McCleary City Council

AGENDA

April 24, 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)
Old Business:	Panic Alarm (Tab D) TCA Fire Station Agreement (Tab E)
New Business:	3rd Street Improvements Local Agency Agreement (Tab F) Bear Festival Requests (Tab G) Transformer Procurement (Tab H) Change Order No. 4 (Tab I)
Ordinances:	Professional Consultants – Fees (Tab J) Park & Cemetery Amendment (Tab K)
Resolutions:	Public Services (Tab L)

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

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

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, April 10, 2013

ROLL CALL AND FLAG SALUTE — Councilmen Catterlin, Lant, Reed, Ator and Schiller.

ABSENT — Mayor Dent was absent so Mayor Pro Tem Ben Ator Chaired the meeting.

STAFF PRESENT — Present at the meeting were Dan Glenn, Wendy Collins, Nick Bird, George Crumb, and Jon Hinton from Gray & Osborne

WILDCAT CREEK SCOUR REPAIR PROJECT — Scott Ireland, Project Engineer for WSDOT gave a presentation regarding the Wildcat Creek Scour Repair Project. He gave background history on the bridge and the type of repair they plan to make. The work area needed to perform the repair will be under 20,000 square feet.

PUBLIC COMMENT — Shanie Cohen, Bear Festival Trustee, asked the Council for permission to have a beer garden during Bear Festival and also is asking to have a petting zoo and pony rides. In addition, she asked for a vendor ordinance, requiring vendors to not be able to utilize vacant business lots to provide activities and not go through the Bear Festival vendor application process. The City already passed an ordinance last year addressing the issue and it will be enforced by the City's code enforcement process. Because the City has a "no-alcohol on City property" ordinance in place, the Bear Festival Committee will have to request in writing for a temporary suspension for alcohol use. Dan Glenn informed them they will need to put all their requests in writing and to be specific with the details and submit it to staff so it can be addressed by the City Council at the next meeting. All Ordinance changes must go through the vote of the Council.

Teresa Sanders asked what specifics for the beer garden are required that she needs to put in their letter and Councilman Lant reiterated in needs to be the requested dates, hours of operation, location, etc., for the event.

MINUTES APPROVED — **It was moved by Councilman Catterlin, seconded by Councilmen Schiller to approve the minutes from the March 27, 2013 meeting. Motion Carried 4-0.**

MAYOR'S COMMENTS — Mayor Dent called during the meeting and spoke on speaker phone to address Councilman Mike Lant's resignation. Councilman Lant, position #3, is moving to Las Vegas to enjoy retirement and warm weather. Mayor Dent wanted to thank him for his service to the Council and to the community.

CITY ATTORNEY REPORT — Mr. Glenn has provided a report for the Council and welcomes any questions. Dan Glenn informed the Council that the legislature is addressing the marijuana dispensary issue and may make some decisions that would override the City's moratorium stance.

DIRECTOR OF PUBLIC WORKS REPORT — Nick Bird attended the Council of Governments (COG) meeting on March 28th and was informed that the Statewide Transportation Program (STP) provided by the Department of Transportation was undergoing major changes and COG must obligate $2.2 million by June 1, 2013 or risk losing the money from the program. Nick and Todd Baun attended the STP meeting on April 3, 2013 and found out the City of McCleary will be receiving a $237,000 grant through the STP program, which requires a $37,000 local match for designing the improvements for two projects identified on our STIP; the 2nd Street intersection and 3rd Street improvements, from the intersection down to Oak Street. Nick will be asking the Mayor and Council to consider using reserves funds to assist with the match money since this was not budgeted and the street fund will have a difficult time absorbing the financial impact.

WATER METER PURCHASE — **It was moved by Councilman Lant, seconded by Councilman Reed to authorize Purchase Order #12268 to Ferguson Waterworks in the amount of $8,048.70. Motion Carried 4-0.**

OGDEN MURPHY WALLACE AGREEMENT — Staff is requesting Ogden Murphy Wallace to represent the City as our development services attorney's. **It was moved by Councilman Lant, seconded by Councilman Schiller to authorize the agreement between Ogden Murphy Wallace, PLLC and the City of McCleary. Motion Carried 4-0.**

PANIC ALARM	The front office has requested to have a panic alarm system installed that will work in both the front office and the court room locations. The City has received one quote, which is $3,171.71 and has a monitoring cost of $30.00 per month. Two more bids have come in and are considerably less expensive. Staff would like to have the opportunity to review all the bids thoroughly and a formal recommendation will be provided at the next meeting.
TCA FIRE STATION AGREEMENT	Tabled.
RESOLUTION NO. 655 UTILITY SERVICE ABONDONMENT	**It was moved by Councilman Lant, seconded by Councilman Catterlin to adopt Resolution 655 relating to public services; establishing and confirming fees in relation to connection to the City's utility systems; repealing resolution 580; and providing for effective dates. Resolution Adopted 3-0 with Councilman Schiller voting against.**
ORDINANCE 794 UTILITY SERVICE ABONDONMENT	**It was moved by Councilman Lant, seconded by Councilman Reed to adopt Ordinance 794 relating to governmental operation, adding a new section to chapter 13.24 MMM, repealing section 13.04.070 MMC, and section 7, ordinance 519, providing an effective date and severability. Roll call taken with 3 in the affirmative and one, Councilman Schiller, voting against. Ordinance Adopted.**
ORDINANCE NO. 795 ZONING AMENDMENT	**It was moved by Councilman Schiller, seconded by Councilman Lant to adopt Ordinance 795 relating to zoning; amending Section 17.12.010 MMC and section 17.20.30 MMC; and providing severability and an effective date. Roll call take in the affirmative. Ordinance Adopted 4-0.**
PROFESSIONAL CONSULTANTS - FEES	Tabled.
EXECUTIVE SESSION	None.
PUBLIC COMMENT	Teresa Nunez, Bear Festival President, asked if she could give a verbal request with information regarding the beer garden, petting zoo and pony rides during the meeting. Dan Glenn stated it has to be a written request. The Bear Festival Committee did not want to wait until the next meeting because of their time schedule. Dan Glenn said it will take a zoning amendment to the Ordinance so it has to go through the City Council so it will have to wait until the next meeting. Terri Franklin asked if the City parking lot is part of the park. Staff informed her it is part of the City property and would be included in the same process as the park.
COUNCILMAN MIKE LANT RETIREMENT ANNOUNCEMENT	Councilman Mike Lant is officially resigning from Position #3 as of April 22, 2012. He announced this will be his last meeting. He thanked the community for trusting him and allowing him to serve the City. Councilman Schiller thanked Mike for his service to the Council and the Fire Department. He said Mike has been a great benefit to the Fire Department and brought the department up to the caliber it should be. His experience as a career firefighter has greatly benefited the McCleary Fire Department and he appreciates all Mike has contributed over the years. Helen Lake also thanked Mike Lant for his service.
APPROVAL OF VOUCHERS	Accounts Payable vouchers/checks approved were 36215-36254 including EFT's in the amount of $233,179.46. **It was moved by Councilmen Lant, seconded by Councilman Catterlin to approve the vouchers. Motion Carried 4-0.**
MEETING ADJOURNED	**It was moved by Councilman Lant, seconded by Councilman Schiller to adjourn the meeting at 7:44 PM. The next meeting will be April 24, 2013 at 7:00 PM. Motion Carried 4-0.**

Mayor Gary Dent: _____

Clerk-Treasurer Wendy Collins: _____

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary

FROM: DANIEL O. GLENN, City Attorney

DATE: April 18, 2013

RE: LEGAL ACTIVITIES as of APRIL 24, 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. **PARKS REGULATORY ORDINANCE**: The Executive Board of the McCleary Bear Festival has submitted a written request confirming their desires to implement two activities in the park. They are to operate a pony ride or petting zoo in the Park, as well as a beer garden.

A. Animal Related Activities: Under Section 5 of Ordinance 773, now codified as Section 12.16.050 MMC, the activities relating to animals would be allowed subject to issuance of a permit by the Director and compliance with the conditions of that permit. It is my recommendation the permits should include that the activities are actually operated by appropriately licensed entities and that both the business entity and the Festival have insurances in place which are satisfactory to the City and WCIA.

B. Beer Garden: At this stage, possession or consumption of alcohol in parks or cemeteries is prohibited by the ordinance. For your consideration, I have prepared a draft ordinance which would allow operation/consumption of alcohol in parks only so long as such operation and use is in compliance with two permits, one issued by the City and, even more importantly, a permit issued by the Liquor Control Board. The permit required is characterized as a "Special Occasion Permit" and carries with it some very specific requirements. For instance, with minors around, it has to be fenced in with a fence no less that forty-four inches high. They also have to have someone checking ID to enter through the gate. There are more

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McCLEARY, WASHINGTON 98557

regulations as well tied to the LCB permit. Again, proof of insurance and an agreement to hold the City harmless from any claims are crucial.

In any event, the draft ordinance is available for your consideration.

2. **CONSULTANT FEE ORDINANCE**: You have been provided a draft of this ordinance. The goal is to make certain there is authority present to require that an applicant which submits an application which results in the necessity of obtaining non-salaried assistance bears the resulting costs. The consultant could be engineering, zoning, legal, or any of the many specialities which are now required to "vet" a complex application.

3. **CONNECTION FEE RESOLUTION**: Last session you adopted Resolution 685 which implemented the updating of the fees and the inclusion of the fees for connections which have been out of service for extended periods. Subsequently, Mr. Bird discovered he had inadvertently reversed two figures, something we have all done on more than one occasion. So as to keep the schedules in one spot rather than two separate resolutions, I have prepared a successor resolution rather than an amendatory one.

4. **ZONING REFERRAL**: By the time of the next meeting of the Council, we should have clarity on the issue which will decide if the total prohibition of cannabis medical dispensaries will be an option. That issue is whether or not the Legislature grants the WSLCB licensing authority over these facilities along with the retail dispensaries. Buried in the provisions of the chapter authorizing such dispensaries is a provision which indicates that total prohibitions are not permitted so long as the Board has implemented rules.

We will see what happens to the pending legislation. It both authorizes the Board to license dispensaries and imposes a "sales" tax upon their activities.

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

DG/le

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Tab C

STAFF REPORT

To: Mayor Dent
From: Nick Bird, Director of Public Works
Date: April 18, 2013
Re: Current Non-Agenda Activity

Well 2 & 3 Project

The long awaited Motor Control Center (MCC) arrived on April 12. Unfortunately, only 2/3 of the unit arrived that day. The other 1/3 was shipped to Colorado. Sometimes things just do not work in your favor. We anticipate having the last piece on site Friday or Monday at the latest. Fortunately this is not anticipated to impact the startup schedule as the earliest the pump representative could be on site is May 8. The following week we will startup and test the treatment system. We hope that we will be able to put the new equipment online as soon as May 20.

4kV Substation

We have completed a more detailed review of the historical DGA results. Based on this review, we are starting to see a trend in gas generation. As we have indicated a variety of times, we still believe it is in the best interest of the City to replace the transformer that is currently at "Condition 3" with a used transformer and have it reconditioned so that we have a spare for future use. At the present time, no other glaring concerns are present with either of our substations.

Ecology Grant/Loan Program

We have not heard of any new news regarding this program.

State Transportation Improvement Program (STIP)

Last meeting we discussed setting the STIP hearing, but I do not have any notes that we confirmed setting the hearing date. As previously indicated, the STIP document is required to be submitted by July 1. Assuming the summer schedule is to be implemented again the only meetings that we have available to conduct the hearing at is on May 22 or June 26. Either way will work for us, just let us know what your preference is.

Summer Schedule

We touched on this topic earlier in the year, however it is fast approaching. This is just a reminder, presuming the Council still chooses to implement this schedule, the only meetings over the summer will occur on June 26, July 24, and August 28.

Tab D

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: April 18, 2013
Re: Panic Alarm

The front office will be reviewing the material options from the other two companies in the near future. After the material options are reviewed and decided upon, we will formally request authorization with the chosen company.

Staff Recommendation:

None at this time.

Action Requested:

None at this time.

Tab E

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: April 10, 2013
Re: TCA Fire Station Agreement

No revisions have been made since last meeting.

This topic was omitted from last meeting's agenda because of concerns relating to the cost and the need to move forward immediately have not materialized. However, as the contract and scope has been prepared, we would like to formalize whether or not we will be moving forward with this project.

Attached you will find the proposed professional services contract with TCA. You will note that the project cost has not been reduced. The scope of the project was reduced by eliminating the multiple site evaluations, however we added utilization of a subconsultant to provide a hard cost estimate and project budget for the options chosen by the City. Please note that utilizing this approach will provide a much more realistic cost estimate than a planning level estimate as was originally planned.

The City budgeted $20,000 to complete this assessment / evaluation this year. The not to exceed amount identified herein is $15,000. Please remember, the Fire Department roof replacement resulted in an unbudgeted expenditure of $15,154.00.

Staff Recommendation:

Completing a pre-design / planning document such as this is very beneficial for going after funding sources to contribute to construction of improvements. Conversely, the need for a new facility may not be in the 2-3 year window at this time, which translates to the expenditure to prepare the planning document may not be necessary at this time.

It may be possible to coordinate with TCA to delay beginning the planning work until 2014 if the Mayor and Council so choose.

Action Requested:

Please let staff know how you would like to proceed.

TCA Project No.: 09-38
City Project No.: ... A13-11

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between the City of McCleary, Washington, and TCA Architecture • Planning, Inc, hereinafter referred to as the "Consultant," for the purpose of providing architectural services for locating and sizing a fire station.

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions; now, therefore;

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by the Consultant.

   A. The Consultant shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth.

   B. Consultant shall work with the City to identify program requirements and a preferred site.

2. Compensation and Method of Payment. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. The City shall pay the Consultant its regular hourly rates and reimbursable expenses, as set forth on Exhibit "B" attached hereto and incorporated herein by this reference, in an amount not to exceed $15,000.00.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing ~~September~~ March _____, ~~2009~~ 2013 and ending August 30, ~~2010~~2013, unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. ~~All final report documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this contract shall be the joint property of City and Consultant, provided the rights of ownership shall be limited as follows: City may use the drawings and other materials produced through the site location and station sizing project during the future station design process subject to review and update by the architect of record during the design process.~~

   A. All final documents, including original drawings, estimates, specifications, field notes, and data are the property of City and shall be delivered to it at its request.

Architect may at its expense retain a full set of drawings, estimates, specifications, field notes, and data.

B. RE-USE OF DOCUMENTS

1. The final reports, field data, laboratory data, analyses, calculations, estimates, designs, drawings, specifications, and other documents, including such items prepared in CAD form and stored on magnetic media, prepared for this Project are intended for use solely with respect to this Project. Architect agrees that City is the owner of any and all field notes, field data, test data, calculations, estimates, documents, data, drawings, specifications, and other products or materials, whether in a print form, electronic form, or otherwise gathered, produced, or developed by Architect or any sub-consultant thereof in the course of the performance of this agreement. Further, that upon the request of City, the printed final documents of all items shall be tendered to City.

2. City shall assume all responsibility for City' use of the Architect's material upon other projects. Architect agrees to not release any project documents to third parties without the prior written authorization of City unless the Architect is required to do so by applicable law, rule, regulation, or court order. City agrees that all work furnished to it, but which is not paid for pursuant to the terms of this Agreement without legitimate cause, shall be returned to Architect upon demand and will not be used by City for any purpose whatsoever.

C. Architect agrees to maintain its data and records governing and recording its performance of this contract for a minimum of six years from the date of completion of the contractual services and shall make them available to City, its agents, employees, or designees, to the extent necessary to confirm the provision of the services required under this contract.

5. Independent Consultant. The Consultant and the City agree that the Consultant is independent with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

6. Indemnification. The Consultant shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting from negligent acts or omissions of the Consultant, its agents, servants, officers, or employees. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Consultant shall

indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees to the extent caused by the Consultant's negligence.

7. Insurance.

A. The Consultant shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of $2,000,000.00 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of ~~Tukwila~~ McCleary as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.

B. In addition to the insurance provided for in Paragraph A above, if applicable, the Consultant shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Consultant employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than $1,000,000.00 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.

C. Additionally, Consultant shall demonstrate it maintains workers' compensation and employer's liability in amounts required by law and automobile liability insurance with limits of liability not less than $1,000,000.00.

D. Certificates of coverage as required by Paragraphs A, B and C above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

~~10~~8. Termination. ~~This Agreement may at any time be terminated by the City upon giving the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.~~ This contract may be terminated as provided in this section. Either party may terminate this Agreement at any time, with or without cause. This shall be achieved by the giving of written notice to the other party of such intention, specifying the effective date, which may not be earlier than the date upon which notice is received by the other party.

Without Cause:

In the event of termination **without cause**, the following provisions shall apply to compensation to be paid:

A. If terminated by City, Architect will be paid for all authorized work performed and expenses incurred up to the termination date. In addition, it shall be entitled to

reasonable costs, if any, incurred by it in implementing the transfer of the project, including all materials, including by way of representation and not by way of limitation, documents, information, records, and data of all types and kinds, whether in a written format, electronic data format, or otherwise, developed during its work, to a successor consultant.

B. If terminated by Architect, it shall be paid for authorized work performed and expenses incurred up to the termination date. It shall cooperate fully, without additional compensation, in implementing the transfer of the project to any successor consultant chosen by City, including the releasing of all materials, including by way of representation and not by way of limitation, documents, information, records, and data of all types and kinds, whether in a written format, electronic data format, or otherwise, developed during its work, to a successor consultant.

For Cause

This agreement may also be terminated for cause by either party. For the purposes of this agreement, "for cause" shall mean if either party fails to substantially perform some element of the work or responsibility in accordance with this Agreement through no fault of the other and does not commence correction of such work and non-performance within five (5) days of written notice and diligently complete the correction thereafter.

In the event of termination for cause, the following provisions shall apply.

A. If terminated for cause by Architect, Architect will be paid for all authorized work performed up to the termination date, plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and other costs reasonably related to the closeout.

B. If terminated for cause by City, in recognition that the necessity of such an action may have significant impacts upon City, whether in relation to the duty to repay any grant moneys received or otherwise, City shall compensate Architect for the reasonable value of the services performed up to the date of the notice of termination, subject to reduction by City taking into consideration such factors as the degree of completion, the costs of obtaining successor professional services to complete the project, and the costs related to any resulting delay, if any, arising from the necessity of termination, and such other factors as may be reasonably appropriate and arising directly from the necessity of termination.

In either event, Architect shall cooperate fully in implementing the transfer of the project to any successor consultant chosen by City, including the releasing of any and all materials prepared by or for it during the course of the project, including by way of representation and not by way of limitation, documents, information, records, and data of all types and kinds, whether in a written format, electronic data format, or otherwise, to City or its designee.

~~11~~9. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

~~12~~10. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

~~13~~11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

~~14~~12. Notices. Notices to the City of McCleary shall be sent to the following addresses:

City Clerk
City of McCleary
100 S 3rd Street
McCleary, WA 98557

Notices to the Consultant shall be sent to the following address:
TCA Architecture and Planning Inc
6211 Roosevelt Way NE
Seattle, WA 98115

~~15~~13. Applicable Law; Venue; Attorneys' Fees. ~~This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.~~

A. In the event of any dispute arising out of this Agreement, the parties agree they may submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association for construction industry disputes: PROVIDED, that, in the event either party objects to the submission of the matter to arbitration within 30 days after demand for arbitration has been filed with an appropriate agency, then the procedure shall be terminated and the matter shall be processed as the parties deem appropriate through the Courts of the State of Washington. In the event of resolution of a covered dispute by either arbitration or litigation, in addition to any other relief granted to the substantially prevailing party, if any, the arbitrator or court shall award that party reasonable attorneys' fees and costs incurred in prosecuting or defending the matter, as the case may be.

B. This contract has and shall be construed as having been made and delivered within

the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provisions hereto shall be instituted only in the Courts of competent jurisdiction within Grays Harbor County, Washington

CITY OF MCCLEARY, WASHINGTON
By:_____

Its:_____

Date:_____

TCA ARCHITECTURE • PLANNING INC
By:_____

Its:_____

Date:_____

Attest/Authenticated: _____ City Clerk

Approved As To Form: _____ City Attorney

T C A

architecture • planning

EXHIBIT A

A. DESCRIPTION OF SERVICES BY TASK

General

Based on the Task items 1-~~9~~ 8 listed below, we will establish a program document developed from a specific review of City of McCleary Fire Department operational needs. This program will be used to determine building footprint size and resulting space needs and site analysis~~ and preferred site selection~~.

TASK 1: Initial meeting and Kick-off meeting

- Establish project roles, project representatives, key people, all stakeholders and decision making authority
- Review goals, policies and objectives
- Review pertinent regulations and standards
- Determine optional end product requirements
- Present overall project strategy and timeline
- Provide City with TCA pre-program documents to begin review of operational needs
- Follow up with support to City on operational needs

TASK 2: Establish Baseline

- City and TCA work together to identify needs
- Review existing Headquarters facility- Likes & Dislikes
- Establish zoning and building code restraints for proposed property location areas
- Establish opportunities and constraints unique to the particular site options
- Review current policies, practices and staffing for the future Headquarter

TASK 3: Program Operational Needs

- Conduct an operational needs analysis for current and future needs with City
- Describe and diagram individual space needs

TASK 4: Create Program Document

- Compile written and graphic data in a comprehensive matrix

TASK 5: Diagram Conceptual Building Layouts

- Translate established space requirements into diagrammatic building footprint and site use layouts

~~**TASK 6: Site Size Analysis**~~

- ~~Test-to-fit alternative sites with site selection matrix that allows benefits and conflicts to be evaluated.~~
- ~~Review sites with respect to size, topography, soils, response, arterials, etc.~~
- ~~Review advantages and disadvantages of options to determine preferred layouts based on prioritized analysis. (See sample diagram on following page)~~
- ~~Provide copies of proposed layouts for City review and review expectations with City~~.

TASK ~~7~~6: Final Review with Stakeholders

- Review the program, conceptual site design with City, Fire Department and other designated stakeholders
- Make adjustments as needed to reflect preferences and concerns expressed
- Review to ensure that appropriate changes were made and that the project is ready for final presentation

TASK ~~8~~7: Estimate Construction Cost

- Estimate the project budget including: building, site and soft costs for the preferred options
- ~~Assemble cost data in matrix form for comparative analysis~~Provide detail breakdown for site options as necessary
- The Robinson Company will be utilized to establish hard costs assist with establishing overall project budget

TASK ~~9~~8: Prepare Final Report

- Prepare finished renderings as needed to suit the requirements of the reviewing and decision-making body
- Assemble the program, design and cost information and renderings into booklet form
- Submit the report to the City

B. FEE APPROACH & BASIS

Tasks 1-~~5~~8:
The following planning fees include tasks 1-~~9~~ 8 above; additional service will be billed on a time and material basis.

Services not included in the base service fee include but are not limited to:
Site engineering
Surveying

Services not included in the base fee but offered as reimbursable expense as needed:
Geotechnical investigations
Environmental investigations
~~Cost Estimating~~

Base fee:
$15,000 lump sum (~~billed hourly/~~ not to exceed- ~~See attached fee spreadsheet~~billed in accordance with Exhibit B)

Reimbursable Expenses:
Above those listed in Fee Approach and Basis
See attached ~~exhibit~~ Exhibit B

T C A

architecture • planning

Exhibit B
FEE SCHEDULE

A. FEES AND REIMBURSABLE EXPENSES

Fees and reimbursable expenses are based on the following conditions unless otherwise noted.

1. HOURLY RATE SCHEDULE*

Professional Services	Principal Architects	$150.00 per hour
	Project Architect	$125.00 per hour
Technical Services	Project Manager	$115.00 per hour
	Job Captain	$105.00 per hour
	Specification Writer	$120.00 per hour
	Technician/Drafter	$90.00 per hour
	Administration/Clerical	$75.00 per hour

*Hourly rates may be adjusted on an annual basis per federal statistics on cost of living (revised wage earner) for the Seattle area or in accordance with normal salary review practices of TCA Architecture Planning

2. REIMBURSABLE EXPENSES

Reimbursable expenses will include all expenses incurred during the course of the work not identified as basic service:

Consultant Services	
(not included in basic service)	Cost plus 15%
Printing/Photography (in house)	
Photocopies B&W (8 ½ x 11)	$0.10
Photocopies B&W (11 x 17)	$0.20
Photocopies Color (8 ½ x 11)	$1.00
Photocopies Color (11x 17)	$2.00
Plots/Large B&W (24 x 36 & 30 x 42)	$8.00
Plots/Large Color (24 x 36 & 30 x 42)	$15.00
Printing/Photography (by vendor)	
Reproductions by vendor	Cost plus 15%
Printing/Photography by vendor	Cost plus 15%
Communications	
Outgoing Faxes (long distance)	$1.00/page
Long distance telephone	Cost plus 15%
Delivery/Postage	Cost plus 15%
Travel	
Auto	½ hourly rate plus mileage billed at federal reimbursement rate
Air	½ hourly rate, plus airfare at cost plus 15%
Subsistence	Incurred while away from home office on business connected with clients work, at cost plus 15%
Other	
Professional liability insurance	1.5% of TCA fees invoiced
Miscellaneous (as authorized)	Cost plus 15%

B. TERMS

Billings are payable on the date submitted and are considered to be delinquent 30 days from invoice date unless otherwise agreed to. A finance charge of 15% APR will be added to past due accounts commencing from the date payment is due.

6211 Roosevelt Way Northeast • Seattle, WA • 98115
Voice: (206) 522-3830 • Fax: (206) 522-2456 • E-mail: office@tca-inc.com • Web: www.tca-inc.com

Tab F

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: April 18, 2013
Re: 3rd Street Improvements LAA

Attached you will find draft copies of the package we intend to submit to the Washington State Department of Transportation (WSDOT) and the Federal Highway Administration (FHWA), which includes:

1. Local Agency Agreement (Page 2 requires official action by Council)
2. Project Prospectus (explains what the total project will consist of)
3. A vicinity map showing the project limits
4. A typical roadway cross section
5. Documented Cost Estimate (total project estimate)

At this stage, we are only talking about the Preliminary Engineering (PE) phase, commonly called the design phase. With this design project, we will:

1. Identify improvements to correct intersection deficiencies at 2nd and Mox Chehalis as well as 3rd and Hemlock.

2. Complete environmental documentation to qualify for state and federal grants for construction money.

3. Complete design plans and specifications which will give us a "shovel ready project" and significantly increase our chances in the competitive state and federal grant application process.

Once Council authorizes this to be submitted, WSDOT and FHWA will "obligate" the money (tell us that we can move forward). The basic steps after obligation include consultant selection, confirming consultant selection, contract negotiation, and contract execution. With the formal process that we must follow, we anticipate design work will not begin until October 2013.

Staff Recommendation:

The required local match functions as an investment with a very large rate of return. Additionally, to make sure that our regional transportation planning agency (Grays Harbor Council of Governments) does not lose $237,000 from every future funding cycle, we must have this information approved by WSDOT and FHWA before June 1. To achieve this, ***this package must be submitted to the State no later than May 1.***

Action Requested:

Please consider authorizing execution of the attached Local Agency Agreement and associated Project Prospectus.

Washington State Department of Transportation

Local Agency Agreement

Agency City of McCleary

Address 100 S. 3rd Street
McCleary, WA 98557

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 3rd Street Improvements Phase I Length 0.26

Termini Mox Chehalis Road to Oak Street

Description of Work

Intersection improvements, resurface and repair, new curb and gutter, storm, planter strip, sidewalks, and bike lane.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	268,988.00	36,988.00	232,000.00
86.5 %	b. Other Elig. Non-Fed Funded	1,012.00	1,012.00	
	c. Other			
Federal Aid Participation Ratio for PE	d. State	5,000.00		5,000.00
	e. Total PE Cost Estimate (a+b+c+d)	**275,000.00**	**38,000.00**	**237,000.00**
Right of Way	f. Agency			
%	g. Other			
	h. Other			
Federal Aid Participation Ratio for RW	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
%	o. Agency			
Federal Aid Participation Ratio for CN	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)	**275,000.00**	**38,000.00**	**237,000.00**

Agency Official

By DRAFT

Title Mayor - City of McCleary

Washington State Department of Transportation

By

Director of Highways and Local Programs

Date Executed

Construction Method of Financing *(Check Method Selected)*

State Ad and Award

☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of

$ _____ at $ _____ per month for _____ months.

Local Force or Local Ad and Award

☒ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____ , _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U. S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Additional Provisions

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number			
Local Agency Project Number			(WSDOT Use Only)

Date	04/16/2013
Central Contractor Registration Exp.Date	
Federal Employer Tax ID Number	91-6001456

Agency: City of McCleary		Federal Program Title: ☒ 20.205 ☐ Other	
Project Title: 3rd Street Improvements Phase I		Start Latitude: N 47.048685 / End Latitude: N 47.051528	Start Longitude: W 123.262868 / End Longitude: W 123.264617
Project Termini From - To: Mox Chehalis Rd — Oak St.	Nearest City Name: McCleary	Project Zip Code: 98557	
From: To:	Length of Project: 0.26 Miles	Award Type: ☒ Local ☐ Local Forces ☐ State ☐ Railroad	

Federal Agency	City Number	County Number	County Name	WSDOT Region
☒ FHWA ☐ Others	0720	14	Grays Harbor	Olympic Region

Congressional District	Legislative Districts	Urban Area Number	TMA / MPO / RTPO
6	24	N/A	Grays Harbor COG

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	$275,000	$38,000	$237,000	10 / 2013
R/W	$75,000	$10,125	$64,875	05 / 2014
Const.	$2,379,700	$321,260	$2,058,440	04 / 2015
Total	$2,729,700	$369,385	$2,360,315	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
Approx. 40 feet	2

The existing pavement structure consists of 4-inches of asphalt over 4-inches of concrete. The asphalt has extensive cracking, spalling, and potholes. Two intersections, 2nd Street and Hemlock Street, have inadequate sight distance for proper turning and crossing movements. A small portion of the project has pedestrian facilities, but these facilities do not meet current standards.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Intersection improvements, resurface and repair, new curb and gutter, storm, planter strip, sidewalks, and bike lane.

Local Agency Contact Person	Title	Phone
Nick Bird	Director of Public Works	360-495-3667

Mailing Address	City	State	Zip Code
100 S. 3rd Street	McCleary	WA	98557

Project Prospectus Approval

By DRAFT

Approving Authority

Title Mayor

Date

Agency	Project Title	Date
City of McCleary	3rd Street Improvements	04/16/2013

Type of Proposed Work

Project Type (Check all that Apply)

- ☐ New Construction
- ☐ Reconstruction
- ☐ Railroad
- ☐ Bridge
- ☐ Path / Trail
- ☒ Pedestrian / Facilities
- ☒ Parking
- ☒ 3-R
- ☐ 2-R
- ☐ Other

Roadway Width	Number of Lanes
45 / 32	2

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban ☒ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☒ Major Collector ☐ Minor Collector ☐ Local Access	☐ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☒ Local Access
Terrain	☐ Flat ☒ Roll ☐ Mountain	☐ Flat ☒ Roll ☐ Mountain
Posted Speed	25	25
Design Speed	25	25
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

- ☐ Class I - Environmental Impact Statement (EIS)
  - ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☐ Class III - Environmental Assessment (EA)
  - ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☒ Class II - Categorically Excluded (CE)
  - ☒ Projects Requiring Documentation (Documented CE)

Environmental Considerations

The project is not expected to have significant impacts on the environment. The improvements will require minimal excavation of areas previously disturbed and improve stormwater conditions. Existing materials will be reused to the extent possible. SEPA and NEPA process will be completed by the Consultant.

Agency	Project Title	Date
City of McCleary	3rd Street Improvements	04/16/2013

Right of Way

☐ No Right of Way Required
* All construction required by the contract can be accomplished within the existing right of way.

☒ Right of Way Required
☒ No Relocation
☐ Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Power and phone will be relocated from overhead to underground. Pull vaults will be installed regularly to facilitate this process. The existing water lines installed in the 1950's will be replaced. Stormwater improvements will included Low Impact Development techniques wherever possible. Removal and replacement of stormwater structures will be provided as necessary.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☒ Yes ☐ No

Remarks

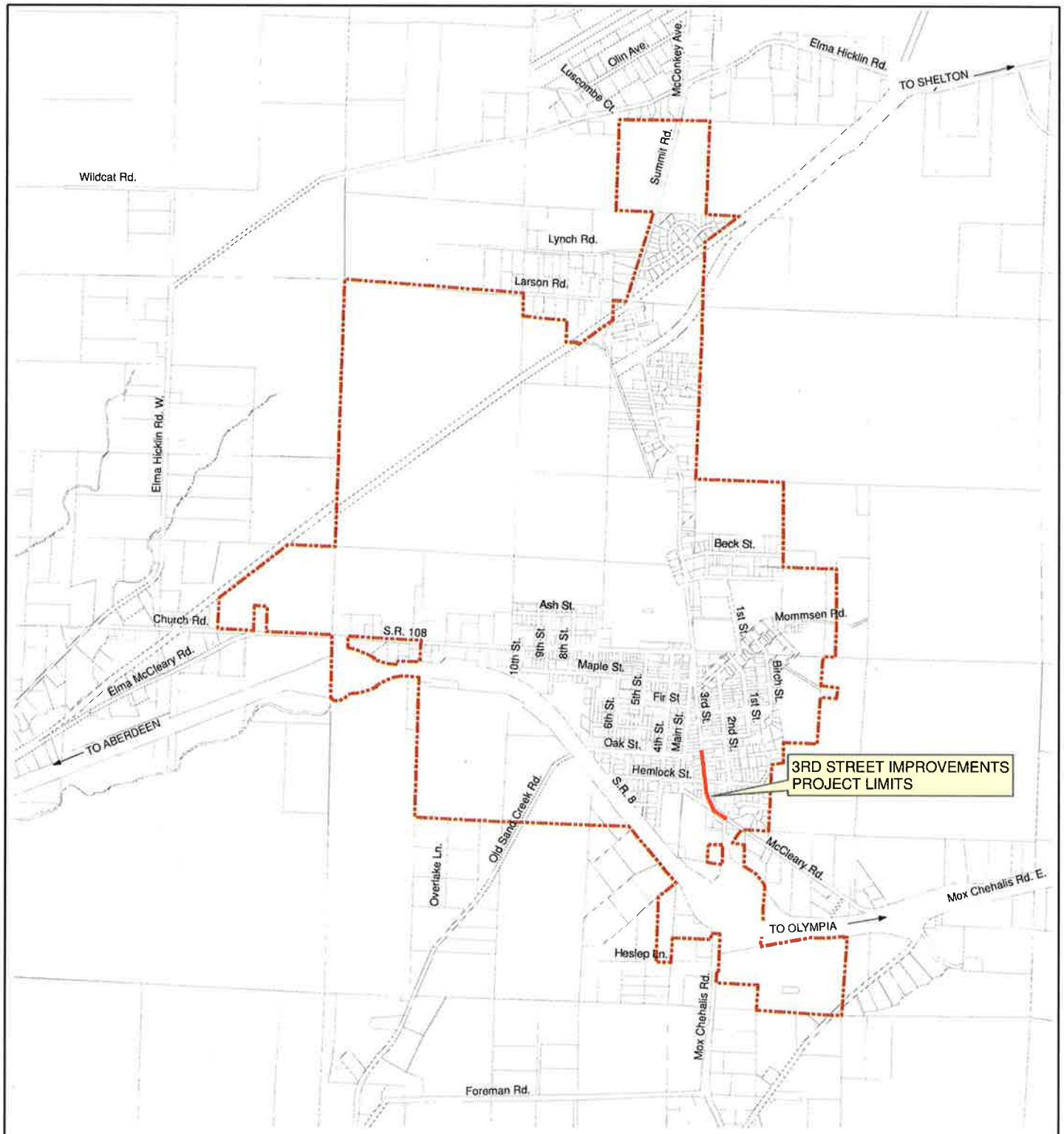
Bear Valley private airfield is located approximately 2 miles north of the City. No vertical clearance changes are necessary.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of McCleary

Date _____

By DRAFT
Mayor/Chairperson



N
W E
S

0 1,900 3,800
SCALE: 1"=2000'

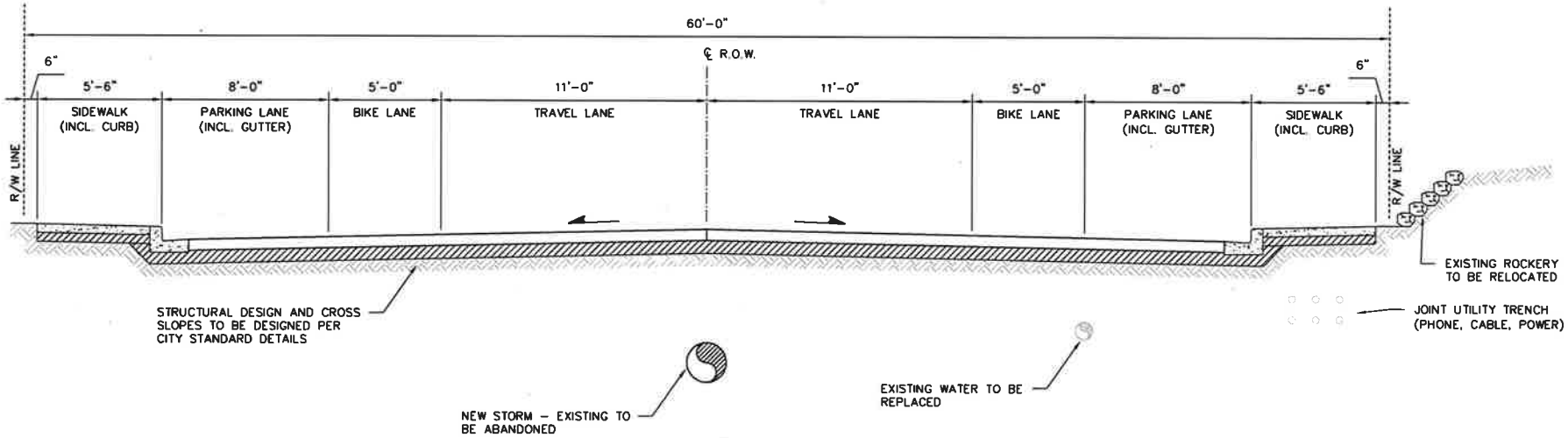
Legend

CITY LIMITS
PARCELS

CITY OF McCLEARY

3RD STREET IMPROVEMENTS PROJECT LIMITS

Gray & Osborne, Inc.
CONSULTING ENGINEERS



NOTES:

1. BULB OUTS LIKELY TO BE USED ADJACENT TO INTERSECTIONS.
2. SEWER IS CURRENTLY PROVIDED FROM ADJACENT ALLEYS.

TYPICAL CROSS SECTION

NOT TO SCALE

CITY OF McCLEARY
3RD STREET IMPROVEMENTS
FIGURE 2
TYPICAL CROSS SECTION

Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF MCLEARY
3RD STREET IMPROVEMENTS
WSDOT GRANT APPLICATION - PEDESTRIAN AND BICYCLE PROGRAM
DOCUMENTED COST ESTIMATE
Updated April 12, 2013
G &O #12244 (Task 0006)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
1.	Minor Changes	1	MC	$5,000.00	$5,000.00
2.	SPCC Plan	1	LS	$2,000.00	$2,000.00
3.	Mobilization, Cleanup, and Demobilization	1	LS	$160,000.00	$160,000.00
4.	Project Temporary Traffic Control	1	LS	$85,000.00	$85,000.00
5.	Clearing and Grubbing	1	LS	$15,000.00	$15,000.00
6.	Removal of Structure and Obstruction	1	LS	$30,000.00	$30,000.00
7.	Excavation, Backfill, Compaction, and Grading for Roadway	2,800	CY	$22.00	$61,600.00
8.	Traffic Control Device & Intersection Treatments	1	LS	$250,000.00	$250,000.00
9.	Locate Existing Utilities	1	LS	$8,000.00	$8,000.00
10.	Crushed Surfacing Top Course	5,000	TN	$30.00	$150,000.00
11.	Commercial HMA	2,400	TN	$100.00	$240,000.00
12.	Storm Drain System (Including Detention/Treatment)	1	LS	$105,000.00	$105,000.00
13.	Water Main Replacement (8" D.I. Complete)	1	LS	$155,000.00	$155,000.00
14.	Erosion/Water Pollution Control	1	LS	$12,000.00	$12,000.00
15.	Landscaping	1	LS	$80,000.00	$80,000.00
16.	Cement Conc. Traffic Curb and Gutter	3,600	LF	$24.00	$86,400.00
17.	Cement Concrete Driveway Entrance	310	SY	$60.00	$18,600.00
18.	Cement Concrete Sidewalk	1,800	SY	$30.00	$54,000.00
19.	Cement Concrete Sidewalk Ramp	22	EA	$1,500.00	$33,000.00
20.	Utility Undergrounding	1	LS	$100,000.00	$100,000.00
21.	Channelization and Permanent Signing	1	LS	$25,000.00	$25,000.00
22.	Wall Removal and Reconstruction	1	LS	$90,000.00	$90,000.00
23.	Illumination System Complete	1	LS	$65,000.00	$65,000.00
	Subtotal All Items				$1,830,600.00
	Sales Tax at 0% per W.S. Revenue Rule No. 171				$0.00
	TOTAL CONSTRUCTION COST				**$1,830,600.00**
	10% CONSTRUCTION CONTINGENCIES				$183,100.00
	TOTAL PRELIMINARY CONSTRUCTION COST:				**$2,013,700.00**
	Right-Of-Way Acquisition (Title Reports, Appraisal, Acquisition, et al)				$ 75,000.00
	Design Engineering Cost (15% of Construction Cost before Contingency)				$ 275,000.00
	Estimated Construction Engineering Cost (20% of Construction Cost before Contingency)				$ 366,000.00
	TOTAL PRELIMINARY PROJECT COST:				**$2,729,700.00**

Assumptions:
Cross-section of pavement: 6" HMA, 12" CSTC
HMA: 2.03 TN/CY, Crushed Surfacing: 1.80 TN/CY
45-foot pavement width with parking lanes, 32-foot pavement width with planters/bulbouts
Water Main Replacement includes Fire Hydrant Assemblies and Water Services
Landscaping includes landscaped bulbouts and intersection aesthetics
(seeding, fertilizing and mulching, and/or sod, shrubs and/or street trees, and City welcome sign)
Wall Removal and Reconstruction includes gravel backfill for walls

Washington State Department of Transportation

Six Year Transportation Improvement Program From 2013 to 2018

Agency: McCleary
County: Grays Harbor
MPO/RTPO: SWW RTPO N Inside Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	2	3rd Street Improvements S. 3rd Street Mox Chehalis Road to Oak St. Intersection improvements,Resurface & Repair, New Curb and Gutter, Storm, Planter Strip, Sidewalk and Bike Lane	McCleary02	06/27/12	06/27/12		646	06	C G O P S T W	0.250	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2013	STP(R)	237,000		0	36,988	273,988
P	CN	2014		0	TIB	2,094,012	0	2,094,012
			Totals	**237,000**		**2,094,012**	**36,988**	**2,368,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	273,988	0	0	0	0
CN	0	2,094,012	0	0	0
Totals	**273,988**	**2,094,012**	**0**	**0**	**0**

Tab G

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: April 18, 2013
Re: Bear Festival Request

Attached you will find a copy of the request provided by the Bear Festival Executive Board.

Three basic components are identified in the request:

1. Authorization to utilize a "Beer Garden" in the park during the planned event.
    a. Mr. Glenn has provided a draft ordinance for your review amending MMC Section 12.16.170, which currently prohibits alcohol in the park. The ordinance only needs to be acted on if you choose to revise the code section.
    b. The Public Works Department does not anticipate a major impact resulting from this request, other than additional refuse collection that would be required and the need to rinse the court surface after the event. Both of these items can be identified in the permit requirements if Council acts on the draft ordinance provided.
    c. When discussing this topic with Chief Crumb, his statement is that the Police Department does not support alcohol consumption at the family oriented event.

2. Authorization to operate Pony Rides and / or petting zoo during the planned event.
    a. As Mr. Glenn noted in the Legal Activities memorandum, this request can be permitted.
    b. This activity will likely be noted on the global permit request.
    c. Conditions for this activity will likely be for the permit applicant to provide license and insurance information acceptable to the City for the specific vendor/agency and to ensure that all animal waste is removed appropriately.

3. Enforcement of global permit operations.
    a. Chief Crumb has confirmed that the Police Department will support and enforce all components required by the global permit.

Action Requested:

Please consider the draft ordinance provided by Mr. Glenn.

54TH ANNUAL
MCCLEARY BEAR FESTIVAL
JULY 12-14, 2013
"GONE COUNTRY"

April 12, 2013

To Whom It May Concern,

As per the City attorney's request,at the council meeting on April 10, 2013, please accept this letter on behalf of the 2013 McCleary Bear Festival Board,as a written request for the following:

1.) Beer Garden in the City Park during the BEAR FESTVAL weekend.
- ›Beer Garden would be operated by a licensed distributor.
- ›Beer Garden hours as follows:
  - Friday, July 12, 2013 from 3pm-9pm
  - Saturday, July 13, 2013 from 12pm-9pm
  - Sunday, July 14, 2013 from 12pm -4pm
- ›Location will be within the basketball/tennis ball court.

2.) Permission to operate Pony Rides and/or Petting Zoo within the park during BEAR FESTIVAL weekend.

3.) Support: Notification/enforcement/removal of any vendors not directly affiliated with the McCleary Bear Festival.

Thank you for your support!
The McCleary Bear Festival Executive Board

Tab H

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: April 18, 2013
Re: 4kV Transformer Procurement

At the time of report preparation, transformer bids have not been opened.

After the opening, a summary will be prepared and the bids will be evaluated. After evaluation, the bid information will be presented to Council for action. We anticipate that this will be completed prior to the April 24 meeting.

Staff Recommendation:

Staff recommendation will be provided when bid information is presented to Council.

Action Requested:

Action requested will be provided when the bid information is presented to Council.

Tab I

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: April 18, 2013
Re: Well Project Change Order #4

This was provided late via green sheet last meeting and was omitted accidentally.

Attached you will find a copy of Change Order No. 4, which is for the demolition and decommissioning of Well No. 1. If you will recall, Council authorized us to proceed with preparation of the Change Order, but we thought it prudent to present it again for authorization.

Please note that my March Staff Report showed the cost of this work as $9,500, which was shown in error. The actual amount bid for this work was $9,875, which was shown in my February Staff Report, is correctly reflected in this Change Order.

Also note that the March Staff Report identified this change order as Change Order No. 3, which is also incorrect. Change Order No. 3 was the suspension of work, and I did not have it in my files yet at the time of preparing the March Staff Report.

Staff Recommendation:

Staff recommends the City process Change Order No. 4 for demolition and decommissioning of Well No. 1 to comply with state requirements.

Action Requested:

Please consider authorizing the attached Change Order No. 4 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.	4	**Contractor Address**	980 Willeys Lake Road Ferndale, WA 98248
Change Order Date	March 27, 2013		
G&O No.	11551.01		

The following changes are hereby made to the Contract Documents:

ITEM NO. 1:

The additional work consists of decommissioning Well No. 1 and demolishing the Well No. 1 building consistent with Additive Item No. 1 as shown on the Plans and as described in the Specifications.

The total lump sum cost for this change is: $9,875.00

Justification: The City has elected to decommission Well No. 1 and demolish the Well No. 1 building.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax) $1,182,885.00
Current Contract Amount, as adjusted by previous change orders.....$1,206,203.48
The Contract Amount due to this Change Order will be increased by .....$ 9,875.00
The new Contract Amount (without tax) due to this Change Order will be:.....$1,216,078.48

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 7 working days, for a total of 115 working days.
The Physical Completion Contract Time will be increased by 7 working days, for a total of 135 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 4-8-13

AWARD CONSTRUCTION, INC. (ACCEPTED) _____ Date 3-27-13

CITY OF MCCLEARY (ACCEPTED) _____ Date _____

ORDINANCE NO. _____

AN ORDINANCE RELATING TO GOVERNMENTAL OPERATION, ADDING A NEW SECTION TO CHAPTER 17.40 MMC,, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

R E C I T A L S:

1. The City's land use fees are based upon the City's analysis of the typical actual costs incurred to process permits and development applications.

2. From time to time large scale developments may be proposed for the City the requirements of review for which either exceed the capability of existing staff to handle or require capabilities not possessed by in-house staff. Such situations require the retention of consultants and other professional experts to assist staff.

3. The City wishes to provide a process for payment and deposit by applicants of the anticipated costs in advance in order that each developer pay its full and fair cost of processing its development application.

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

SECTION I: There shall be added to Chapter 17.40 of the Municipal Code a new section to read as follows:

Consultant's Fees: In addition to the fees authorized pursuant to Section 17.40.150 and any fee schedule adopted by written resolution pursuant to the authority granted therein, the applicant for any permit or development activity set forth in the fee schedule shall reimburse the City for the costs of professional consultants retained by the City to process and/or review and inspect the applicant's proposal. This responsibility shall arise when the City, in the opinion of the Mayor, is unable to carry forth these tasks with existing in-house staff, whether as the result of the imposition of an undue burden upon in-house staff or the need for capabilities not possessed by in-house staff.

A. These professional services may include, but shall not be limited to, engineering, traffic engineering, legal, financial and accounting, soils, mechanical and structural engineering, and electrical engineering.

B. So long as the Mayor has approved the retention of the professional consultants, the City may require the applicant to deposit an amount with the City to cover the anticipated costs of utilization of the professional

consultants: PROVIDED, HOWEVER, that the applicant shall be responsible for the total expenditure for such consultants in the event that the expenditure exceeds the deposit. The issuance of any permit or approval may be withheld until total reimbursement of such costs has been made by the applicant to the City.

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

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

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 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 NO. ____

AN ORDINANCE RELATING TO PARKS & CEMETERIES; AMENDING SECTION 12.16.170 MMC & SECTION 17, ORDINANCE 773, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

R E C I T A L S:

1. The City maintains parks and other recreational facilities for use by the citizens.

2. The Mayor and Council have received a request from the managing board of the McCleary Bear Festival to allow the use and possession of alcohol under certain conditions.

3. It is found appropriate to modify the existing prohibition to allow such use and possession in city parks only under and in compliance with specific conditions, including possession of permits.

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

SECTION I: Section 12.16.770 MMC and Section 17, Ordinance 773, are each amended to read as follows:

Except pursuant to and in compliance with permits respectively issued by the Director and the Washington State Liquor Control Board or its successor, it is unlawful to possess a container of any alcoholic beverage, whether opened or unopened, while in any park or cemetery or in any publicly owned

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

parking area associated with a park or cemetery: PROVIDED THAT, no such permit shall be issued in relation to a cemetery property. For purposes of this section, possession means having a container within one's immediate reach or control and not secured in a location such as a vehicle's trunk or storage compartment.

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

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

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 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

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

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:

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

RESOLUTION NO. _____

A RESOLUTION RELATING TO PUBLIC SERVICES; ESTABLISHING AND CONFIRMING FEES IN RELATION TO CONNECTION TO THE CITY'S UTILITY SYSTEMS; REPEALING RESOLUTION 685; AND PROVIDING FOR EFFECTIVE DATES.

R E C I T A L S:

1. Pursuant to the applicable provisions of the Municipal Code, the Council and Mayor may set by written resolution fees and rates to be charged for specified City provided services and provide for certain mechanisms in relation to the adjustment thereof.

2. The fees and rates set in the following sections are the same as set out in Resolution 580. Pursuant to the provisions of that resolution, the actual fee amount which is currently payable has been adjusted on an annual basis as required. The fees for 2013 are set forth in the following schedules.

3. The Director of Public Works has indicated that in setting the schedules, an inadvertent reversal of two of the rates occurred. Thus, to correct that issue and to assure ease of use by the City's citizens and staff, it has been recommended

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

that Resolution 685 be repealed and this resolution be adopted in its place.

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

SECTION I: On and after the effective date of this resolution, the following overall connection fee (OCF) to be paid by a party seeking to obtain connection to the City's water and sewer utility shall be as set forth herein.

A. As to properties within the corporate limits of the City at the time of the submission of the request for connection, the following connection fees shall be required prior to connection to the utility in question.

1. Single family residence: As to a single family residence, a base overall connection fee, hereinafter referred to for convenience by the acronym BOCF, shall apply for a connection requiring service for no more than an equivalent residential unit (ERU):

a. As to a water connection, the sum of $4,029.00.

b. As to a sewer connection, the sum of $4,895.00.

2. Non-single-family water and sewer connections: As to such connections, the following provisions shall apply:

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

a. Multi-family: An overall connection fee (OCF) determined by multiplying the base overall connection fee (BOCF) for the connection requested by a figure representing the equivalent residential units, the applicable ERU figure being derived by application of the standards set forth in the applicable adopted planning document or plan.

b. Commercial Connections: The BOCF for the utility connection sought shall be applicable: PROVIDED THAT, in the event the City Administrator determines the utilization of the utility will exceed an ERU, the OCF shall be determined by the Administrator as a product of the BOCF multiplied by the ERU derived by application of the standards set forth in the applicable adopted planning document or plan.

c. Industrial: Shall be calculated and established by the Administrator based upon the BOCF of the utility connection sought multiplied by the number of ERU represented by the utilization for the applicant property derived by application of the standards set forth in the applicable adopted planning document or plan.

B. As to properties outside of the corporate limits at the time of the submission of the completed application, the following connection fees shall apply:

1. Single family residence: As to a single family residence, a base overall connection fee, hereinafter referred to for convenience by the acronym BOCF, shall apply for a connection requiring service for no more than an equivalent residential unit (ERU):

a. As to a water connection, the sum of $5,195.00.

b. As to a sewer connection, the sum of $7,338.00.

2. Non-single-family water and sewer connections: As to such connections, the following provisions shall apply:

a. Multi-family: An overall connection fee (OCF) determined by multiplying the base overall connection fee (BOCF) for the connection requested by a figure representing the equivalent residential units, the applicable ERU figure being derived by application of the standards set forth in the applicable adopted planning document or plan.

b. Commercial Connections: The BOCF for the utility connection sought shall be applicable: PROVIDED THAT, in the event the City Administrator determines the utilization of the utility will exceed an ERU, the OCF shall be determined by the Administrator as a product of the BOCF multiplied by the ERU derived by application of the standards set forth in the applicable adopted planning document or plan.

c. Industrial: Shall be calculated and established by the Administrator based upon the BOCF of the utility connection sought multiplied by the number of ERU represented by the utilization for the applicant property derived by application of the standards set forth in the applicable adopted planning document or plan.

SECTION II: Labor & material costs: The cost for the City's provision of the necessary labor and materials to achieve the physical connection to the system shall be in addition to the fee set forth in Section I. These shall be such figures as are established in the schedule issued by the Administrator, who is hereby authorized to establish and maintain such schedule. These schedules shall reflect the then existing current material costs and current City labor costs, as determined on the 1st day of January of each calendar year and subject to adjustment on the 1st day of July of each calendar year.

SECTION III: Changes in existing connections:

A. Subject to the responsibility to pay any fees established by subsection B (required as a result of more extensive use of the property or change of use), an applicant seeking service to a property which is being served as of the date of the application and/or has been served by the utility from which service is sought within the six months immediately

preceding the date upon which application was filed shall not be required to pay the reactivation or closure fees authorized by Section 13.24.070 MMC.

B. The following provisions shall apply to an application which will either result (1) in a change of use through increased consumption, or (2) an increase in the number of residential, commercial, industrial, or business equivalency units actually served by the particular utility connection as contrasted with existing use.

1. The City shall calculate the connection fee which would be charged if the applicant was seeking connection for the current actual utilization, as well as the connection fee which would be charged for the proposed use. The calculations shall be done as if the applicant was making a request for initial connection to the utility system. In the event that the figure for a proposed use exceeds the figure determined for the existing use, this differential shall be paid to the City.

2. Payment of the amount determined pursuant to this Section shall be required whether the increased use is [1] as a result of the replacement of an existing structure or structures with a new structure or new structures, [2] as the result of the remodeling of an existing structure or structures, [3] the

placement of an additional structure upon the served property, or [4] any combination thereof.

C. For purposes of applicable Ordinances and Resolutions, a property shall be deemed to have been served or be being served by the utility in question so long as there is or has been, within the period established in Section I, an active account maintained with the City for which billings were rendered as a result of the actual utilization upon the subject property of the utility in question.

SECTION IV: Adjustment:

To reflect the effect of inflation, commencing with the year 2014, the monetary figures established pursuant to the provisions of this resolution shall be increased, as of the date of the commencement of each calendar year, as follows.

The adjustment shall be the greater of (1) three percent (3%) or (2) the monetary amount which is the result of the following calculation:

A. Methodology of Calculation: The then existing connection fee multiplied by a figure established as the average of the Seattle-Tacoma-Bremerton Area Bi-Monthly Index CPI-U (June compared with June) and the US All City Average CPI-U for the same period. [Example: S-T-B Area Bi-monthly Index CPI-U is 3.5%

and the US All City Average CPI-U for that period is 2.5%. The multiplier to be utilized is 3.0%.

B. Principals of application:

1. The average for the CPI multiplier, if not an even 1/10th of a percent, shall be rounded upward to the nearest 1/10th of a percent.

2. The resulting product of the calculation carried out pursuant to $A shall be rounded up or down to the nearest dollar.

SECTION V:

A. The fee to be paid for reactivation of a utility service shall be as follows [Service not active for more than six months and less than five years prior to date of application to recommence.]:

1. Water Service: $200.00

2. Sewer Service: $250.00

B. The fee to be paid to recommence provision of utility service to a connection deemed to have been closed [Service not active for five years or more prior to date of application to recommence.]:

1. Water Service: $525.00

2. Sewer Service: $650.00

SECTION VI: The provisions of this resolution, including rate structure, shall be effective as of 12:01 a.m. upon the day following adoption hereof: PROVIDED THAT, any completed application meeting the qualifications for submission to the City and on file in the Office of the Clerk-treasurer prior to adoption of this resolution shall be processed under existing provisions.

SECTION VII: Resolution 580 shall be repealed as of the effective date of this resolution, subject to the continued efficacy of the rates as set forth in Section V: PROVIDED THAT, such repeal shall not effect any billing or obligation for services received prior to that date under the terms of that resolution.

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

CITY OF McCLEARY:

_____

D. GARY DENT, Mayor

ATTEST:

_____

WENDY COLLINS, Clerk-Treasurer

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

APPROVED AS TO FORM:

_____

DANIEL O. GLENN, City Attorney

CITY OF McCLEARY
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