 17, Unified Development Code, and licensed under this chapter.

v. Waste products must be disposed of in a secure manner that would prevent exposure to the public or create a nuisance.

vi. A producer and/or processor is required to obtain a conditional use permit approved by the Hearing Examiner pursuant to chapter 17.40 MMC.

SECTION V: Nuisance Abatement: In addition to any other available remedy or penalty, any violation of this chapter is declared to be a public nuisance per se, and may be abated under the applicable provisions of the McCleary Municipal Code and state law.

SECTION VI: Effective Date:

This Ordinance shall be effective five (5) days after publication.

ORDINANCE -A- 8
11/06/2013
DC/12

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

SECTION VII: Repeal of Moratorium: The moratorium imposed by Ordinance No. _____ is repealed only to the extent that the activities are covered by this Ordinance, which addresses recreational sales, processing, and production of marijuana. Accordingly, the moratorium no longer applies to state-licensed retailers, producers, or processors of recreational marijuana. All other uses, including medical marijuana establishments and collective gardens, continue to be prohibited by the moratorium.

SECTION VIII: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION IX: Corrections by the Clerk-treasurer or Code Reviser. Upon approval of the Mayor and City Attorney, the Clerk-treasurer and the Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors, references to other local, state, or federal laws, codes,

ORDINANCE -A- 9
11/06/2013
DC/1a

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

rules, or regulations, or ordinance number and section/subsection numbering.

SECTION X: Sections II through V inclusive shall constitute a Chapter 17.14 in the McCleary Municipal Code and be entitled as follows:

**"STATE-LICENSED MARIJUANA PRODUCERS, PROCESSORS,
AND RETAILERS REGULATIONS"**

PASSED THIS _____ DAY OF _____, 2013, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2013.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance Number _____ and that said

ORDINANCE -A- 10
11/06/2013
DC/la

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number _____, as it was published, is on file in the appropriate records of the City of McCleary.

WENDY COLLINS

SIGNED AND SWORN to before me this _____ day of _____, 2013, by WENDY COLLINS.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at:
My appointment expires:

ORDINANCE -A- 11
11/06/2013
DG/1e

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

STAFF REPORT

To: Mayor Dent
From: Nick Bird, Director of Public Works
Date: November 8, 2013
Re: Current Non-Agenda Activity

2014 Preliminary Budget

Work associated with the 2014 Preliminary Budget has been a major focus in the last few weeks. Unfortunately we are not out of the woods just yet as we are likely to face some very difficult decisions relating to Current Expense in the near future. The Preliminary Budget (issued to Council Members on October 30, 2013 and discussed by the Finance Committee on November 4, 2013) is now available to the public.

Water Quality

Very few complaints have been trickling in regarding taste and odor of our water. As we are still trying to ensure the best possible product is provided to our customers, if you or anybody you know is experiencing water quality problems please keep us informed so that we may address the issues as they develop.

DOH Sanitary Survey

All items requiring a response have now been addressed, however we have not yet formally responded to DOH. The formal response will be prepared mid-November.

Well 2 & 3 Project

The reconciliation change order and final progress estimate are included as action items for this meeting.

As discussed last meeting, I will prepare a quick financial evaluation of the project to see how much we need to contribute and compare that to the anticipated savings of the interest rate reduction resulting from the increased contribution.

Emergency Generator for Well

We are in the process of looking into a couple of different options, from purchasing a used generator to reconstructing the old generator from the Wastewater Treatment Plant. We have confirmed that we do not need a transfer switch as we have the ability to directly wire the power source to the Well No. 2 building, which results in a minimum of \$10,000 saved in this process. We have also started the conversation with FEMA regarding involvement in the Preparedness Grants. At this time we have no other information to report.

General Sewer Plan

The base grant/loan agreement language has been transmitted to the Department of Ecology (DOE). They will then incorporate the base language into their larger boiler plate agreement language. After the full agreement is prepared, they will provide us a copy as DOE headquarters is facilitating their review. We have been informed that this agreement should be in our hands in the next week or so. This means that we may be able to provide the agreement to you at the Nov. 20 meeting, but it is more than likely that this will get pushed back to the first meeting in December.

Shoreline Management Plan

We are still trying to coordinate sharing inventory and characterization services with the County utilizing their consultant. If it turns out we are not able to share services, we will need to procure our own consultant to facilitate this work, which will affect the project schedule. Once we have a tentative game plan, we will then facilitate negotiating the agreement with DOE to complete this work.

Water System Plan

No additional information to report since the August 28 Council Meeting.

Underground Boring Equipment

The schedule on purchasing this equipment has slipped due to other items of work. Our goal is to issue the call for bids next week ever since the equipment has been abandoned. Again, we hope to advertise as soon as possible to replace the equipment.

TIB Main Street Application (SCAP)

No additional information to report since the October 17 Council Meeting.

TIB Ash Street Application (SCPP)

No additional information to report since the October 17 Council Meeting.

3rd Street Improvements Phase I

No additional information to report since the August 28 Council Meeting.

WSDOT JC Agreement

No additional information to report since the August 28 Council Meeting.

7th and Ash (12 kV) Substation

No new information to report since the October 9 Council Meeting.

Snow Plow

No additional information to report since the August 28 Council Meeting.

STAFF REPORT

To: Mayor Dent
 From: Colin Mercer
 Date: November 4, 2013
 Re: October Building Department

Activities

- Submit copies of permits issued to Grays Harbor County Assessor's Office.
- Lexar Homes has one home in the drywall stage.
- High Definition Homes has two homes in the framing stage.
- A right of way permit was issued for the ADA ramp repairs at the Cedar Heights subdivision.
- Final inspection passed for attic conversion permit at 118 N 9th St.

Nuisance Issues in Progress

- 150 Wildcat Drive garbage nuisance, bank has been notified waiting on clean up.

Building Department Activity

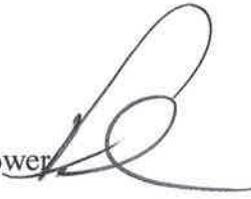
ACTIVITY	MONTHLY TOTALS	YEAR TO DATE TOTALS	ACTIVITY EXPLANATION
Customer Service	46	462	Answer building department related questions in person or by phone, meeting with potential applicants.
Building Permits Issued	1	32	Remodels, new construction & additions, both residential and commercial.
Plan Reviews Performed	1	13	Reviewing plans for building code and municipal code compliance.
Inspections Performed	17	169	Field inspections, writing of corrections or approving work.
Finals or Certificates of Occupancies	1	6	Performing of the final inspection & issuing of certificate of occupancy allowing use of the structure.
Complaints Received	3	13	Investigate and address citizen or staff reported issues, obtain resolution or acceptable compromise.
Nuisance Letters Sent	1	52	Formal notice from the City informing citizens of violations and providing expectation of the City for compliance.
Lemay's Garbage Letters Sent	0	97	Formal notice from City after notification from Lemay that service has been stopped.
Building Department Revenue	\$452.95	\$10288.93	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
September	2	2	\$495.00	\$24301.44
October	0	0	\$1400.00	\$1400.00

STAFF REPORT

To: Mayor Dent
From: Paul Nott, Light & Power
Date: November 4, 2013
Re: September/October Report



	Monthly Statistics;	YTD Totals;
New Services;	1	6
System Outages;	2	5
Pole Replacements;	0	10
Maintenance Work Orders;	6	28
Billable Work Orders;	3	9

The months of September and October consisted of two mini storms, another bad transformer replacement, and tree removal at the Rainbow Apartments, a new service at Summit II and wire theft at the same development.

We had a mini storm blow through during September and another one this last weekend. The first one resulted in no significant damage, other than a tree that fell at the Rainbow Apartments. During the one last weekend we had some wire down on County Line road and an apparent limb made contact on the circuit feeding the Simpson mill which took out the breaker at the substation. We were delayed on response since most of the crew was out hunting that day.

We received a call as to no lights in the Summit II development. When we arrived we found that numerous vaults had been broken into and the wire was cut. Also we found where someone had actually pulled out some of the lighting conductors. This was either an attempt to steal the copper conductors or just a malicious act of vandalism. We have most of the lighting repaired at this time and are awaiting more material to complete repairs. Including labor I anticipate repairs to exceed \$20,000.00.

With the recent storm from this weekend it is a good time to remind everyone to stay away from down power lines and to be sure and inform the City if your lights are out. Many times we get reports of customers being out of power for a substantial amount of time, assuming that we know about the outage, when in actuality we don't.

In case of a power outage, please contact:

Light and Power Department 360-495-4533
City Hall 360-495-3667
Dispatch Non-Emergency 360-533-8765

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

Staff Report

To: Mayor Dent
From: George M. Crumb, Chief of Police
Date: November 7, 2013
RE: For November 13, 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:

* 2267 Incident histories reported as of time of this report (110713 / 0931 hrs).

28 Infractions and Criminal Citations issued totaling bail amounts of \$13,159.00.

- | | |
|---|---|
| 11-Speeding | -Traffic Offense/Reckless/Hazard |
| 02-DWLS | -Found-/Lost Property Reports |
| -Speeding in School Zone | -Motorist Assist/Citizen Assist |
| -Burglary | -Theft Reports |
| -Fire Response's | -Death, report |
| -Disorderly Conduct/Obstructing | -Juvenile Problems/Run-a-way/-missing |
| -Traffic Stop's (from 082813) | -Malicious Mischief |
| -Harassment | -Warrant Arrests/Search Warrant/Confirm |
| -Weapons Offense | -911 Open Line or Hang Up |
| -Agency Assist's | -Domestic Violence |
| -Drug Incidents | -Citizen dispute-/Civil-/Vio Pro Order- |
| -Animal Complaints | -D.U.I. |
| -Curfew Violations | -Audible Alarm |
| | -Subject Stop |
| -Welfare Checks | -Traffic Accident |
| -Trespass (Criminal) | -Noise Complaints |
| -Suspicious Person/Vehicle/Circumstance | -Fraud |
| -Police Information or Referrals | -Sex Offense |
| -Alcohol Offense | -Parking Complaint |
| -Suicide Attempt | -Vehicle Prowl |
| -Insurance violation | -No Valid Operator's License (NVOL) |

Discussion: Open:

Council Members Present: ALL.... Mr. Catterlin-Position 1, Mr. Reed-Position 2,
Mr. Peterson-Position 3, Mr. Shiller-Position 4,
Mr. Ator-Position 5.

Mayor Dent: Present / Not Present _____

Officer Reporting: Chief Crumb _____

STAFF REPORT

To: Mayor Dent
From: Todd Baun, Public Facilities Manager
Date: November 7th, 2013
Re: October 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 last I have heard anything on this issues is August 24th, 2010.
- I would like to welcome Jenna Powers as our new temporary full time employee. She was our summer help the past 2 years and I think she will do great at helping the crews with our ongoing maintenance throughout the City.
- The crew is still filling in many potholes throughout the City.
- We are continuing our maintenance of our equipment and vehicles.
- Our mowing of the parks and cemetery is now done for the year. We have winterized and maintained all our mowers and weed eaters.
- We had 2 water leaks in our system. One leak was a service line that feeds the museum. We replaced a small section of iron pipe that was between poly lines. The other leak was on S. 8th Street. It was another service line that we replaced with a new section of poly line.
- We have installed the new storage bins and shelves. They provided much needed storage space. Our shop is now looking good and everything has a place on the shelf.
- We have done some minor repairs at the Library. The exit signs needed new batteries and several lights were replaced.
- We are still looking to replace a section of 2” water line on 3rd Street. This line is currently an iron pipe that has failed multiple times. We will be waiting for a good weather window to accomplish this task.
- We have been cleaning catch basins and culverts. We had no flooding from our catch basins or ditches.
- We have finished out city wide hydrant flushing for the year. We will be flushing hydrants city wide again in January. We are still flushing several hydrants weekly to help with water quality.
- When we have a weather window, we will be replacing a catch basin that is failing on 3rd and Mommsen.
- We will be jetting/vacuum cleaning our storm lines and camera our sewer system starting November 12th. This is an annual maintenance item we have done every year. The camera of the sewer lines are at problems areas and will identify what we need to do to fix the issues we find.

- I have been studying for a Water Distribution Manager 2 (WDM2) certification. This is to upgrade my current WDM1 certification and to meet Department of Health requirements for our system. My test is on November 12th.
- 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.

To: Mayor Dent

From: Kevin Trewhella, Water/ Wastewater Plant Manager

Current Month: November, 2013

Re: Monthly Report for month of October

Sir,

The arrival of the wet season is definitely upon us, but, if you were to look at the total rainfall of about 3 inches for the month of October you would not think so. Because of our I & I problems within the city, the less rainfall we have, the better operations and treatment processes are down at the waste water treatment plant. I am asking you, sir and the council to keep in mind that we need to consider resolving our I & I issues so that we may continue to operate the wastewater treatment facility without having to spend money to expand, for several years.

In October, annual service of the WWTP generator was performed. The generator performed very well. There were no issues.

At this time all operations are running exceptionally at both the Water Plant and Wastewater Treatment Plant

STAFF REPORT

To: Mayor Dent
From: Colin Mercer Webmaster
Date: November 4, 2013
Re: October Website & Help Desk

Re-Occurring Website Activities

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

New Website Activity

- Update the conservation pages with the new measures and requirements from BPA for the Conservation Program.
- Posted the Hydrant Flushing notice for the week of October 21st – 25th.
- Posted the Trick or Treat with the Merchants flyer and added date and time to calendar.
- Posted 2014 Budget Public Hearing notice on the events calendar, the Home Page “Public Notice” side bar, and on the Mayor & Council “Breaking News” side bar.
- Removed Job Opening for Public Works maintenance worker posting.

Additional Tasks

- Research zoning requirements for I502 and review existing MMC for compliance.
- Research other jurisdictions animal codes and ordinances, along with RCW & WAC.
- Look into a new system to monitor customer complaints and staff requests to replace the Help Desk system that MRSC will no longer be able to host or support.

Help Desk Activity

Month	Number of Incidents Reported	Staff Reported / Closed / Open	Citizen Reported / Closed / Open
July	8	3 / 2 / 34	5 / 7 / 10
August	7	3 / 3 / 34	4 / 3 / 11
September	10	4 / 7 / 31	6 / 7 / 10
October	14	7 / 6 / 32	7 / 9 / 8

The Help Desk is currently hosted by MRSC, they stopped maintaining the program last year.

In February they will be changing their current content management system to a new system. They will no longer be able to host the help desk for us. This means we must look for a new system to manage and store our customer and staff incidents. WCIA recommend several years ago that we maintain this information for providing a history of incidents, how they were address and how long it take staff to resolve them.

Adnets is looking into a program similar to the one they use for us to reporting computer issues, maintenance requests etc.

Website Comments:

None this month

Website Traffic October 1, 2013 through October 31, 2013 (Top visited pages shown only)

Section	Page Views	Percent of Total
Default Home Page	3373	31.27%
Events Calendar	1114	10.33%
City Jobs	737	6.83%
Home Page	597	5.53%
Agendas and Minutes	396	3.67%
Conservation Program	387	3.59%
City Departments	295	2.73%
Utilities	234	2.17%
Police	175	1.62%
Mayor and Council	150	1.39%
Municipal Code	141	1.31%
City Forms & Documents	126	1.17%
Public Facilities	122	1.13%
Search Results	118	1.09%
Water / Wastewater	115	1.07%
Administration	112	1.04%
2008-13 Budget	105	0.97%
Bear Festival	101	0.94%
Chamber of Commerce	99	0.92%
Development Services / Building	94	0.87%
City Photos	93	0.86%
Light & Power	91	0.84%
Data Page	85	0.79%
Planning Department	84	0.78%
Tell Us What You Think!	80	0.74%
Fire	75	0.7%
Code, Ordinances & Standards	74	0.69%
Municipal Court	70	0.65%
FAQ's Page	68	0.63%
Previous Years Council Minutes	63	0.58%
Helpful Links	56	0.52%
Title 17 Zoning	46	0.43%
Interlocal Agreements	38	0.35%
Bear Festival Photos	36	0.33%
1.12 Official Newspaper	30	0.28%
Previous Years Council Agendas	28	0.26%
17.12 Definitions	27	0.25%

STAFF REPORT

To: Mayor Dent
 From: Nick Bird, P.E., Director of Public Works
 Date: October 18, 2013
 Re: Simpson Track & Tune

After a thorough evaluation, there is very little I can confirm that is a direct “City benefit” by proceeding with this program. I did speak to Simpson regarding this subject and they were quick to point out the indirect benefits. Their goal is to reduce the cost per unit of production (cost per door) so that they can be more competitive in the market place. Their thought process is that if they can reduce the cost per door, thereby becoming more competitive in the market, sales and production will increase, which will in turn increase electricity consumption, jobs created, and local sales tax revenue increases.

I have taken the liberty of evaluating the net impact to the Light and Power fund, which is shown below. The bold net impact line shows the difference between the reduction in revenue from consumption charges and the reduction in expenditures from purchasing power from Bonneville Power.

T&T Net Impact	FY 14	FY 15	FY 16*	FY 17*	FY 18*	Total
Est. Annual Simpson Reduction (kwh)	-	-	780,000	780,000	780,000	2,340,000
Est. Annual Simpson Utility Savings	\$0	\$0	\$36,270	\$36,270	\$36,270	\$108,810
Est. Annual Power Purchase Decrease	\$0	\$0	\$27,355	\$27,355	\$27,355	\$82,064
Net Impact	\$0	\$0	\$8,915	\$8,915	\$8,915	\$26,746

* - FY16, 17, & 18 are estimated net impacts based on the current sales rate of \$0.0465/kwh and the current purchase rate of \$35.07/mwh.

As shown above, the annual net impact of this program to the utility is minimal. An additional impact to current expense (via utility tax at 6%) is estimated to be \$2,176 using the figures shown above.

Staff Recommendation:

This topic is extremely difficult to quantify and justify as a utility from a financial prospective, however, it appears to be easier to digest as a municipal government. Our primary focus is on facilitating market competition for our largest employer with the hope that these market conditions will improve, ultimately benefiting the City.

Action Requested:

Please discuss this topic and identify any concerns that may arise.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: November 8, 2013
Re: Well Project Change Order #6

Attached you will find a copy of Change Order No. 6, which is for various items of work to cleanup and finalize the Contract with Award Construction. A total of nine items are included in this change order and can be viewed in greater detail in the attached document.

The total impact of Change Order No. 6 is a deduction of \$7,891.64 from the contract amount.

Staff Recommendation:

Staff recommends the City process Change Order No. 6.

Action Requested:

Please consider authorizing the attached Change Order No. 6 for the Well Field Improvement Project.

CHANGE ORDER

Project Title	McCleary Well Field Improvements		
Owner	City of McCleary	Contractor Name	Award Construction, Inc.
Change Order No.	6	Contractor Address	980 Willeys Lake Road Ferndale, WA 98248
Change Order Date	October 8, 2013		
G&O No.	11551.01		

The following changes are hereby made to the Contract Documents:

ITEM NO. 1:

The additional work consists of installing a poured in place concrete curb around the two catch basins adjacent to the Operations Building that collect water from the filter-to-waste and pump-to-waste discharge pipes.

The total lump sum cost for this change is:\$300.88

Justification: A concrete curb was poured in lieu of the pre-cast riser rings to provide a better seal around the top of the catch basins.

ITEM NO. 2:

The additional work consists of installing a control circuit utilizing the dry contacts on the permanganate feed pumps.

The total lump sum cost for this change is:\$539.00

Justification: Utilizing the dry contacts for control of the permanganate feed pumps will allow the feed pumps to remain in the "on" position at all times, allowing for adjustments to pump speed to be made while the pumps are not operating.

ITEM NO. 3:

The additional work consists of (1) directing seal water to drains for better housekeeping, (2) adding a valve to better control stuffing box discharge water flow rate, (3) adding a valve to better control pressure to the chlorine analyzer, and (4) adding a pressure gauge at the Well No. 2 discharge.

The total lump sum cost for this change is:\$860.43

Justification: The changes improved functionality and cleanliness of the facility.

ITEM NO. 4:

This change consists of rerouting the drain line from the catch basin that collects discharge from the pump-to-waste valve, adding 17 linear feet of additional 8-inch ductile iron drain pipe.

The total lump sum cost for this change is:\$1,561.00

Justification: Given the uncertain location and fragility of the existing 6-inch asbestos concrete water line running along the southeast side of the Well No. 3 building, it is safer to reroute the pump to waste drain line to the south of the Well No. 3 building.

ITEM NO. 5:

The additional work consists of installing a poured in place concrete curb around the catch basin located adjacent to the Well No. 3 Building that collects water from the pump-to-waste discharge pipe.

The total lump sum cost for this change is:\$300.00

Justification: A concrete curb was poured in lieu of the pre-cast riser rings to provide a better seal around the top of the catch basin.

ITEM NO. 6:

The change consists of providing a different roof hatch on the Well No. 3 building.

The total lump sum cost for this change is:\$450.00

Justification: A roof hatch different from the one delivered to the job site was required.

ITEM NO. 7:

The change consists of removing the sodium hypochlorite and potassium permanganate from the construction contract.

The total lump sum cost for this change is:(\$2,200.40)

Justification: The City purchased the sodium hypochlorite and potassium permanganate instead of the Contractor.

ITEM NO. 8:

The change consists of a credit to compensate the City for costs incurred resulting from delays in project completion.

The total lump sum credit for this change is:.....(\$5,000.00)

Justification: The City incurred additional costs resulting from delays in project completion.

ITEM NO. 9:

The change consists of a reconciliation of all pertinent contract quantities to the amounts actually utilized as presented in the schedule below:

Item No.	Description	Quantity	Unit	Unit Price	Net Change in Contract Amount
4	Locate Existing Utilities	1	EA	\$300.00	\$300.00
7	Special Excavation of Unsuitable Material	(25)	CY	\$65.00	(\$1,625.00)
10	Foundation Gravel	(40)	CY	\$60.00	(\$2,400.00)
11	Gravel Borrow	13	TN	\$22.50	\$292.50
12	Crushed Surfacing Top Course	5	TN	\$34.00	\$170.00
13	Quarry Spalls	(4)	CY	\$120.00	(\$480.00)
15	Topsoil	105	CY	\$38.00	(\$3,990)
16	Hydroseeding	133	SY	\$1.10	(\$146.3)
CO1	Well Cleanup	11	HR	\$302.50	\$3,327.50
CO2	Well Cleanup	(0.5)	HR	\$302.50	(\$151.25)
	Total				(\$4,702.55)

The total lump sum credit for this change is:..... (\$4,702.55)

Justification: The contract quantities are adjusted to reflect the amount of each item actually utilized.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax).....\$1,182,885.00
 Current Contract Amount, as adjusted by previous change orders.....\$1,230,831.34
 The Contract Amount due to this Change Order will be decreased by..... (\$7,891.64)
 The new Contract Amount (without tax) due to this Change Order will be:.....\$1,222,939.70

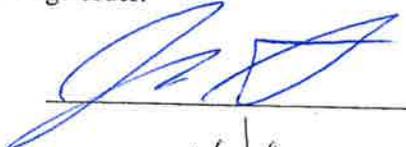
CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 0 working days, for a total of 120 working days.

The Physical Completion Contract Time will be increased by 0 working days, for a total of 140 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)


 Date 10/21/13

AWARD CONSTRUCTION, INC.
(ACCEPTED)


 Date 10/21/13

CITY OF MCCLEARY
(ACCEPTED)

 Date _____

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: November 8, 2013
Re: Final Progress Estimate (No. 11) – Well Project

Attached you will find a copy of the final progress estimate for the Well Project, including a recommendation for accepting the contract work required by Award Construction as complete.

Staff Recommendation:

This item has multiple requests that are presented below. It has been assumed that Change Order No. 6 is authorized as presented. Please note that the language presented below indicates that work may be added to the “project” funded by PWTF to increase our local share as we have discussed, but our contractual agreement with Award Construction has been fulfilled.

Action Requested:

1. Please authorize payment of Progress Estimate No. 11 to Award Construction in the amount of \$28,819.25 and deposit \$1,393.58 into the retainage account.
2. Please accept the required contract work by Award Construction as complete contingent upon verification of Affidavits of Wages Paid by the Director of Public Works and resolution of the minor telemetry issue confirmed by the Director of Public Works.

November 8, 2013

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

**SUBJECT: FINAL PROGRESS ESTIMATE NO. 11 PROJECT ACCEPTANCE,
AND RELEASE OF RETAINAGE, WELLFIELD IMPROVEMENTS
PROJECT
CITY OF MCCLEARY, GRAYS HARBOR COUNTY, WASHINGTON
G&O #11551**

Dear Mr. Bird:

This letter provides the City with guidance regarding the Final Progress Estimate, accepting the project as complete, and release of the retainage.

1. FINAL PROGRESS ESTIMATE

We have enclosed the signed Final Contract Voucher and two copies of Progress Estimate No. 11, which is the final progress estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the contractor with the payment. The 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>
\$28,819.25	\$1,393.58	\$61,146.98

2. PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all contractors on the project and resolution of a minor telemetry issue. We therefore recommend the City accept the project as complete after the contractor has submitted all required Affidavits of Wage Paid forms to the City and the telemetry issue has been resolved. After the contractor has submitted all required Affidavits of Wages Paid, insert the affidavit identification numbers for each subcontractor on the Notice of Completion form. Attached for your use is a draft "Notice of Completion of Public Works Contract" form. We have also e-mailed this form to you for your use.



Mr. Nick Bird
November 8, 2013
Page 2

After the City has accepted the project as complete, the City needs to forward the "Notice of Completion of Public Works Contract" form to the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department.

3. RELEASE OF RETAINAGE

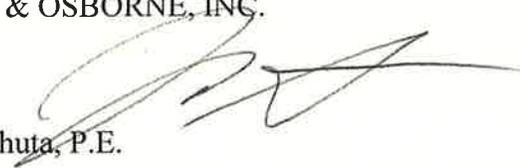
We have also enclosed two copies of the Release of Retainage Progress Estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the contractor with the payment. The retainage should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City meeting minutes.
2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact the undersigned if you have any questions or concerns regarding these matters.

Very truly yours,

GRAY & OSBORNE, INC.


Joe Plahuta, P.E.

JP/sp
Encl.

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

FINAL PROGRESS ESTIMATE NO. 11
OCTOBER 8, 2013

CITY OF MCCLEARY
GRAYS HARBOR COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
AUGUST 10, 2013 TO OCTOBER 7, 2013

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	100.00%	25.00%	\$60,000.00	\$15,000.00	100%
2	Minor Changes	1	CALC	\$5,000.00	100.00%	1.81%	\$5,000.00	\$90.70	100%
3	Demolition	1	LS	\$13,500.00	100.00%	0.00%	\$13,500.00	\$0.00	100%
4**	Locate Existing Utilities	9	EA	\$300.00	9	0	\$2,700.00	\$0.00	100%
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	100.00%	0.00%	\$11,600.00	\$0.00	100%
7**	Special Excavation of Unsuitable Material	0	CY	\$65.00	0	0	\$0.00	\$0.00	
8	Erosion Control	1	LS	\$15,000.00	100.00%	5.00%	\$15,000.00	\$750.00	100%
9	Railroad Borings	1	LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
10**	Foundation Gravel	35	CY	\$60.00	35	0	\$2,100.00	\$0.00	100%
11*	Gravel Borrow	238	TN	\$22.50	238	0	\$5,355.00	\$0.00	100%
12**	Crushed Surfacing Top Course	255	TN	\$34.00	255	0	\$8,670.00	\$0.00	100%
13**	Quarry Spalls	1	CY	\$120.00	1	0	\$120.00	\$0.00	100%
14	Commercial HMA	25	TN	\$135.00	25	0	\$3,375.00	\$0.00	100%
15**	Topsoil	45	CY	\$38.00	45	0	\$1,710.00	\$0.00	100%
16**	Hydroseeding	667	SY	\$1.10	667	0	\$733.70	\$0.00	100%
17	Operations Building	1	LS	\$180,000.00	100.00%	2.00%	\$180,000.00	\$3,600.00	100%
18	Existing Well No. 3 Building Modifications	1	LS	\$56,000.00	100.00%	5.00%	\$56,000.00	\$2,800.00	100%
19	Replace Well No. 2 Pump	1	LS	\$70,000.00	100.00%	0.00%	\$70,000.00	\$0.00	100%
20	Replace Well No. 3 Pump	1	LS	\$66,000.00	100.00%	5.00%	\$66,000.00	\$3,300.00	100%
21	Pyrolusite Treatment System	1	LS	\$110,000.00	100.00%	0.00%	\$110,000.00	\$0.00	100%
22	Sodium Hypochlorite Feed System	1	LS	\$31,000.00	100.00%	0.00%	\$31,000.00	\$0.00	100%
23	Potassium Permanganate Feed	1	LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
24	Piping, Valves and Appurtenances	1	LS	\$211,000.00	100.00%	0.00%	\$211,000.00	\$0.00	100%
25	Electrical, Telemetry and Instrumentation	1	LS	\$276,000.00	100.00%	2.00%	\$276,000.00	\$5,520.00	100%
*Per Change Order No. 1, the contract quantity of gravel borrow has changed from 450 tons to 225 tons. Per Change Order No. 6, the contract quantity of gravel borrow has changed from 225 tons to 238 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	27	HR	\$302.50	27	0	\$8,167.50	\$0.00	100%

**FINAL PROGRESS ESTIMATE NO. 11
OCTOBER 8, 2013**

CITY OF MCCLEARY
GRAYS HARBOR COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
AUGUST 10, 2013 TO OCTOBER 7, 2013

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	
CO2	Raise Building Elevation	1	LS	\$700.65	100.00%	0.00%	\$0.00	\$0.00
	Install Additional Fitting	1	LS	\$889.65	100.00%	0.00%	\$700.65	\$0.00
	Well No. 3 Rehabilitation						\$889.65	\$0.00
	** Well Cleanup	26.5	HR	\$302.50	26.5	26.5	\$8,016.25	\$0.00
	Post Cleaning Video Inspection	1	LS	\$825.00	100.00%	0.00%	\$825.00	\$0.00
CO3								
CO4	Recommission Well No. 1 and Demolish Building	1	LS	\$9,875.00	100.00%	0.00%	\$9,875.00	\$0.00
CO5	Install New Well Screen on Well No. 3	1	LS	\$13,678.50	100.00%	0.00%	\$13,678.50	\$0.00
	Install New Sheeting on Well No. 3 Building	1	LS	\$3,864.95	100.00%	0.00%	\$3,864.95	\$0.00
	Credit for Less Siding Replacement	1	LS	(\$2,790.59)	100.00%	0.00%	(\$2,790.59)	\$0.00
CO6**	See Change Order No. 6 for Revisions to Bid Quantities							
	Concrete Curbs at Well No. 2	1	LS	\$300.88	100.00%	100.00%	\$300.88	\$300.88
	Permanganate Feed Pump Circuit	1	LS	\$539.00	100.00%	100.00%	\$539.00	\$539.00
	Well No. 2 Misc. Improvements	1	LS	\$860.43	100.00%	100.00%	\$860.43	\$860.43
	Well No. 3 Drain Line Rerouting	1	LS	\$1,561.00	100.00%	100.00%	\$1,561.00	\$1,561.00
	Concrete Curb at Well No. 3	1	LS	\$300.00	100.00%	100.00%	\$300.00	\$300.00
	Well No. 3 Roof Hatch	1	LS	\$450.00	100.00%	100.00%	\$450.00	\$450.00
	Sodium Hypochlorite Credit	1	LS	(\$2,200.40)	100.00%	100.00%	(\$2,200.40)	(\$2,200.40)
	Credit for Delay	1	LS	(\$5,000.00)	100.00%	100.00%	(\$5,000.00)	(\$5,000.00)

PROJECT COSTS

	AMOUNT TO DATE	AMOUNT THIS PERIOD
TOTAL EARNED TO DATE	\$1,222,939.70	\$27,871.61
SALES TAX		
MATERIALS ON HAND (INCLUDING SALES TAX)	8.40%	\$102,726.95
TOTAL WITH SALES TAX (Incl. Materials on Hand)		\$2,341.22
LESS 5% RETAINED (BEFORE TAX)		\$0.00
		\$1,325,666.65
		\$30,212.83
		\$61,146.98
		\$1,393.58

TOTAL EARNED TO DATE LESS RETAINAGE **\$1,264,519.66**

ORIGINAL CONTRACT AMOUNT \$1,182,885.00
CONTRACT AMOUNT WITH CHANGE ORDERS 1-6 \$1,222,939.70
CONTRACT PERCENTAGE TO DATE 100%

PROGRESS ESTIMATE NO. 1		
PROGRESS ESTIMATE NO. 2		\$157,255.89
PROGRESS ESTIMATE NO. 3		\$303,871.80
PROGRESS ESTIMATE NO. 4		\$220,704.20
PROGRESS ESTIMATE NO. 5		\$64,904.18
PROGRESS ESTIMATE NO. 6		\$98,431.94
PROGRESS ESTIMATE NO. 7		\$139,310.82
PROGRESS ESTIMATE NO. 8		\$35,288.35
PROGRESS ESTIMATE NO. 9		\$68,114.75
PROGRESS ESTIMATE NO. 10		\$91,693.48
		\$56,125.01
TOTAL PAYMENT NOW DUE:		\$28,819.25
		\$28,819.25

FINAL PROGRESS ESTIMATE NO. 11
OCTOBER 8, 2013

CITY OF MCCLEARY
 GRAYS HARBOR COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 AUGUST 10, 2013 TO OCTOBER 7, 2013

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

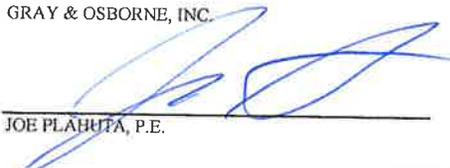
CONTRACTOR:
 AWARD CONSTRUCTION, INC.
 980 WILLEYS LAKE ROAD
 FERNDALE, WA 98248

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

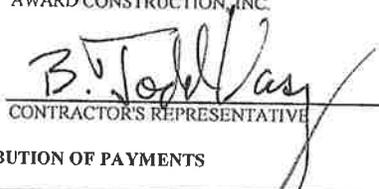
I HEREBY CERTIFY THAT THE PREVAILING
 WAGES HAVE BEEN PAID IN ACCORDANCE
 WITH RCW 39.12.

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		MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
			TAX RATE	SALES TAX AMOUNT			
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
5.	JANUARY 1, 2013 TO JANUARY 31, 2013	\$95,195.30	8.40%	\$7,996.41	\$0.00	\$4,759.77	\$98,431.94
6.	FEBRUARY 1, 2013 TO FEBRUARY 28, 2013	\$134,730.00	8.40%	\$11,317.32	\$0.00	\$6,736.50	\$139,310.82
7.	MARCH 1, 2013 TO APRIL 30, 2013	\$34,128.00	8.40%	\$2,866.75	\$0.00	\$1,706.40	\$35,288.35
8.	MAY 1, 2013 TO JUNE 10, 2013	\$65,875.00	8.40%	\$5,533.50	\$0.00	\$3,293.75	\$68,114.75
9.	JUNE 11, 2013 TO JULY 12, 2013	\$88,678.41	8.40%	\$7,448.99	\$0.00	\$4,433.92	\$91,693.48
10.	JULY 13, 2013 TO AUGUST 9, 2013	\$54,279.50	8.40%	\$4,559.48	\$0.00	\$2,713.97	\$56,125.01
11.	AUGUST 10, 2013 TO OCTOBER 7, 2013	\$27,871.61	8.40%	\$2,341.22	\$0.00	\$1,393.58	\$28,819.25
TOTAL:		\$1,222,939.70		\$102,726.95	\$0.00	\$61,146.98	\$1,264,519.66

FINAL PROGRESS ESTIMATE NO. 11

OCTOBER 8, 2013

CITY OF MCCLEARY
GRAYS HARBOR COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
AUGUST 10, 2013 TO OCTOBER 7, 2013

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	100.00%	25.00%	\$60,000.00	\$15,000.00	100%
2	Minor Changes	1 CALC	\$5,000.00	100.00%	1.81%	\$5,000.00	\$90.70	100%
3	Demolition	1 LS	\$13,500.00	100.00%	0.00%	\$13,500.00	\$0.00	100%
4**	Locate Existing Utilities	9 EA	\$300.00	9	0	\$2,700.00	\$0.00	100%
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	100.00%	0.00%	\$11,600.00	\$0.00	100%
7**	Special Excavation of Unsuitable Material	0 CY	\$65.00	0	0	\$0.00	\$0.00	
8	Erosion Control	1 LS	\$15,000.00	100.00%	5.00%	\$15,000.00	\$750.00	100%
9	Railroad Borings	1 LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
10**	Foundation Gravel	35 CY	\$60.00	35	0	\$2,100.00	\$0.00	100%
11*	Gravel Borrow	238 TN	\$22.50	238	0	\$5,355.00	\$0.00	100%
12**	Crushed Surfacing Top Course	255 TN	\$34.00	255	0	\$8,670.00	\$0.00	100%
13**	Quarry Spalls	1 CY	\$120.00	1	0	\$120.00	\$0.00	100%
14	Commercial HMA	25 TN	\$135.00	25	0	\$3,375.00	\$0.00	100%
15**	Topsoil	45 CY	\$38.00	45	0	\$1,710.00	\$0.00	100%
16**	Hydroseeding	667 SY	\$1.10	667	0	\$733.70	\$0.00	100%
17	Operations Building	1 LS	\$180,000.00	100.00%	2.00%	\$180,000.00	\$3,600.00	100%
18	Existing Well No. 3 Building Modifications	1 LS	\$56,000.00	100.00%	5.00%	\$56,000.00	\$2,800.00	100%
19	Replace Well No. 2 Pump	1 LS	\$70,000.00	100.00%	0.00%	\$70,000.00	\$0.00	100%
20	Replace Well No. 3 Pump	1 LS	\$66,000.00	100.00%	5.00%	\$66,000.00	\$3,300.00	100%
21	Pyrolusite Treatment System	1 LS	\$110,000.00	100.00%	0.00%	\$110,000.00	\$0.00	100%
22	Sodium Hypochlorite Feed System	1 LS	\$31,000.00	100.00%	0.00%	\$31,000.00	\$0.00	100%
23	Potassium Permanganate Feed	1 LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
24	Piping, Valves and Appurtenances	1 LS	\$211,000.00	100.00%	0.00%	\$211,000.00	\$0.00	100%
25	Electrical, Telemetry and Instrumentation	1 LS	\$276,000.00	100.00%	2.00%	\$276,000.00	\$5,520.00	100%
*Per Change Order No. 1, the contract quantity of gravel borrow has changed from 450 tons to 225 tons. Per Change Order No. 6, the contract quantity of gravel borrow has changed from 225 tons to 238 tons.								
CHANGE ORDERS:								
CO1						\$0.00	\$0.00	
	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	27 HR	\$302.50	27	0	\$8,167.50	\$0.00	100%

**FINAL PROGRESS ESTIMATE NO. 11
OCTOBER 8, 2013**

CITY OF MCCLEARY
GRAYS HARBOR COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
AUGUST 10, 2013 TO OCTOBER 7, 2013

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	
CO2								
	Raise Building Elevation	1	LS	\$700.65	100.00%	0.00%	\$0.00	\$0.00
	Install Additional Fitting	1	LS	\$889.65	100.00%	0.00%	\$700.65	\$0.00
	Well No. 3 Rehabilitation						\$889.65	\$0.00
	** Well Cleanup	26.5	HR	\$302.50	26.5	26.5	\$8,016.25	\$0.00
	Post Cleaning Video Inspection	1	LS	\$825.00	100.00%	0.00%	\$825.00	\$0.00
CO3								
CO4	Recommission Well No. 1 and Demolish Building	1	LS	\$9,875.00	100.00%	0.00%	\$9,875.00	\$0.00
CO5	Install New Well Screen on Well No. 3	1	LS	\$13,678.50	100.00%	0.00%	\$13,678.50	\$0.00
	Install New Sheeting on Well No. 3 Building	1	LS	\$3,864.95	100.00%	0.00%	\$3,864.95	\$0.00
	Credit for Less Siding Replacement	1	LS	(\$2,790.59)	100.00%	0.00%	(\$2,790.59)	\$0.00
CO6**	See Change Order No. 6 for Revisions to Bid Quantities							
	Concrete Curbs at Well No. 2	1	LS	\$300.88	100.00%	100.00%	\$300.88	\$300.88
	Permanganate Feed Pump Circuit	1	LS	\$539.00	100.00%	100.00%	\$539.00	\$539.00
	Well No. 2 Misc. Improvements	1	LS	\$860.43	100.00%	100.00%	\$860.43	\$860.43
	Well No. 3 Drain Line Rerouting	1	LS	\$1,561.00	100.00%	100.00%	\$1,561.00	\$1,561.00
	Concrete Curb at Well No. 3	1	LS	\$300.00	100.00%	100.00%	\$300.00	\$300.00
	Well No. 3 Roof Hatch	1	LS	\$450.00	100.00%	100.00%	\$450.00	\$450.00
	Sodium Hypochlorite Credit	1	LS	(\$2,200.40)	100.00%	100.00%	(\$2,200.40)	(\$2,200.40)
	Credit for Delay	1	LS	(\$5,000.00)	100.00%	100.00%	(\$5,000.00)	(\$5,000.00)

PROJECT COSTS

	AMOUNT TO DATE	AMOUNT THIS PERIOD
TOTAL EARNED TO DATE	\$1,222,939.70	\$27,871.61
SALES TAX	8.40%	\$102,726.95
MATERIALS ON HAND (INCLUDING SALES TAX)		\$2,341.22
TOTAL WITH SALES TAX (Incl. Materials on Hand)		\$0.00
LESS 5% RETAINED (BEFORE TAX)		\$1,325,666.65
		\$30,212.83
		\$61,146.98
		\$1,393.58

TOTAL EARNED TO DATE LESS RETAINAGE **\$1,264,519.66**

ORIGINAL CONTRACT AMOUNT \$1,182,885.00
CONTRACT AMOUNT WITH CHANGE ORDERS 1-6 \$1,222,939.70
CONTRACT PERCENTAGE TO DATE 100%

PROGRESS ESTIMATE NO. 1	\$157,255.89
PROGRESS ESTIMATE NO. 2	\$303,871.80
PROGRESS ESTIMATE NO. 3	\$220,704.20
PROGRESS ESTIMATE NO. 4	\$64,904.18
PROGRESS ESTIMATE NO. 5	\$98,431.94
PROGRESS ESTIMATE NO. 6	\$139,310.82
PROGRESS ESTIMATE NO. 7	\$35,288.35
PROGRESS ESTIMATE NO. 8	\$68,114.75
PROGRESS ESTIMATE NO. 9	\$91,693.48
PROGRESS ESTIMATE NO. 10	\$56,125.01
TOTAL PAYMENT NOW DUE:	\$28,819.25

**FINAL PROGRESS ESTIMATE NO. 11
OCTOBER 8, 2013**

CITY OF MCCLEARY
GRAYS HARBOR COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
AUGUST 10, 2013 TO OCTOBER 7, 2013

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

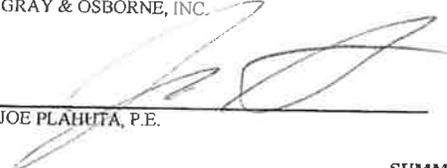
CONTRACTOR:
AWARD CONSTRUCTION, INC.
980 WILLEYS LAKE ROAD
FERNDAL, WA 98248

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

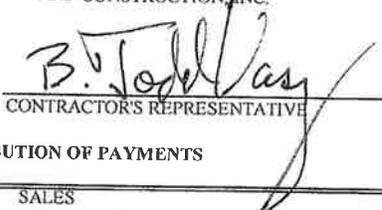
I HEREBY CERTIFY THAT THE PREVAILING WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12.

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
5.	JANUARY 1, 2013 TO JANUARY 31, 2013	\$95,195.30	8.40%	\$7,996.41	\$0.00	\$4,759.77	\$98,431.94
6.	FEBRUARY 1, 2013 TO FEBRUARY 28, 2013	\$134,730.00	8.40%	\$11,317.32	\$0.00	\$6,736.50	\$139,310.82
7.	MARCH 1, 2013 TO APRIL 30, 2013	\$34,128.00	8.40%	\$2,866.75	\$0.00	\$1,706.40	\$35,288.35
8.	MAY 1, 2013 TO JUNE 10, 2013	\$65,875.00	8.40%	\$5,533.50	\$0.00	\$3,293.75	\$68,114.75
9.	JUNE 11, 2013 TO JULY 12, 2013	\$88,678.41	8.40%	\$7,448.99	\$0.00	\$4,433.92	\$91,693.48
10.	JULY 13, 2013 TO AUGUST 9, 2013	\$54,279.50	8.40%	\$4,559.48	\$0.00	\$2,713.97	\$56,125.01
11.	AUGUST 10, 2013 TO OCTOBER 7, 2013	\$27,871.61	8.40%	\$2,341.22	\$0.00	\$1,393.58	\$28,819.25
TOTAL:		\$1,222,939.70		\$102,726.95	\$0.00	\$61,146.98	\$1,264,519.66

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: November 8, 2013
Re: Lemay Garbage Rate

Attached you will find material presented by Lemay to the City regarding the garbage rate increase for 2014, which includes the cover letter, suggested rate resolution, and rate calculation spreadsheet. As Mr. Glenn noted, the City entered into a 7 year contract with Lemay from 1/1/10 to 12/31/16 that authorizes a variety of elements as it relates to garbage collection and associated rates (please note that this contract has a 5 year auto renewal at the end of the term if notice is not provided at least 180 days prior to the expiration of the term). Additionally, the City authorized the settlement agreement regarding the back utility tax dollars that allow recapturing the lost revenue over the next two years.

The bottom line is that our fiscal options are very limited. I have already expressed concern with the language provided in the draft Section I subparagraph M as well as in Section II.B, which I am sure Mr. Glenn will address. At this time, we need to be very cognizant of the language presented in the rate resolution when formalized.

Staff Recommendation:

None at this time.

Action Requested:

Please identify any concerns you may have.



HAROLD LEMAY ENTERPRISES, INC.

4201 Olympic Hwy, Aberdeen, WA 98520

Phone 360-533-1251

October 12, 2013

Mayor and Council Members
City of McCleary
100 South 3rd Street
McCleary, WA 98557

Re: Contract for Garbage, Recyclables and Yard Waste Collection, Annual Increase

Dear Mayor Dent and Council Members,

The Company is requesting the garbage and recycling rates be increased effective January 1, 2014 pursuant to item 32 of the Garbage and Curbside Recycling Contract.

The Consumer Price Index for one year ending June 2013 has increased 1.43%. The contract allows 80% of the CPI for a 1.14% increase in the existing rates and the pass through of any disposal increase.

CPI adjustments for operations and disposal require the County to increase the disposal fee at the Central Transfer Station effective January 1, 2014. The disposal fee will increase by \$0.75 a ton. The current rate of \$93.25 per ton will change to \$94.00 per ton.

If you have any questions or would like to discuss the calculations, we would be happy to meet at your convenience. I can be reached at (360) 533-8294 or PaulDi@WasteConnections.com . It's always a pleasure working with you.

Your consideration is appreciated.

Sincerely,

Paul Dionne
Manager

Cc: Jeff Harwood, Brian Brookes, Tom Rupert
Wendy Collins, Clerk-Treasurer

EXHIBIT A
CITY OF McCLEARY
RATES EFFECTIVE 01/01/2014

RESOLUTION NO. _____

AS AMENDED _____

**A RESOLUTION RELATING TO PUBLIC
SERVICES; ESTABLISHING AND CONFIRMING
FEES; AND PROVIDING FOR EFFECTIVE DATES.**

RECITALS

1. Pursuant to Resolution _____, the Council and Mayor set forth fees to be charged for specified City provided services and provided for certain mechanisms in relation to the adjustment thereof. The fees were set after analysis by the Mayor and Council, after receiving the advice of LeMay, Inc., and City staff, as to the minimum levels necessary to adequately maintain and provide funding for the various services involved.

2. The necessity of the continued collection of the authorized levels of fees and the mechanisms for their adjustment has been confirmed by the Mayor and Council.

3. Pursuant to review of the provisions of

Resolution _____ carried out by Staff of the City and LeMay, modification in certain areas have been determined to be necessary to reflect a number of factors, including the decision of the City to cease the provision of billing services. Thus, it is found to be appropriate to incorporate those changes in this resolution.

4. It is the intention of the Mayor and Council, in the adoption of this resolution, to achieve the continuing goal of providing the citizens adequate service and protecting the health and safety of the Citizens through continuation of a program of mandatory solid waste disposal.

5. While only certain areas are changed, it is found be in the interest of operational efficiency and ease of reference to adopt the entirety of the schedule and repeal the existing resolution.

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

SECTION I: Commencing upon the dates set forth in Section II and continuing thereafter until changed as provided therein, the provision of solid waste service within the

corporate limit shall be carried out pursuant to the terms, conditions, and rates set forth as follows:

<u>Item I.</u>		Current	Proposed
<u>Residential Service</u>		Rate	Rate
	65/30 Gallon Monthly	\$ 10.23	\$ 10.93
	65 Gallon Monthly	\$ 14.01	\$ 14.98
	65 Gallon EOW	\$ 19.37	\$ 20.73
	65 Gallon Weekly	\$ 29.81	\$ 31.93
	Additional 65 Gallon (each)	\$ 8.95	\$ 9.58
	90 Gallon Monthly	\$ 15.82	\$ 16.93
	90 Gallon EOW	\$ 26.52	\$ 28.39
	90 Gallon Weekly	\$ 38.21	\$ 40.94
	Additional 95 Gallon (each)	\$ 12.74	\$ 13.63
	Return Trip	\$ 12.98	\$ 13.85
	Extra Unit [can, bag, box] (30 Gallon)	\$ 4.14	\$ 4.43

<u>Item II.</u>			
<u>Commercial Cart Service</u>			
	65 Gallon EOW	\$ 19.37	\$ 20.73
	65 Gallon Weekly	\$ 29.81	\$ 31.93
	90 Gallon EOW	\$ 26.52	\$ 28.39
	90 Gallon Weekly	\$ 38.21	\$ 40.94
	Return Trip	\$ 12.98	\$ 13.85
	Extra Unit [can, bag, box] (30 Gallon)	\$ 4.14	\$ 4.43
	Cart roll out charge each 5 to 25 ft	\$ 2.39	\$ 2.55
	For each added 25 ft	\$ 1.51	\$ 1.61

<u>Item III.</u>			
<u>Permanent Commercial Container Service</u>			
	1 cubic yard box		
	One pickup per week	\$ 86.17	\$ 92.27
	Each additional dump per week	\$ 73.40	\$ 78.65
	Special or Additional pickup each	\$ 27.73	\$ 29.66
	1.5 cubic yard box		
	One pickup per week	\$ 132.90	\$ 142.30
	Each additional dump per week	\$ 116.74	\$ 125.06
	Special or Additional pickup each	\$ 39.37	\$ 42.12

2 cubic yard box		
One pickup per week	\$ 170.29	\$ 182.36
Each additional dump per week	\$ 143.80	\$ 154.09
Special or Additional pickup each	\$ 50.70	\$ 54.25

3 cubic yard box		
One pickup per week	\$ 224.03	\$ 240.04
Each additional dump per week	\$ 195.80	\$ 209.91
Special or Additional pickup each	\$ 68.20	\$ 73.00

4 cubic yard box		
One pickup per week	\$ 299.99	\$ 321.41
Each additional dump per week	\$ 269.26	\$ 288.63
Special or Additional pickup each	\$ 89.92	\$ 96.25

6 cubic yard box		
One pickup per week	\$ 440.41	\$ 471.90
Each additional dump per week	\$ 398.54	\$ 427.22
Special or Additional pickup each	\$ 117.41	\$ 125.74

8 cubic yard box		
One pickup per week		\$ 629.21
Each additional dump per week		\$ 569.64
Special or Additional pickup each		\$ 167.65

Temporary Commercial Container Service

1 yard temporary service		
Delivery	\$ 18.75	\$ 20.01
Rent per day	\$ 0.54	\$ 0.58
Each pickup	\$ 22.11	\$ 23.66

1.5 yard temporary service		
Delivery	\$ 18.75	\$ 20.01
Rent	\$ 0.54	\$ 0.58
Each pickup	\$ 28.97	\$ 31.03

2 yard temporary service		
Delivery	\$ 18.75	\$ 20.01
Rent	\$ 0.54	\$ 0.58
Each pickup	\$ 36.46	\$ 39.06

3 yard temporary service		
Delivery		\$ 24.05
Rent		\$ 0.91
Each pickup		\$ 73.00

4 yard temporary service		
Delivery		\$ 24.05
Rent		\$ 1.07
Each pickup		\$ 96.25
6 yard temporary service		
Delivery		\$ 27.05
Rent		\$ 1.63
Each pickup		\$ 125.74
8 yard temporary service		
Delivery		\$ 27.05
Rent		\$ 1.90
Each pickup		\$ 167.65
Access Fee Weekly (Monthly Charge)		\$ 8.66
Access Fee EOW (Monthly Charge)		\$ 4.33
Access Fee 2x Weekly (Monthly Charge)		\$ 17.32
Lock Fee (each)		\$ 5.00
Cable Fee (each)		\$ 10.00
Return Trips, Containers		\$ 27.30
Addt'l Yard (1 to 4 cubic Yards)	\$ 22.01	\$ 23.56
Additional Yard > 4 Yards	\$ 15.78	\$ 16.91

Item IV.

Permanent Drop Box

10/20 cubic yard drop box		
First haul each month	\$ 214.19	\$ 228.55
Each additional haul	\$ 136.29	\$ 145.42
30 cubic yard drop box		
First haul each month	\$ 245.35	\$ 261.80
Each additional haul	\$ 151.87	\$ 162.05
40 cubic yard drop box		
First haul each month	\$ 266.13	\$ 283.97
Each additional haul	\$ 173.68	\$ 185.32

Temporary Drop Box

10/20 cubic yard drop box		
Delivery	\$ 135.25	\$ 144.31
Rent per day	\$ 4.93	\$ 5.26
Each pickup	\$ 139.40	\$ 148.75

30 cubic yard drop box		
Delivery	\$ 135.25	\$ 144.31
Rent per day	\$ 5.97	\$ 6.37
Each pickup	\$ 161.22	\$ 172.02

40 cubic yard drop box		
Delivery	\$ 135.25	\$ 144.31
Rent per day	\$ 6.75	\$ 7.20
Each pickup	\$ 191.34	\$ 204.16

Customer owned compactor

20 cubic yard compactor drop box		
Each scheduled pickup	\$ 198.61	\$ 211.92

30 cubic yard compactor drop box		
Each scheduled pickup	\$ 209.00	\$ 223.01

40 cubic yard compactor drop box		
Each scheduled pickup	\$ 234.97	\$ 250.72

Drop box lids per month	\$ 12.47	\$ 13.30
Disposal rate per ton	\$ 93.25	\$ 94.00

ITEM V.

Miscellaneous

Small Appliances, Furniture, etc		\$ 26.22
Large Appliances, Refrigerators, Freezers		\$ 60.94
Special haul rate packer-load & travel time	\$ 49.97	\$ 53.32

M. In addition to the sums stated by the prior paragraphs, there shall be an additional \$1.75 per customer per month added to the basic collection charge by and as costs of the City's billing and collection, including enforcement actions, to the extent and in the manner allowed by law, undertaken by the City to assure compliance with the mandatory solid waste disposal provisions of the City code. This charge shall be assessed as against each bill for

service rendered. Additionally, state-imposed or city-imposed excise tax shall be added to the extent and in the manner provided by law.

SECTION II: INTERPRETATION

A. The rates established by Section I shall be effective as of the 1st day of January, 2014.

B. The annual adjustment provided for therein shall be implemented as provided. Rates set by the CITY OF McCLEARY/HAROLD Lemay ENTERPRISES, INC. CONTRACT FOR GARBAGE, RECYCLABLES AND YARD WASTE COLLECTION; Section 32, Rates and Rate Adjustments Items A. and B.

C. As of the date of the adoption of this resolution, Resolution ____ shall be deemed repealed, superseded and of no further effect, but such repeal and supersession shall not effect the any obligation of a customer arising from services delivered under the provision of any prior resolution or enactment, including Resolution 614.

PASSED THIS _____ DAY OF _____, 2013, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2013.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

McCleary Rate Worksheet

Current Gate Rate \$ 93.25
 New Gate Rate \$ 94.00
 Gate Rate Increase \$ 0.75
 Per Pound Increase 0.0004

CPI 1.43%
 City % of CPI 80%
 Adjusted CPI 0.0114

Item I. Residential Service	Pounds	Adjustments				Proposed Rate	Summary	
		Current Rate	CPI	Disposal	Other Adj		Total Adj	Delta %
65/30 Gallon Monthly	32.00	\$ 10.23	\$ 0.12	\$ 0.01	\$ 0.57	\$ 10.93	\$ 0.70	6.40%
65 Gallon Monthly	64.00	\$ 14.01	\$ 0.16	\$ 0.03	\$ 0.78	\$ 14.98	\$ 0.97	6.45%
65 Gallon EOW	139.00	\$ 19.37	\$ 0.22	\$ 0.06	\$ 1.08	\$ 20.73	\$ 1.36	6.55%
65 Gallon Weekly	277.00	\$ 29.81	\$ 0.34	\$ 0.11	\$ 1.66	\$ 31.93	\$ 2.12	6.62%
Additional 65 Gallon (each)	64.00	\$ 8.95	\$ 0.10	\$ 0.03	\$ 0.50	\$ 9.58	\$ 0.63	6.55%
90 Gallon Monthly	96.00	\$ 15.82	\$ 0.18	\$ 0.04	\$ 0.88	\$ 16.93	\$ 1.10	6.51%
90 Gallon EOW	208.00	\$ 26.52	\$ 0.30	\$ 0.08	\$ 1.48	\$ 28.39	\$ 1.87	6.57%
90 Gallon Weekly	416.00	\$ 38.21	\$ 0.44	\$ 0.17	\$ 2.13	\$ 40.94	\$ 2.74	6.68%
Additional 95 Gallon (each)	96.00	\$ 12.74	\$ 0.15	\$ 0.04	\$ 0.71	\$ 13.63	\$ 0.89	6.56%
Return Trip		\$ 12.98	\$ 0.15		\$ 0.72	\$ 13.85	\$ 0.87	6.28%
Extra Unit [can, bag, box] (30 Gallon)	32.00	\$ 4.14	\$ 0.05	\$ 0.01	\$ 0.23	\$ 4.43	\$ 0.29	6.57%
Item II.								
Commercial Cart Service								
65 Gallon EOW	139.00	\$ 19.37	\$ 0.22	\$ 0.06	\$ 1.08	\$ 20.73	\$ 1.36	6.55%
65 Gallon Weekly	277.00	\$ 29.81	\$ 0.34	\$ 0.11	\$ 1.66	\$ 31.93	\$ 2.12	6.62%
90 Gallon EOW	208.00	\$ 26.52	\$ 0.30	\$ 0.08	\$ 1.48	\$ 28.39	\$ 1.87	6.57%
90 Gallon Weekly	416.00	\$ 38.21	\$ 0.44	\$ 0.17	\$ 2.13	\$ 40.94	\$ 2.74	6.68%
Return Trip		\$ 12.98	\$ 0.15		\$ 0.72	\$ 13.85	\$ 0.87	6.28%
Extra Unit [can, bag, box] (30 Gallon)	32.00	\$ 4.14	\$ 0.05	\$ 0.01	\$ 0.23	\$ 4.43	\$ 0.29	6.57%
Cart roll out charge each 5 to 25 ft		\$ 2.39	\$ 0.03		\$ 0.13	\$ 2.55	\$ 0.16	6.28%
For each added 25 ft		\$ 1.51	\$ 0.02		\$ 0.08	\$ 1.61	\$ 0.10	6.28%
Item III.								
Permanent Commercial Container Service								
1 cubic yard box								
One pickup per week	780.00	\$ 86.17	\$ 0.98	\$ 0.31	\$ 4.81	\$ 92.27	\$ 6.10	6.62%
Each additional dump per week	780.00	\$ 73.40	\$ 0.84	\$ 0.31	\$ 4.10	\$ 78.65	\$ 5.25	6.67%
Special or Additional pickup each	180.00	\$ 27.73	\$ 0.32	\$ 0.07	\$ 1.55	\$ 29.66	\$ 1.93	6.52%
1.5 cubic yard box								
One pickup per week	1,170.00	\$ 132.90	\$ 1.52	\$ 0.47	\$ 7.42	\$ 142.30	\$ 9.40	6.61%
Each additional dump per week	1,170.00	\$ 116.74	\$ 1.33	\$ 0.47	\$ 6.52	\$ 125.06	\$ 8.32	6.65%
Special or Additional pickup each	270.00	\$ 39.37	\$ 0.45	\$ 0.11	\$ 2.20	\$ 42.12	\$ 2.75	6.54%
2 cubic yard box								
One pickup per week	1,560.00	\$ 170.29	\$ 1.94	\$ 0.62	\$ 9.51	\$ 182.36	\$ 12.07	6.62%
Each additional dump per week	1,560.00	\$ 143.80	\$ 1.64	\$ 0.62	\$ 8.03	\$ 154.09	\$ 10.30	6.68%
Special or Additional pickup each	360.00	\$ 50.70	\$ 0.58	\$ 0.14	\$ 2.83	\$ 54.25	\$ 3.55	6.54%
3 cubic yard box								
One pickup per week	2,340.00	\$ 224.03	\$ 2.55	\$ 0.94	\$ 12.51	\$ 240.04	\$ 16.00	6.67%
Each additional dump per week	2,340.00	\$ 195.80	\$ 2.23	\$ 0.94	\$ 10.94	\$ 209.91	\$ 14.11	6.72%
Special or Additional pickup each	540.00	\$ 68.20	\$ 0.78	\$ 0.22	\$ 3.81	\$ 73.00	\$ 4.80	6.57%
4 cubic yard box								
One pickup per week	3,120.00	\$ 299.99	\$ 3.42	\$ 1.25	\$ 16.76	\$ 321.41	\$ 21.42	6.67%
Each additional dump per week	3,120.00	\$ 269.26	\$ 3.07	\$ 1.25	\$ 15.05	\$ 288.63	\$ 19.36	6.71%
Special or Additional pickup each	720.00	\$ 89.92	\$ 1.03	\$ 0.29	\$ 5.02	\$ 96.25	\$ 6.33	6.58%
6 cubic yard box								
One pickup per week	4,680.00	\$ 440.41	\$ 5.02	\$ 1.87	\$ 24.60	\$ 471.90	\$ 31.49	6.67%
Each additional dump per week	4,680.00	\$ 398.54	\$ 4.54	\$ 1.87	\$ 22.27	\$ 427.22	\$ 28.69	6.71%
Special or Additional pickup each	1,080.00	\$ 117.41	\$ 1.34	\$ 0.43	\$ 6.56	\$ 125.74	\$ 8.33	6.62%
8 cubic yard box								

One pickup per week	6,240.00					\$ 629.21	\$ -	0.00%
Each additional dump per week	6,240.00					\$ 569.64	\$ -	0.00%
Special or Additional pickup each	1,440.00					\$ 167.65	\$ -	0.00%

Temporary Commercial Container Service

1 yard temporary service								
Delivery		\$ 18.75	\$ 0.21		\$ 1.04	\$ 20.01	\$ 1.26	6.28%
Rent per day		\$ 0.54	\$ 0.01		\$ 0.03	\$ 0.58	\$ 0.04	6.28%
Each pickup	180.00	\$ 22.11	\$ 0.25	\$ 0.07	\$ 1.23	\$ 23.66	\$ 1.56	6.58%

1.5 yard temporary service								
Delivery		\$ 18.75	\$ 0.21		\$ 1.04	\$ 20.01	\$ 1.26	6.28%
Rent		\$ 0.54	\$ 0.01		\$ 0.03	\$ 0.58	\$ 0.04	6.28%
Each pickup	270.00	\$ 28.97	\$ 0.33	\$ 0.11	\$ 1.62	\$ 31.03	\$ 2.06	6.63%

2 yard temporary service								
Delivery		\$ 18.75	\$ 0.21		\$ 1.04	\$ 20.01	\$ 1.26	6.28%
Rent		\$ 0.54	\$ 0.01		\$ 0.03	\$ 0.58	\$ 0.04	6.28%
Each pickup	360.00	\$ 36.46	\$ 0.42	\$ 0.14	\$ 2.04	\$ 39.06	\$ 2.60	6.65%

3 yard temporary service								
Delivery						\$ 24.05	\$ -	0.00%
Rent						\$ 0.91	\$ -	0.00%
Each pickup	540.00					\$ 73.00	\$ -	0.00%

4 yard temporary service								
Delivery						\$ 24.05	\$ -	0.00%
Rent						\$ 1.07	\$ -	0.00%
Each pickup	720.00					\$ 96.25	\$ -	0.00%

6 yard temporary service								
Delivery						\$ 27.05	\$ -	0.00%
Rent						\$ 1.63	\$ -	0.00%
Each pickup	1,080.00					\$ 125.74	\$ -	0.00%

8 yard temporary service								
Delivery						\$ 27.05	\$ -	0.00%
Rent						\$ 1.90	\$ -	0.00%
Each pickup	1,440.00					\$ 167.65	\$ -	0.00%

Access Fee Weekly (Monthly Charge)						\$ 8.66	\$ -	0.00%
Access Fee EOW (Monthly Charge)						\$ 4.33	\$ -	0.00%
Access Fee 2x Weekly (Monthly Charge)						\$ 17.32	\$ -	0.00%
Lock Fee (each)						\$ 5.00	\$ -	0.00%
Cable Fee (each)						\$ 10.00	\$ -	0.00%
Return Trips, Containers						\$ 27.30	\$ -	0.00%

Add'l Yard (1 to 4 cubic Yards)	180.00	\$ 22.01	\$ 0.25	\$ 0.07	\$ 1.23	\$ 23.56	\$ 1.55	6.58%
Additional Yard > 4 Yards	180.00	\$ 15.78	\$ 0.18	\$ 0.07	\$ 0.88	\$ 16.91	\$ 1.13	6.70%

Item IV.

Permanent Drop Box

10/20 cubic yard drop box								
First haul each month		\$ 214.19	\$ 2.44		\$ 11.91	\$ 228.55	\$ 14.36	6.28%
Each additional haul		\$ 136.29	\$ 1.55		\$ 7.58	\$ 145.42	\$ 9.13	6.28%

30 cubic yard drop box								
First haul each month		\$ 245.35	\$ 2.80		\$ 13.65	\$ 261.80	\$ 16.45	6.28%
Each additional haul		\$ 151.87	\$ 1.73		\$ 8.45	\$ 162.05	\$ 10.18	6.28%

40 cubic yard drop box								
First haul each month		\$ 266.13	\$ 3.03		\$ 14.80	\$ 283.97	\$ 17.84	6.28%
Each additional haul		\$ 173.68	\$ 1.98		\$ 9.66	\$ 185.32	\$ 11.64	6.28%

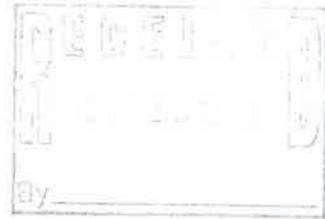
Temporary Drop Box

10/20 cubic yard drop box								
Delivery		\$ 135.25	\$ 1.54		\$ 7.52	\$ 144.31	\$ 9.07	6.28%
Rent per day		\$ 4.93	\$ 0.06		\$ 0.27	\$ 5.26	\$ 0.33	6.28%
Each pickup		\$ 139.40	\$ 1.59		\$ 7.75	\$ 148.75	\$ 9.34	6.28%

30 cubic yard drop box								
Delivery		\$ 135.25	\$ 1.54		\$ 7.52	\$ 144.31	\$ 9.07	6.28%

Rent per day	\$ 5.97	\$ 0.07	\$ 0.33	\$ 6.37	\$ 0.40	6.28%
Each pickup	\$ 161.22	\$ 1.84	\$ 8.97	\$ 172.02	\$ 10.81	6.28%
40 cubic yard drop box						
Delivery	\$ 135.25	\$ 1.54	\$ 7.52	\$ 144.31	\$ 9.07	6.28%
Rent per day	\$ 6.75	\$ 0.08	\$ 0.38	\$ 7.20	\$ 0.45	6.28%
Each pickup	\$ 191.34	\$ 2.18	\$ 10.64	\$ 204.16	\$ 12.82	6.28%
<u>Customer owned compactor</u>						
20 cubic yard compactor drop box						
Each scheduled pickup	\$ 198.61	\$ 2.26	\$ 11.05	\$ 211.92	\$ 13.31	6.28%
30 cubic yard compactor drop box						
Each scheduled pickup	\$ 209.00	\$ 2.38	\$ 11.63	\$ 223.01	\$ 14.01	6.28%
40 cubic yard compactor drop box						
Each scheduled pickup	\$ 234.97	\$ 2.68	\$ 13.07	\$ 250.72	\$ 15.75	6.28%
Drop box lids per month	\$ 12.47	\$ 0.14	\$ 0.69	\$ 13.30	\$ 0.84	6.28%
Disposal rate per ton	\$ 93.25	\$ 0.75		\$ 94.00	\$ 0.75	0.80%
ITEM V.						
<u>Miscellaneous</u>						
Small Appliances, Furniture, etc				\$ 26.22	\$ -	0.00%
Large Appliances, Refrigerators, Freezers				\$ 60.94	\$ -	0.00%
Special haul rate packer-load & travel time	\$ 49.97	\$ 0.57	\$ 2.78	\$ 53.32	\$ 3.35	6.28%

COASTAL COMMUNITY ACTION PROGRAM



October 9, 2013

Dear LIHEAP Vendor:

Enclosed please find the Vendor Agreement for the Low-Income Home Heating Assistance Program. Please sign and return to us.

If you have any questions, please call Vicki Pettit, Debbie Evans or Debbie Gregg at 360-533-5100 or 800-828-4883.

Thank you for helping CCAP assist households in Grays Harbor and Pacific Counties.

Sincerely,

Debbie Evans
Office Coordinator
360-500-4528
117 E Third St
Aberdeen, WA 98520

117 East Third • Aberdeen, Washington 98520
Phone 360-533-5100 • Clients Call 1-800-828-4883 • FAX 360-532-4623

Member Washington State Association of Community Action Agencies

"We Deliver More than Promises"

LOW-INCOME HOME HEATING ENERGY VENDOR AGREEMENT

OCTOBER 1, 2013 – SEPTEMBER 30, 2014 PROGRAM YEAR

This agreement, dated as of October 9, 2013, is entered into by and between Coastal Community Action Program, (Agency), and City of McCreary a supplier of home heating energy, (Vendor).

PURPOSE

Funding for Low-Income Home Energy Assistance Program (LIHEAP) payments is governed by Federal Law 42 U.S.C. 8624: Low-Income Home Energy Assistance Act of 1981, and subsequent amendments. This act requires that certain assurances be satisfied before energy assistance payments are made, on behalf of eligible individuals, to suppliers of home heating energy. This agreement defines the conditions that the Energy Vendor must agree to so that the Agency can make energy assistance payments to the Energy Vendor on behalf of eligible households.

Agency Responsibilities

The agency shall:

1. Accept and review client applications and determine eligibility of households for LIHEAP payments.
2. Follow procedures that minimize the time elapsing between the receipt of LIHEAP funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households between October 1 and August 31 of the program year for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of LIHEAP funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's energy usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

Energy Vendor Responsibilities

The Energy Vendor shall:

1. Immediately apply the benefit payment to customer's current/ past due bill, deposit/ reconnect requirements, or delivery of fuel to eliminate the amount owed by the customer for a period determined by the amount of the benefit, or;
2. Apportion the LIHEAP over several billing periods to reduce the amount owed by the customer until the benefit is exhausted, or;
3. Establish a line of credit for the customer to be used at the discretion of the customer until the benefit is exhausted.
4. Notify the customer of the amount of benefit payment applied to the customer's billing.
5. Keep customer records confidential.
6. Maintain records for four years from the date of this agreement, or longer if the energy vendor is notified that a fiscal audit for a specific program year is unresolved.
7. Not treat adversely, or discriminate against any household that receives LIHEAP payments, either in the cost of the goods supplied or the services provided.
8. Upon request of the agency, provide eligible customer's energy consumption history for the sole purpose of determining customer benefit.
9. Comply with the provisions of the State law regarding winter disconnects and pertinent provisions of the Washington Administrative Code related to the winter moratorium, if governed by that ruling.
10. Make records available for review by authorized staff of the agency and Washington State Department of COMMERCE) and the U.S. Department of Health and Human Services.

Required records for audit purposes.

The vendor will keep records showing the following:

1. name and address of households who received LIHEAP payments.
2. amount of assistance accrued to each household.
3. source of payment, (Energy Assistance, Project Help, Warm Heart, etc).
4. amount of the household's credit balance when the benefit payment establishes a line of credit. This credit balance also needs to show on all customer billing documents.

Credit Balances

In the event that a customer has a credit balance and no longer needs service from the energy vendor, the vendor shall:

1. Forward a check in the amount of any remaining credit balance directly to the customer, or, if directed by the customer, forward a two-party check for this balance to the customer in the customer's name and the name of the new home heating energy vendor.
2. If the customer dies leaving a credit balance resulting from a LIHEAP payment, the remaining credit becomes part of the customer's estate.

3. The energy vendor shall dispose of all unclaimed credit balances according to customary procedures or applicable Washington State law.

Other Provisions:

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If LIHEAP funding is withdrawn, reduced, or eliminated by COMMERCE, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency	Vendor
Signature	Signature
Vicki Pettit	
Printed Name	Printed Name
_Manager	
Title	Title
Coastal Community Action Program	City of Mccleary
Name of Company	Name of Company
10/9/2013	
Date	Date



2014 Service Agreement

327 E Pacific - Spokane, WA 99202 - 888.534.2427

To: City Of McCleary 100 South 3rd Sreet McCleary, WA 98557	Service Agreement Period: 01/01/2014 To: 12/31/2014 Due: 01/25/2014
---	--

MODULES	MODULE BASIS	SERVICE FEE
BIAS GL/Budgeting/AP/Reporting	7,250.00	1,087.50
Purchase Orders	3,625.00	543.75
Utility Billing	7,250.00	1,087.50
Advanced Payroll	9,062.50	1,359.38
Accounts Receivable	7,250.00	1,087.50
Building Permits	7,250.00	1,087.50
Project Management	3,625.00	543.75
	45,312.50	6,796.88

INTERFACES	MODULE BASIS	SERVICE FEE
Utility Reader Interface	2,500.00	375.00
	2,500.00	375.00

SERVICES	QUANTITY	RATE	TOTAL
Backup Services	1.00	600.00	600.00
			600.00

Service Agreement Due:	7,771.88
Tax @ 8.7%:	676.15
Total:	8,448.03

Please contact mark@biassoftware.com with any questions.

----- Please return coupon with payment -----

City Of McCleary
 100 South 3rd Sreet
 McCleary, WA 98557

INVOICE

Date	Due
11/04/2013	01/25/2014

BIAS Software
 327 E Pacific
 Spokane, WA 99202

Amount Due	Amt Enclosed
8,448.03	



2014 Software Service Agreement

Vendor: BIAS Software

Entity: City Of McCleary

For service and support of licensed BIAS Software programs in 2014, the Client agrees to the following terms that are in force **upon return of signed Agreement**.

1. **Term/Fee/Conditions**. This Agreement covers the period from 01/01/2014 through 12/31/2014. All purchased modules must be covered by the Agreement.

3 Types of Customer Price Categories

BIAS Software: Purchased. The 2014 Software Service Agreement fee is determined by the list price of the purchased modules and interfaces in use in 2014, multiplied by the current support rate of 15%.

BIAS Software: Monthly Lease. The 2014 Software Service Agreement fee for the contract period is covered by the monthly lease payments.

Fire Admin Software. The 2014 Software Service Agreement fee for the contract period is based upon purchased Fire Admin Modules. See Annual Invoice Voucher for details.

2. **Support Services**. Basic support services provided by the Vendor shall consist of the following:
 - a. **Unlimited Remote Support Services.** BIAS Software will provide a toll-free number and remote access software for Client use to contact any BIAS-trained operator during normal business hours (8:00 am – 5:30 pm PST), excluding major national holidays.
 - b. **Internet Connection.** The Client must provide and maintain a reliable Internet connection to allow BIAS means to properly diagnose Operator questions, to allow Client to download updates from the BIAS website and transfer required files. On-site visits required for problem resolution, due to a lack of Internet connection, will be subject to charges as listed in the **Fees and Expenses** section.

327 E Pacific | Spokane, WA 99202 | 888.534.2427

- c. **Error Corrections.** BIAS agrees to use all diligent effort to correct verifiable and reproducible errors within a reasonable time period, after being reported to BIAS. The correction will be considered 'fixed' when the Application functions as intended.
 - d. **State and Federal Regulations.** BIAS will provide updates required to conform to State and Federal regulations, including current tax tables, W2, and 1099 forms. Programming required to conform to local government ordinances will be subject to additional charges.
 - e. **Program Updates.** As part of this agreement, the Client will have access to the BIAS website for periodic software updates. The Client is responsible for keeping their BIAS applications up-to-date. Updates are identified in the digits to the right of the decimal point (0.XX).
3. **Exceptions** – the following services and issues are **not** covered by or included in the Service Agreement:
- a. **Significant Program Upgrades.** Significant program upgrades are identified by version numbering changes in digits to the left of the decimal point (X.00). These upgrades, due to their complexity, are subject to additional fees.
 - b. **New Products.** New module releases along with the associated training and implementation costs.
 - c. **Misuse.** Service or support required resulting from deliberate misuse of licensed modules.
 - d. **On-Site Services.** On-site support and training will be charged at the current fee schedule, if required. Please refer to **Section 7**.
 - e. **Balanced Books.** On-site or off-site services for balancing Client books are outside this agreement and subject to our standard Fee Schedule.
 - f. **Key Personnel Replacement and "New User Training".** Qualified training for new users is very important. BIAS Software will require "New User Training" in key positions including Finance Directors, Utility Billing Clerks and Payroll Clerks. Clients with excessive turnover will also be required to receive additional training. Please see the **Fees and Expenses** section for "new user training" options.

- g. Extended or Emergency Technical Support.** BIAS Software will charge standard Professional Service rates when the Client is not properly staffed or trained and must complete time-consuming support issues such as payroll or utility billing.
 - h. Third-Party Hardware or Software.** BIAS Software is not responsible for supporting or maintaining any software or hardware not supplied by the Vendor. BIAS Software does not guarantee compatibility with printers, hardware or third-party software.
 - i. Data Integrity.** Power outages, surges, spikes, brownouts and other changes in the electrical current may corrupt and damage data. BIAS Software assumes no liability for any data corruption or loss due to inadequate protection, lack of data backups, or computer system malfunctions.
 - j. Security of Financial Information.** It is understood that the security of financial information stored within the Bars Integrated Accounting System, (BIAS,) (Hereinafter referred to as the "Program,) or generated by the Program and stored in an electronic or paper format, is the sole responsibility of the Client and its related entities and affiliates. BIAS Software or its assignees shall not be held responsible for the theft, misappropriation, loss, or misuse of personal or entity related financial information, utility billing records, or any other financial information stored in Client controlled electronic media or physical storage locations. Client acknowledges that Client is solely responsible for the Client's security procedures, including but not limited to password security, encryption of sensitive information, background checks, proper handling of payroll ACH files, physical custody of cash, internal audit procedures and processes, annual reporting, and proper training in security and backup procedures. In addition, the Client and its related entities and affiliates agree to indemnify and hold harmless BIAS Software or its assignees from all costs, damages, expenses, and attorneys' fees incurred in an event of any security breach, theft, misappropriation, loss, misuse of personal or entity related financial information, or other related incident.
- 4. Custom Modifications.** Custom modification requests will be considered. A quote for programming and training for these modifications will be provided to the Client. BIAS Software will make a reasonable and good faith effort to comply with such requests but shall retain sole discretion to decide whether and when such services can be provided.
- 5. Cooperation of Client.** The Client agrees to promptly notify BIAS following the discovery of any error(s). Upon discovery of an error(s), the Client agrees, if requested, to submit
-

application data to aid in the diagnosis and correction of the error(s). BIAS Software shall treat all Client data as confidential.

6. **Fees and Expenses.** Licensee agrees to pay incurred fees for those items and/or services excluded from the Service Agreement when services are rendered and the expenses invoiced.

a. **Fee Schedule – Subscriber Services**

- **Professional Services** for Clients with a signed 2014 Software Service Agreement:

- ❖ \$47.50 per hour for Bookkeeping Services
- ❖ \$105 per hour for Accounting Services
- ❖ \$190 per hour for Programming

b. **Fee Schedule – Non-Subscriber Services**

- **Professional Services** for Clients without a signed 2014 Software Service Agreement:

- ❖ \$210 - \$300 per hour, (with a minimum cost of \$210 per incident), plus 50% of the proposed 2014 Software Service Agreement fee.
- ❖ Any previous gap(s) in Annual Service Agreement purchases must be paid to receive updates and the option to purchase future annual Service Agreements.

- c. **“New User Training”** BIAS has two options for “New User Training”.

Option 1 - \$895 (\$495 1-2 Modules) includes:

- I. New User Processing Guides.
- II. Training Video Library.
- III. Assist in accounting activities twice.
- IV. 6 Months “New User Support.”

Option 2 - \$1,595 includes:

- I. All features in **Option 1**.
- II. 1 Full Day of training at the Client’s site, including all out-of-pocket expenses.

7. **On-Site Services.** In addition to the Professional Services fees mentioned in Section 6, services at the Client's site will be subject to the following charges:
- Travel by Car** - Federal mileage reimbursement rate (Currently 56.5 cents/mile).
 - Travel by Air** – Costs as incurred.
 - Lodging** – Costs as incurred.
 - Per Diem** – Based on Federal Per Diem Rates for the Client's locale.
8. **Exceptions to Charges for On-Site Services.** If on-site services are required, there is no charge for technical support provided the following conditions are met:
- The 2014 Software Service Agreement is paid in full.
 - It is determined the Software caused the error.
 - The Operator was adequately trained by BIAS.
9. **Billing.** All Client invoices, for products or service, are due upon receipt. They are past due 30 days after the invoice date. BIAS may, at its option, charge all invoices 30 days past due and older an interest rate of one and one-half percent (1½%) per month (18% per Annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became past due. Invoices sixty (60) days past due may be declared delinquent and BIAS may, at its option, put support services on hold. Accounts on hold may receive none of the support services listed in section 2 until all past due and delinquent invoices are paid in full.
10. **Use and Restrictions.** Vendor has sole and exclusive ownership of all right, title and interest in and to all error corrections, enhancements, upgrades and new products subject to the conditions of the License Agreement.
11. **Priority for Services:** Current agreement subscribers will receive priority over non-subscribers.
-



2014 Software Service Agreement

Sign and return this page only.

Your signature is deemed acceptance of the 2014 Service Agreement pages 1-5

Licensee

Entity: City Of McCleary

Signer: _____

Signature: _____

Title: _____

Date: _____

Licensor

BIAS Software
327 E Pacific
Spokane, WA 99202

Date:

BIAS President
Mark Felchlin

A handwritten signature in black ink, appearing to read "Mark Felchlin".

Fax to 888.228.0030 or mail to 327 E. Pacific, Spokane, WA 99202

327 E Pacific | Spokane, WA 99202 | 888.534.2427

Page 6 of 6



Grays Harbor Council of Governments

115 S. Wooding St.
Aberdeen, WA 98520

Voice
W. Cnty (360) 537-4386
E. Cnty (360) 482-1665
Internet Address
<http://www.ghcog.org>

MEMBER ENTITIES:

- City of Aberdeen
- City of Cosmopolis
- City of Elma
- City of Hoquiam
- City of McCleary
- City of Montesano
- City of Oakville
- City of Ocean Shores
- City of Westport
- Chehalis Tribe
- Quinalt Indian Nation
- Grays Harbor County
- Grays Harbor PUD #1
- Grays Harbor Transportation Authority
- Port of Grays Harbor
- Satsop Business Park
- Timberland Regional Library
- Columbia-Pacific RC&EDD

VICKI J. CUMMINGS
Executive Director

October 11, 2013

Wendy Collins
City of McCleary
100 South Third
McCleary, WA 98557

Dear Wendy:

Please find enclosed a copy of the Grays Harbor Council of Governments Preliminary Budget and Work Program for 2014. The Work Program outlines the tasks on which we will focus in the coming year.

On Page 1 of the document you will find the Allocated Dues for our members. The membership dues are calculated in accordance with the Council of Governments Bylaws, Section 3.4 Membership Fees, and approved annually via resolution.

Based upon our membership dues calculation, the Grays Harbor Council of Governments has budgeted for the City of McCleary at \$6,210.00 for 2014. This represents a 3% increase in dues, the last increase was 2013.

Thank you for your participation in the Council of Governments. We truly appreciate your membership and look forward to a strong working relationship in the coming year. If you have any questions or need more information, please contact me at your convenience.

Respectfully,

Vicki Cummings
Executive Director

Enclosure



GRAYS HARBOR COUNTY

STATE OF WASHINGTON

Ronald A. Strabbing, County Treasurer
Post Office Box 831
Montesano, Washington 98563
Phone (360) 249-3751 Fax (360) 249-5705

October 31, 2013

Attn: Wendy Collins
City of McCleary
100 S. Third St
McCleary, WA 98557

City of McCleary - Basic

Each January a new tax roll is created to levy the property taxes needed by each district. Once established, the tax roll becomes a living document. Adjustments are made to the amount of tax collectable on a daily basis. These changes are due to exemptions granted after levy certification, BOE decisions, destroyed property removals or other corrections. Often, the tax due is reduced below the amount of the original levy.

In 2013, the legislature changed the law affecting taxes that are either refunded and/or cancelled after the original levy was set. This new law allows districts to **levy a refund levy to recover taxes that were refunded and/or cancelled during the last twelve months**. The net refunds/cancellations for the year from Oct. 1, 2012 thru Sept. 30, 2013 that can be recovered through a refund levy in 2014 for the *District* *Levy* is shown in option (a) below.

Your legislative body is responsible for determining if they wish to levy all, part or none of these lost tax revenues.

Please select from one of the following options to (a) re-levy ALL net lost revenue, (b) re-levy PART of your net lost revenue or (c) re-levy NONE of lost revenue addition to your Levy Certification.

- (a) City of McCleary hereby certifies a/an Basic refund levy collectable in 2014 in the amount of \$1,193.94 to recover net refunds/cancellations.
- (b) City of McCleary hereby certifies a/an Basic refund levy collectable in 2014 of \$ _____ to recover a portion of the net refunds/cancellations reflected in (a) above.
- (c) City of McCleary hereby certifies that it does NOT WISH TO RE-LEVY ANY of the net refunds/cancellations reflected in (a) above during the 2014 tax year.

District Representative Signature

Date

District Representative Name & Title (Please Print)

Sincerely,

R. Strabbing
Grays Harbor County Treasurer

Please choose (a), (b) including amount, or (c) above; sign, date and return on or before November 30, 2013 to the

Grays Harbor County Assessor
100 W. Broadway, Suite 21
Montesano, WA 98563

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO THE
ESTABLISHMENT OF THE REGULAR TAX LEVY FOR
THE YEAR 2013 FOR COLLECTION IN THE YEAR
2014; MAKING FINDINGS; AND RESERVING
RIGHTS.**

R E C I T A L S:

1. The City Council of the City of McCleary has met and is considering its budget for the calendar year 2014.

2. At a public hearing the Mayor and the City Council provided the opportunity for the Citizens of the City to provide comment and ask questions on the elements of revenue projections and the ad valorem tax levy. Following that hearing, the Mayor and Council are going forward with the consideration of the City's budget for the 2014 calendar year

3. Based upon the information provided by the Office of the County Assessor, the City's actual annual ad valorem levy amount from the previous year was \$244,726.00. Further, that a 1% increase would equal \$2,447.00.

4. As to new construction valuation, the information from the Office of the County Assessor has not be provided. No property was shown as annexed during the period.

5. The City has a population of less than 10,000 citizens.

6. The City Council of the City of McCleary, following the required public hearing and after duly considering all relevant evidence and testimony presented, has determined the City of McCleary will exercise its authority to increase the regular tax levy by the authorized one percent.

7. The action carried forth by the Ordinance is based upon a Council finding there is a significant necessity for the property tax revenue to be increased in the next calendar year in order to meet the expenses and obligations of the City.

8. In adopting this ordinance, the City is relying upon the accuracy and completeness of the information provided to it by the Office of the County Assessor.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION I: The Council, as the governing body of the City of McCleary, does hereby authorize and direct an increase of one percent (1%) in the regular property tax levy for the levy to be collected in the year 2014. The dollar amount of the increase directed by this section over the actual levy amount from the previous year is estimated to be \$2,447.00, for an estimated levy in the amount of \$247,173.00, representing the percentage increase of one percent (1%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property, any annexations which have occurred, or any refunds made.

SECTION II: This ordinance is based upon the information from the appropriate County officials as to amounts and calculations, as well as advice from County officials that this ordinance can be amended to modify the tax rate established herein by adoption of an appropriate amendatory ordinance. The City specifically reserves the right to take such amendatory action up to and including the last day allowed.

SECTION III: Upon execution by the Mayor, a certified copy of this Ordinance shall be provided to the appropriate officials of the County so as to provide for appropriate assessment.

SECTION IV: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION V: This Ordinance shall take effect upon the fifth day following date of publication.

PASSED THIS _____DAY OF NOVEMBER, 2013, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of November, 2013.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance Number _____ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number _____, as it was published, is on file in the appropriate records of the City of McCleary.

WENDY COLLINS

SIGNED AND SWORN to before me this _____ day of _____, 2013, by WENDY COLLINS.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at:

My appointment expires: