



## McCleary City Council Agenda

02/10/2021- 6:30PM

[Web Ex Meeting Link](#)

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**Meeting number (access code): 182 446 5741**

**Meeting password: UpmSshsk736 (87677475 from phones and video systems)**

1. **Call to Order/Flag Salute/Roll Call**  
Roll Call: \_\_\_ Pos. 1-Amsbury, \_\_\_ Pos. 2-Huff , \_\_\_ Pos. 3- Heller, \_\_\_ Pos. 4-Miller \_\_\_ Pos. 5- Iversen
2. **Agenda Modifications/Acceptance**
3. **Special Presentations**
4. **Public Comment**
5. **Consent Agenda**
  - a 1/27/2021 Minutes- Action
  - b Council Voucher Approval for Jan 29, 2021 Disbursements- Action
6. **Updates**
  - a Departments - WWTP, PW, Building, Finance, Police, L&P
  - b Legal Update- Investigation update
7. **New Business**
  - a AGC Agreement
  - b WSRN Agreement
  - c Water Testing Report
8. **Old Business**
  - a City of McCleary Committees
9. **Ordinance and Resolutions**
  - a
10. **Updates**
  - a Councilmembers
  - b Mayor - COVID-19 Update
11. **Executive Session**
12. **Adjourn**

**Please turn off Cell Phones- Thank you**

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**CITY OF MCCLEARY**  
**City Council Meeting**  
**Wednesday, January 27, 2021**

**CALL TO ORDER**

Mayor Orffer called the meeting to order at 6:30 pm.

**ROLL CALL**

Wendy Collins took roll call. Councilmember's Jenna Amsbury, Brycen Huff, Jaron Heller, Chris Miller, and Joy Iversen were all present.

**STAFF PRESENT**

Wendy Collins, Clerk-Treasurer, Todd Baun, Director of Public Works, Steve Blumer, Police Chief, and Chris Coker, City Attorney were present.

**PUBLIC COMMENT**

Chris Vessey, 610 W Ash Street, asked Chris Coker if there is anything legal that can be done to get people on 3<sup>rd</sup> Street and 5<sup>th</sup> Street to get their places cleaned up. They are a pigsty and if there is anything that can legally be done can Mr. Coker please forward to Todd, or whomever.

Mr. Vessey went through the minutes and is upset over the software purchase. He understands the city was going to look into getting it and found out the city paid \$30,000 for it. He asked who investigated this software and stated it is asinine to not bring it to the council before it was paid for. He listened to the minutes from the last meeting and thanked Jenna Amsbury, whom he has never met, for voting no on the purchase. It doesn't seem right to him to spend \$30,000 on something that we don't know what we get and how much more it is going to cost us. If there is some way to get out of this, he would like the council to look into it because the money could be used somewhere else since we don't know what we are paying for or getting. He feels like the council was pushed into passing it at the last meeting. He thanked Councilmember Amsbury for voting no and for doing her homework. He thanked the council, mayor, and Todd, for letting him speak.

Suzanna Winstedt, 527 W Simpson, asked about the procedure for getting questions answered. She noticed the process is a little different this time asking for full names and addresses for public comment but she understands she is not coming to the meeting with the expectation of getting her questions answered, so how will the city be responding to her questions? Will the answers be added to the meeting minutes for the next meeting or how will that look like?

Mayor Orffer said staff is trying to prepare written responses that we will post when they are complete. At our last council meeting, for anyone that listened to it, knows there were many, many questions and staff has been working on written responses. Some of the questions required an outreach to Grays Harbor County, for example, and we are waiting for those responses. As soon as we have responses to those questions we will post them as part of the next council packet. If there are easy questions tonight, we can get them posted by the next meeting. It depends on the number of questions and where we have to get our answers from and the amount of research that goes into it.

Suzanna Winstedt asked what the expectation for posting the agendas for the public is, because she looked last week, and again this week, and did not see it until today, which is the day of the meeting. She wants to use the section for public comments from the last meeting to prepare for this meeting.

Mayor Orffer stated we generally try to have the packet ready one week before the meeting. Sometimes we are waiting for information to come in. This week's packet was posted and distributed to Council on Monday. Last Friday, we informed the council we were waiting for items and they would know on Monday.

Suzanna Winstedt asked how to get items on the agenda and Mayor Orffer told her if she has an item for the agenda, she can get it added through a councilmember or to her. Between the council and the mayor, they create the agenda.

Suzanna Winstedt's last item is feedback as a member of the public. She thought that both sides of the argument for public comment was cogent, however, after having public comments at the beginning and then sat through the meeting, there was a lot of content there that fourteen days ago she would have had some proper feedback on, but waiting is not as easy to get that to you and it's also not something that she could have prepared and asked about on the agenda in advance without having the content of the various presentations and discussions to provide feedback on. She knows one of the arguments, with respect of time, anybody that is in this meeting and is concerned about the city is probably willing to wait to comment at the end.

Courtney Eversen, 511 S 3<sup>rd</sup> Street, has a concern over her next door neighbor at 503 S 3<sup>rd</sup> Street. The house is currently vacant and she now has a huge rat problem, which she did not have prior to two weeks ago. She asked if there is something they can do about that vacant house. She is sure other people are having rat problems, as well. She is not sure how to go about resolving this, but she is more than willing to help out.

Angela Rittinger, Main Street, I also very close to the house on 3<sup>rd</sup> Street and would love to see some attention given to that house and the one on 5<sup>th</sup> Street. They have been eye-sores in the community long enough and need to be addressed.

Angela Rittinger has been piping in on the council meetings and noticed she doesn't hear from the council at all. She feels the meetings are run by the city and not by the council. They are not part of the agenda, we get the agenda a day or two before, and she wonders why the council isn't involved more. She wonders if they like the three minute time limit is and if it is a decision they made.

Regarding the asphalt issue, she appreciates the investigation because it shows the momentum moving forward to get to the bottom of it but she cannot wrap her head around why we are paying thousands of dollars on interviews. She spent two hours this morning on her interview, which she is sure the city is being charged a couple hundred dollars an hour for the attorney, and isn't sure how many people are being interviewed. She said the investigator told her it doesn't matter what he finds, the city doesn't have to abide by it. This is strictly for appearances sake and we could have simply spent one hundred dollars to take an excavator out there, dig a few sample holes, and got to the bottom of it. She wonders why the city chooses to spend that kind of money to investigate something that has no bearing at the end and spend the money somewhere else that will benefit the our community better, like what Chris Vessey said earlier.

Mayor Orffer said we are using a third party attorney for the investigation is so we ensure complete objectivity in the investigation and to ensure the people being interviewed do not feel any pressure or influence from city staff or Chris Coker. We want people to have the opportunity to have an open and candid conversation with someone. While he may have stated to Ms. Rittinger that we don't have to respond to what he is bringing to us, it is our full intention to review everything he is bringing to us because we want to get to the bottom of this just as much as the public and council does. The council made the decision to spend the money at the last meeting and that is why we are doing it.

Angela Rittinger asked if there was a reason the council was not allowed to pick the investigator and why Chris Coker picked the private investigator as she though the council would have some input on who the investigation was done by. She thinks it is suspect that another city attorney was picked to do the investigation by our city attorney.

Chris Coker responded by stating he anticipated a belief that it is biased. He has known Mr. Hughes to do investigations. He doesn't know him personally and has met him once and thinks he is a qualified person to do it. He can't make everyone happy in terms of an investigator. He first contacted the Aberdeen Police Department who sent him to the sheriff's office because he figured people wouldn't have issues with a police officer. They weren't willing to do it because it wasn't in their wheelhouse so he picked someone. It's not really the role of the city council to choose an investigator in this type of situation dealing with multiple complaints against the city. He is now hearing people aren't happy with the investigator and this is a neutral investigator and he is going to leave it at that.

Angela Rittinger said they didn't ask for an investigator, the city did. What they did ask for was an excavator to go out to the site for one hundred dollars and dig holes. It will get the same result that this guy spending thousands of dollars on is going to get. She would have felt better if the council had a little bit of input on who was going to do the investigation.

Chris Coker said the council approved Mr. Hughes to do the investigation at the last meeting.

Monique Buechel, 427 S 3<sup>rd</sup> Street, also wants the rat problem addressed. At the last council meeting, she asked Todd Baun what the qualifications were for asbestos removal and what kind of training you need to have and he said he would not have his workers do any of that kind of work and would contract that work out. She did a public information request and it is actually untrue. He did have his city workers do that work. The only qualifications that they had was for cement pipes, which has nothing to do with kind of work that was done with the hose tower. She also saw there was a fine from ORCAA for \$1,094 for work that was done on the police department. She asked how much is our city going to have to pay for his incompetence and added, it is shocking to her that he is allowed to put city workers, and anybody who is in the building, at risk with moving this asbestos improperly.

Monique Buechel asked if the city has any answers to the questions she asked at the last meeting and Mayor Orffer said this incident will be addressed by Chris Coker during his legal update.

Chris Coker agreed to respond now instead of later in the agenda. He first addressed Chris Vessey's comment regarding the property on 3<sup>rd</sup> Street. He explained the process under our code that has a progression process.



Josh goes out to the property and responds to the nuisances first. Typically we then cite them civilly and if they don't respond, the get cited criminally, and if they don't respond quickly enough we do a writ of abatement in superior court. We have one of those going right now that when we did it, the person cleaned things up. It's not on the properties we discussed tonight, but the progression of the system will eventually happen if that is what needs to be done.

Chris Coker commented on the issue of the hose tower. He said he has been doing research on that. It was a job that was performed in October 2018. At that time the roof was leaking and the city crew went out there and did some repairs and didn't check for asbestos because they didn't really believe they had a reason to believe there was asbestos. Several months later, actually over a year later, in February 2020 an employee came forward and raised a concern of potential asbestos. The Director of Public Works was given that information and immediately reached out to L&I for direction on what to do. L&I came out and advised to get the area tested, which we did and it came back positive for asbestos. L&I coordinated what we needed to do, which was to inform the employees that worked on the project. There were some interviews that were conducted and asbestos physicals were conducted and L&I came to city hall to meet with the employees. There were no fines that were issued or notice of fines issued related to the issue. In December 2020, the city received a notice from L&I there were no violations. That issue has been vetted as much as knows what to do.

Chris Coker addressed the next issue, which is the floor in the police department. He handled that matter because there was a notice of assessment that was issued, which was based on information that ORCAA had received that was incorrect so we appealed it. His appeal was a letter with some photos that showed what the city did. In response, he got a call from the attorney for ORCAA yesterday and they are rescinding the assessment and it was addressed fairly summarily. In his role as the city attorney, it is to advise the council and public and to do the things he can do. When we get complaints from the public that turn into larger complaints, his concern is over optics, as well. He heard from the public there's questions about the validity of the investigator he suggested the city hire. His job is to suggest people that can help the city. He is not biased, he just wants to get to the bottom of what is going on.

Monique Buechel didn't hear that a member of the community say she had problems with who you chose, she had a problem with the optics of the person that Chris Coker had chosen and not the city council members. Chris responded he made a recommendation and ultimately can't choose the investigator, the city council makes that choice.

Ms. Buechel asked what year city hall was built and Chris Coker asked if she was asking him and she stated she was, because it seems like an old building and it seems like common sense to test for asbestos before you did any kind of work. We are talking about our Public Works Director making over \$100,000 a year and don't you think he should know something like that before putting the public and his employees at risk?

Chris Coker defers those questions to L&I. He is not the public works guy and doesn't know how old city hall is so he can't respond to that. That is his legal update. He added that there are a lot of complaints coming in from every angle and his job as the city attorney is to respond to those things as best he can. He can't make everybody happy. The investigation of the asphalt is a big deal, in his opinion, and is worthy of a fairly detailed investigation and anything short of that would not serve the citizens of the City of McClary.

Monique Buechel is the mother of four children and she has not let them drink city water, nor will she cook with it or give it to her pets. It is alarming to her and she really hopes the city will go dig it up.

Chris Vessey thanked Chris Coker for his answers and understands there are hoops that have to be jumped through to keep things legal. He wants the people on 3<sup>rd</sup> Street and 5<sup>th</sup> Street to know something is going to be done.

Suzannah Winstedt commented regarding Councilmember Huff's item on the agenda regarding the speed limit discussion and wanted to request extending the sidewalk all the way down Simpson to the apartment building and adding another crosswalk. Lots of people jaywalk across the street. As long as we are addressing public safety on that road, it is worth expanding the scope on that. Councilmember Iversen asked which sidewalk she's referring to and Suzannah explained the sidewalk on Simpson that goes from city hall does not go all the way down to the apartments.

### **CONSENT AGENDA**

- Minutes from the January 13, 2021 council meeting.
- Approval of vouchers Vouchers/Checks approved were 48729 - 48774, including EFT's, in the amount of \$386,613.24.

**It was moved by Councilmember Amsbury, seconded by Councilmember Iversen to approve the Consent Agenda. Motion Carried 5-0.**

### **STAFF REPORTS**

Light & Power, Finance, WWTP, PW, Building and WWTP submitted staff reports.

Councilmember Iversen asked if all power outages are posted on the cities Facebook and Mayor Orffer replied yes.

Councilmember Amsbury asked Todd if the water system plan that was approved last week was part of the steps in the Capital Facilities Plan or if it is a stand-alone plan and Todd said the water is a stand-alone plan but also the Capital Improvement Plan, and that plan, will go toward the overall Capital Improvement Plan.

### **LEGAL UPDATE**

Chris Coker addressed his update during public comments.

Mayor Orffer wanted to reiterate for the council's sake that the citation we did receive from ORCAA is being rescinded because they based it on misinformation they received from an individual. Upon interviewing any other individuals, and getting the information corrected, they decided the citation was not appropriate. The city will not be paying a fine for that issue.

The letter from L&I also resolved that issue within the series of complaints they investigated, which included the hose tower, the police department remodel, and the public works remodel. They found there was no hazard or violations and no fines were given. Just for the sake of council understanding, in October 2018 when the repairs were made, we had water coming into the building and so a repair was made in an emergency situation. Water was leaking in and we had to make the repair and no one on the crew at that time mentioned anything or had an initial concern about asbestos being in it. City staff beyond the crew that worked there was not given any

notification about their potentially being asbestos in that material for several months later. From October 2018 to February 2020 is when we heard from staff that they were recollecting and wondering if there had been asbestos in that material. The city took action as soon as they had information and called L&I and followed all the directions. She just wants to say that we did not knowingly ask staff to go out and do something and when you are working under emergency conditions such as rain coming down and flooding your police department in the evidence bay, work was done quickly. We did not sit around and make a plan to go do this without thinking.

Normally, our Director of Public Works would ensure that a project was safe. She doesn't want the council to think there was negligence here or incompetence on the part of any of our staff. At the time it was a matter of fixing something that was broken and causing damage.

Councilmember Amsbury thought the hose tower was demolished and gotten rid of, so it was just fixed or repaired and wasn't demolished and Mayor Orffer said part of the repair was taking it apart because it was no longer working, or whatever. Yes, it was removed and the pieces of siding that were removed around it is where the asbestos was.

Councilmember Iversen asked where we are in the process with the two nuisance houses mentioned. Chris Coker said the one on 3<sup>rd</sup> has a civil infraction filed and their response date was January 15<sup>th</sup> and he doesn't think they have responded to the infraction. At the next court date that will be found committed and we will then set another infraction through Josh or the police. He said there are processes where that can be sped up but he hasn't had any discussions with anybody at the city yet. They haven't been put on his radar until recently.

Councilmember Iversen asked Courtney Eversen about the house being empty and she said the people moved out two weeks ago.

Chief Blumer gave a recap of the nuisance process. He said the city gets a nuisance complaint and Josh Cooper drives out and verifies there is a violation of city ordinance and then tries to talk to the resident. He will send a certified letter requesting response within ten days. If they don't respond in ten days, Josh hands it over to the McCleary Police Department where Chief Blumer reviews it and sees that it was certified and he physically looks at the property himself and takes photos of it to confirm they are still in violation. The police then issue an infraction and it goes to court. With covid, these cases get delayed. He never knows when the cases go to court. Our court dates are the third Friday of every month. That doesn't mean the case is always heard on that court date because the person could ask for a continuance and get a later court date. Until that person is found committed of that first infraction, we don't issue a second infraction. It is a progressive discipline process. Once the criminal side is issued, it can go to abatement. It takes at least 45-days between each criminal process. If it is a life and safety definition such as wires running out of the wall and it's a fire danger that could burn down a neighborhood there are a few exceptions. The 3<sup>rd</sup> street address had the citation issued to the owner, not the people that lived there as tenants, and the owner still has to be found guilty of the first citation before we can issue a second one.

Councilmember Iversen asked if the rats could be considered life and safety and Chief Blumer said maybe because we have an ordinance that address rodent infestation so we would have to give a notice now that is different than the original notice and give them the ability to address the rodent issue.

Chris Coker said there are private nuisances. If there is a smell coming from a mushroom farm, which is a private nuisance.

Councilmember Iversen asked about the problem on 5<sup>th</sup> Street, which she is not familiar with and Chris Coker said it is not ringing a bell. He said if the public has a problem nuisances, the first contact is Josh Cooper. He is our ordinance employee that goes out and documents things.

Councilmember Amsbury said the house on 5<sup>th</sup> street is on his nuisance list.

Mayor Orffer said there is a nuisance form that is the first step for anyone that has a problem. Once it gets to the court, we have little control over the delays from covid. We can only do one step at a time and we will keep doing what we can do.

### **SPEED LIMIT DISCUSSION**

Mayor Orffer thinks this is a good discussion to go to our Public Safety Committee to research. Councilmember Huff provided links to studies he found. He has been hearing from people on adjusting the speed limits on Summit Road and Simpson Avenue. When we have tourist traffic during the summer months, the speed limit of 30 mph on Summit Road is dangerous to the lack of shoulder. He is strong believer of being proactive instead of reactive. He did research and looked at a study from the City of Seattle and they dropped their speed to 25 mph after their results. He also did a practice run going down the mentioned streets at 25 mph and it did not significantly increase the time it took but it does significantly increase the safety to the public.

Councilmember Iversen observed when they lowered the speed limit on Summit Road from 35 mph to 30 mph, it's extremely rare anyone does 30 mph. She wonders if changing the speed limit will make any difference and who decided to drop it originally to 30 mph. Todd said the city council requested it to the State DOT, who set the speed limits on Summit Road and Simpson. At that time they did an engineering study and found no reason to drop the speed limit to 30 mph because there were no issues or data to support it. They dropped it to 30 mph only because the city council asked for it.

Councilmember Amsbury asked if we have reached out to the state to see if they would do a joint partnership for sidewalks on Summit Road. She remembers we have discussed this in the past and wasn't sure what conversations have taken place. Todd said we have had several conversations with the state about sidewalks and they do not have the money and we are lacking in money. It is several million dollars just to do sections of it. She thought it could be a legislative ask now so ten years from now maybe they will fund it. You never know! Todd said the state bases all their stuff off their data and they have no data of crashes, pedestrians getting hit, or anything happening on Summit Road.

Councilmember Heller thinks dropping it to 25 mph would help with public safety considering this is a big ask and could take years to happen. Public safety is the first concern.

Councilmember Iversen asked Chief Blumer if he thinks lowering the speed limit will help and he said no, we are so proactive at patrolling that people are slowing down. Our officers pull people over that are ten miles over the speed limit, not five like people are claiming. She asked if we can put speed bumps on a highway and he said he doesn't think so.

Councilmember Huff is happy to work with Councilmember Heller on this and bring back a recommendation.

### **PERMISSIVE USE PERMIT**

We have a request for a permissive use permit for a fence in the city right of way. We do not see any issue with it and there is still a shoulder big enough for people to drive on it. **It was moved by Councilmember Iversen, seconded by Councilmember Amsbury to authorize the permissive use permit. Motion carried 5-0.**

### **COUNCIL MEETING SCHEDULE**

The council discussed the meeting schedule for the year. The agreed to meeting for two meetings for the months of February 10<sup>th</sup> and 24<sup>th</sup>, March 10<sup>th</sup> and 24<sup>th</sup>, , April 14<sup>th</sup> and 28<sup>th</sup>, May 12<sup>th</sup> and 26<sup>th</sup>, June 9<sup>th</sup>, July 14<sup>th</sup>, August 11<sup>th</sup>, September 8<sup>th</sup>, October 13<sup>th</sup> and 27<sup>th</sup>, November 10<sup>th</sup> and December 8<sup>th</sup>. Councilmember Amsbury thinks we should have two meetings in September so we have one more session for budget reviews so we are not so crunched with one meeting in November and December and we could do some preliminary reviews at that September meeting. Councilmember Iversen asked if we are going to have a strategic plan this year for when we do the budget as a council and Mayor Orffer said we can do that again and may have to be virtually. Councilmember Iversen suggested in the summer. Councilmember Heller is fine with Councilmember Amsbury's suggestion of having the second meeting in September and so is Councilmember Iversen. The finance committee meets before the first meeting of each month at 5:30 pm.

**Councilmember Iversen, seconded by Councilmember Heller to set the council meeting schedule for the year 2021 as follows: February 10<sup>th</sup> and 24<sup>th</sup>, March 10<sup>th</sup> and 24<sup>th</sup>, , April 14<sup>th</sup> and 28<sup>th</sup>, May 12<sup>th</sup> and 26<sup>th</sup>, June 9<sup>th</sup>, July 14<sup>th</sup>, August 11<sup>th</sup>, September 8<sup>th</sup> and 22<sup>nd</sup>, October 13<sup>th</sup> and 27<sup>th</sup>, November 10<sup>th</sup> and December 8<sup>th</sup>. Motion carried 5-0.**

Todd asked if we have a committee that goes over regulations and polices. Both Councilmember's Iversen and Amsbury are on it, but believe it is best to have other councilmembers on it since they are both on the finance committee. Wendy will prepare a list of committees for the next meeting for council's review.

### **MAYOR'S COVID-19 UPDATE**

The city continues to operate in an emergency operations and we are well stocked with PPE and sanitation. We check in with our departments bi-weekly and we are continuing to track financials. Guidance's keep changing and we encourage everyone to keep up on how it impacts your world and your business to assure you are maintaining compliance.

### **MAYOR'S UPDATE**

The Bear Festival contacted the city and is hosting a fund raiser with Queen Coral and Princes Taryn for Valentine's Day. They have online ordering for a candy bouquet they will deliver to your doorstep before Valentine's Day.

The McCleary School started back this week with pre-K to second grade.

The next meeting is February 10<sup>th</sup> and we will try to get the packet out by February 3<sup>rd</sup>.

Mayor Orffer revisited the hose tower discussion to address Councilmember Amsbury's question to make sure she didn't give any misinformation and she asked Todd Baun if the hose tower had since been demolished and he said it is still up there. We got down to the good wood and left it up there as much as possible, so basically it got half way torn down. Mayor Orffer wanted to make sure the repair was made in response to the leak that was happening at that time.

Chris Vessey would like the council to look into replacing the pickups and line truck. He would like to see the city hold off on the pickups but the line truck is very important to our city. It may not show wear by hours but it does by hours on the engine and the hydraulics and they wear out. Todd asked him if he was speaking about the bucket truck or the line truck and Chris was referring to the bucket truck. Todd said we already ordered a new one and it is being manufactured at this time.

Mayor Orffer wanted to address the software issue with Chris Vessey. At the last meeting, Todd had a meeting with the software company a few days after that meeting. For clarification, the software package that we purchased was approved in the budget for 2020. The proposal was brought to council and they were able to see what we were getting. What we purchased was all in that proposal. What we don't know is whether we will purchase ongoing support or customized reporting or templates or document types. We bought a software package that would accommodate what we think we need to supply our needs to digitize our many years and multiple file boxes full of paper into electronic files. We knew what we were buying when we bought it, but what we don't know is whether we will need ongoing support or customized information and tailoring of that software in the future, and if we do, that would also come back to council. We are not entirely able to determine if we need customizing until we actually have the software and implemented. She knows it's a difficult conversation to have and to explain when you are not part of a process. She did apologize to Council and Councilmember Amsbury that she did not get to see that before we sent the check, but we couldn't get to that place. There was no effort to sneak something in and get something that wasn't approved. She hopes it helps to clarify things.

Chris Vessey thanked her and stated he saw some hesitation in the council, which is why he brought it up and thanked her for her clarification. She has no problem providing inside information and answering questions, and that one she knew the answer to so she is happy to provide it. More information will be available as we move forward on the project. Todd put information on the screen to show what the project plan is that he discussed at his meeting.

#### **ADJOURNMENT**

**It was moved by Councilmember Iversen, seconded by Councilmember Heller to adjourn the meeting at 7:56 pm. The next City Council meeting will be held at 6:30 pm on February 10, 2021.**

To: Mayor and City Council  
 From: Josh Cooper  
 Date: February 3, 2021  
 Re: Building and Planning Department Activity.

**Permit Activity Totals for January 2021**

222 Cottonwood Court	New SFR	Total Fee - \$11,148.46
1597 North Summit Road	New SFR	Total Fee - \$ 10,300.29
501 East Bear Street	Excavation Permit	Total Fee - \$166.00
327 South 6 <sup>th</sup> Street	Mechanical Permit	Total Fee - \$76.65
New Homes Permitted for 2021 2	All Permits Issued for 2021 16	Total Fees Charged for \$21,815.60
New Homes Permitted for 2020 <b>16</b>	All Permits Issued for 2020 <b>131</b>	Total Fees Charged for 2020 <b>\$154,600.40</b>
New Homes Permitted for 2019 28	All Permits Issued for 2019 269	Total Fees Charged for 2019 \$378,456.40
New Homes Permitted for 2018 17	All Permits Issued for 2018 57	Total Fees Charged for 2018 \$212,089.41

**Nuisances for January:**

- **622 South Main St – 8.16.020 – Sent to PD on 1-21-2021**
- **327 South 5<sup>th</sup> St – 8.16.020 – Active, Given extension until 2-13-2021.**

**\*Anything that has not been officially reported will not be include.**

City of McCleary  
**STAFF REPORT**



<b>To:</b>	Mayor Orffer and City Councilmembers
<b>From:</b>	Wendy Collins, Clerk-Treasurer
<b>Date:</b>	February 10, 2021
<b>Department:</b>	Finance & Administration

The Finance Department continues working at full staff and everyone is healthy, with one employee continuing to work from home on Tuesdays and Thursdays.

An interview team interviewed police clerk candidates on February 1<sup>st</sup>. We interviewed four people for the position. It is always enjoyable to meet and talk with people who are interested in working for the city. It's unfortunate we only have one position.

The office staff is working on boxing up last year's documents and setting up new binders and files for 2021. We are very much looking forward to being able to scan these documents next year instead of boxing them up.

I completed the required OSHA Forms and online reporting for 2020. The process is evolving with new covid requirements and online reporting requirements. Thankfully, we have a very helpful contact who was kind and willing to offer assistance and direction.

All of you should have your W-2 forms from the city. If you haven't received it, please let me know and I can reprint them for you.

You will notice a change to the format of the minutes. Since we are modernizing our city council agenda, I thought it was a good time to update the format for the minutes. I hope you find it easier to read and the appearance more professional.

City Hall offices remain open from 8:00 am to 12:00 noon each day. For business outside of those hours, we are happy to assist by appointment.

The city will be closed on Monday, February 15<sup>th</sup> in honor of President's Day.

Have a Happy Valentine's Day, everyone!





City of McCleary  
**STAFF REPORT**



<b>To:</b>	Mayor Orffer and Council
<b>From:</b>	Paul Nott
<b>Date:</b>	1/19/2021
<b>Department:</b>	Light and Power

Hello All,

I am happy to report at this time all L&P staff is still healthy and reporting to work as assigned. At the present time we have all L&P staff reporting to work. We follow the COVID-19 Response Plan to ensure our team safety.

Since our last report we had to have a scheduled outage to cut over about 25 customers to the new substation.

We have also been working to on the alleyway re conductor and cut over just to the South of Simpson Ave.

The crew also removed a large danger tree located on the corner of Third St and Mommsen.

If you have any questions or concerns feel free to contact us.

Stay safe and healthy...

Paul



# McCleary Police Department

JANUARY 2021

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<u>Nature of Incident</u>	Total Incidents
911-Open Line	1
AUDIBLE ALARM	3
AGENCY ASSIST	16
ABUSE OF CHILDREN OR ADULTS	2
VEHICLE ACCIDENT WITH INJURIES	1
NON-INJURY VEH ACC NON-BLOCKIN	3
DETAILS UNKNOWN VEH ACC	2
ANIMAL PROBLEM	6
CITIZEN ASSIST	8
BURGLARY REPORT	3
BURGLARY IN PROGRESS	1
Civil Matter	3
CODE ENFORCEMENT VIOL	1
Orders Issued	1
DISABLED VEHICLE	2
DISORDERLY CONDUCT	2
DOMESTIC VIOLENCE ACT	1
DOMESTIC VIOLENCE ACT IN PROGR	3
EXTRA PATROL REQUEST	1
REPORT OF FRAUD/BLACKMAIL	1
FIRE OR AID RESPONDING TO INC	19
HARASSMENT REPORT	2
MALICIOUS MISCEIF	2
MOTORIST ASSIST	1
POLICE INFORMATION MESSAGE	19
RECKLESS ACT OR DRIVING	6
SILENT ALARM	1
CIVIL PAPER SERVICE	1
SHOP LIFT	1
SUBJECT STOP	6
SUSPICIOUS CIRCUMSTANCES	1
SUSPICIOUS PERSON	2
SUSPICIOUS VEHICLE	4
TRAFFIC STOP	92
TRAFFIC OFFENSE	1
TRESPASS	1
VOIDED INCIDENT	2
VEHICLE PROWL	2
VEHICLE THEFT	1
CHECK WELFARE	5
Warrant Service or Confirm	4

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Total reported

234

City of McCleary  
**STAFF REPORT**



<b>To:</b>	Mayor Orffer and Council Members
<b>From:</b>	Steve Randich
<b>Date:</b>	Feb 01,2021
<b>Department:</b>	Public Works

Mayor and Council,

I am happy to report that all personnel within the Public Works department are healthy and practicing safe social distancing at this time.

All personnel are aware that priority tasks are currently on an "as needed" basis. Meaning, any job that may come up will be evaluated for personnel required and only the amount required will respond to complete each task.

We have also created a schedule to clean and organize the department. Each day prior to going home we spend 45 minutes disinfecting the city vehicles and any equipment that has been used, along with wiping down all computers and cleaning our office. Currently we are busy trying to get caught up with the potholes around town and filling in gravel shoulders in the parking strips along our streets. We are also working on a sign inventory to get new signs up where needed. Along with addressing any storm water issue that may come up. We are trying to get some new catch basins installed around town but that is weather permitting. It is my hope that by taking these precautions we will be able to keep our crew safe and healthy. If you have any questions, comments or concerns please let me know.

Thank you,  
Steve

# City of McCleary

## STAFF REPORT



<b>To:</b>	Mayor Orffer and City Councilmembers
<b>From:</b>	Kevin Trehwella
<b>Date:</b>	1/04/2021
<b>Department:</b>	Water & Wastewater

Every once in a while people ask me how I know the water, in the City of McCleary, is safe to drink. I usually answer them by letting them know that we test the water for Fecal Coliform 3 times a month, year round. Fecal Coliform is the standard that is used as an indicator that there may be disease causing bacteria in the water. In my 7 years here we have never had a positive result for Fecal Coliform. This test and many of the other test we take are mandated by the State of Washington Department of Health.

Every year, in May, the City puts out a Consumer Confidence (CC) report, which goes out to every customer along with their bill. This CC is designed to inform all of our customers about our water.

If anyone is ever interested, they can go to City Hall and request a copy.

Also, we have a scope of work budget from Technical Systems Inc (TSI) for the Water Treatment Plant and the Wastewater Treatment Plant upgrades. TSI did the original software programming for the water plant and they have continued to be a valuable resource when we have had to additional changes in the software.

# TSI

Corporate Office 2303 196<sup>th</sup> Street SW Lynnwood, WA 98036 Tel 425.775.5696 [TSIcontrols.com](http://TSIcontrols.com)

### Scope Letter

Quote Number: 7764

**To: City of McCleary**

Project: McCleary System Updates

Technical Systems, Inc. (TSI) is pleased to provide a quote for the above referenced project. Material for this project will be shipped FOB Lynnwood WA, installed and programmed to provide a complete operational turnkey system. TSI's price does not include applicable taxes.

TSI's price for the scope of work is detailed below:

**Scope of Work**

1. Replace two Wonderware workstations, one at the plant and one at the pump station, with new computers. \$4,743.14
2. Install Ignition by Inductive Automation on the new computers and program SCADA in a redundant scheme. \$19,627.71
3. Programming of Ignition by combining the two existing applications and adding remote access. \$38,893.14
4. Add one analog output card to the pump station M340 PLC for remote flow paced control of speed for the three chemical dosing pumps. \$3,300.28
5. Programming of the pump station PLC for hardware changes. \$3,693.14
6. 40 Hours of electrical install. (budget only) \$6,142.59

**Budget: \$76,400.00**

**Phase 2:**

1. Replace Vendor DirectLogic 205 PLC with CompactLogix remote IO rack. \$18,551.36
2. Replace Vendor OIT using a Panel PC for Ignition and add all existing OIT functionality to Ignition. \$10,365.08

**Budget: \$ 28,916.44**

**Terms: Net 30**

**FOB: Lynnwood WA**

**Freight: Prepaid**

Please call me with any question you may have concerning pricing or any technical questions.

Sincerely,

**Brad Peistrup**

Technical Systems, Inc.

1-425-678-4170

**I am asking the City council to approve this request as soon as possible**



**City of McCleary**  
*Home of the McCleary Bear Festival*

## MEMORANDUM

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**TO:** Mayor Orffer  
**FROM:** Todd Baun  
**DATE:** February 3, 2021  
**SUBJECT:** Joint Aquifer Agreement

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I have reviewed the INTERLOCAL AGREEMENT BETWEEN GRAYS HARBOR COUNTY AND THE CITY OF MCCLEARY TO PROTECT AND MANAGE THE WILDCAT CREEK AQUIFER BY COORDINATING LAND USE DEVELOPMENT AND ESTABLISHING THE WILDCAT CREEK AQUIFER JOINT MANAGEMENT PROGRAM.

The City and County have improved coordination on several items outlined in the agreement. I have specifically outlined the agreement sections that we are in joint coordination on and items the City is specifically doing on its own.

Section A2- a.2 City provides guidance for developments, comprehensive plan changes, and rezones of land within the Aquifer boundaries and under County jurisdiction.

c- City has identified its urban services area in 2008 Water System Plan (WSP) and we are in process of updating the urban service area in our WSP update that is currently being performed.

B2- a- City encourages water conservation with information on website and information sent out to each resident in our consumer confidence report, which is sent out to all City of McCleary customers on an annual basis. We also track all usage and fix all known leaks in our system. We are currently at an annual average of 8.52% loss, which is below the 10% the Washington State Department of Drinking Water requires. We also have a water use efficiency program outlined in our current WSP and the update we are currently performing.

b- City requires all new building projects and some larger remodels to use low impact development techniques for stormwater and impervious runoff. These techniques allow infiltration of most (heavy storm events) precipitation into the ground.

c- City surface runoff in developments are piped to infiltration ponds, where water is collected and infiltrated into the ground over a period of time. Ponds are built with overflows in case of heavy rain/storm event and pond exceeds their holding capacity.

B3- a- Consumer confidence reports are sent out on an annual basis to all customers of the City of McCleary.

b- City has up-to-date list of contamination sites for chemicals as part of the Wellhead Protection Program in WSP.

c- Spill response plan is updated as part of the Wellhead Protection Program in WSP.

B4- We monitor our City wells water levels and recharge rates, and we test for contaminants and educate residents about our critical recharge area.

b-The City and County have not monitored the levels of Wildcat Creek downstream of the point where its three branches converge.

B5- The Mayor and City staff have reached out to GH County Commissioner and GH County staff to arrange a meeting to discuss the joint aquifer agreement.

B6- Jane Hewitt, GH Lead Planner, and Todd Baun, McCleary Director of Public Works, are lead staff for each entity.

B7- No work plan has been established since the adoption of this agreement.

B8- Currently, there is no work plan or progress to record.

B9- No funding has been applied for or specifically designated by the City since this agreement has been adopted.

I have attached the agreement to this memo for reference.



**INTERLOCAL AGREEMENT  
BETWEEN  
GRAYS HARBOR COUNTY AND THE CITY OF MCCLEARY  
TO  
PROTECT AND MANAGE THE WILDCAT CREEK AQUIFER  
BY  
COORDINATING LAND USE DEVELOPMENT  
AND  
ESTABLISHING THE WILDCAT CREEK AQUIFER  
JOINT MANAGEMENT PROGRAM**

THIS AGREEMENT is made and entered into this date by Grays Harbor County, a political subdivision of the State of Washington (hereinafter referred to as the "County,") and the City of McCleary, a code city, incorporated under the laws of the State of Washington (hereinafter referred to as the "City.")

WHEREAS, because of concerns about potential detrimental effects of land use development on the Wildcat Creek Aquifer, the County Board of Commissioners declared a six-month emergency moratorium on development on land above the Aquifer by adopting Ordinance 357 on February 12, 2007; and,

WHEREAS, the County subsequently extended the moratorium three times by adopting Ordinances 366, 369, and 375; and

WHEREAS, during the moratorium the County, the City, and the Washington State Department of Health and the Department of Community, Trade and Economic Development financed studies of the Wildcat Creek Aquifer area's hydrogeology and of regulatory alternatives; and

WHEREAS, key findings of these hydrogeologic studies are that: (1) Wildcat Creek Aquifer is the only practical water supply for several hundred individual domestic wells and six public water systems, including the City's; (2) the Aquifer serves as a naturally replenishing reservoir; (3) local soils and geologic deposits are relatively permeable, enabling potential transmission of contaminants to the Aquifer; (4) Aquifer management will always be characterized by uncertainty and, therefore, should allow for a margin of safety; and (5) management is further complicated by fragmented land ownership and the several governmental jurisdictions, unlike a municipal watershed under single ownership and management; and

WHEREAS, based on these hydrogeologic studies, the County established critical aquifer recharge areas around each public water system well in the Wildcat Creek Aquifer by amending Grays Harbor County Code 17.56.180 and affirmed the appropriateness of the existing Grays Harbor County Comprehensive Plan Rural Lands Element policies and zoning designations for low-density land use above the Aquifer, Ordinance 377 adopted October 6, 2008; and,

WHEREAS, the County found that these two actions plus ongoing collaboration with the City on a joint management program for the Aquifer constituted a three-part strategy that eliminated the emergency condition on which the development moratorium was based; and,

WHEREAS, based on this three-part strategy the County canceled the moratorium under Ordinance 378 on October 6, 2008; and

WHEREAS, the County Comprehensive Plan's Community Plan Coordination Element encourages city comprehensive plans to designate Urban Services Areas and also encourages the coordination and integration of county and city development plans, programs, and policies; and

WHEREAS, the County and City wish to enter into an Interlocal Agreement for coordinating land use development and joint management of the aquifer;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and County agree as follows:

## SECTION A. LAND USE COORDINATION

### **Section A1. The Wildcat Creek Aquifer—An Area of High Natural Resource Value.**

The Rural Lands Element of the County's Comprehensive Plan sets forth objectives and policies for a low-density mix of forestry, agriculture, and lot sizes of five acres or more. Under certain conditions lot sizes smaller than five acres may also be created. However, the County Plan states that such smaller lot sizes are to be avoided in "areas of high natural resource values." (Grays Harbor County, *Rural Lands Study, Part Two: Recommendations*, July 1982. Policies for the Rural Residential Area, 2.1, policy (f) under "Areas to be avoided by this designation, page 5; and policy (e) under R-1 and R-2 Zones, page 14.)

The County and City recognize that the Wildcat Creek Aquifer is an "area of high natural resource value," as stated in the County Comprehensive Plan. Therefore, rezones that would allow the subdivision of land into lots smaller than five acres should be avoided on land located on top of the Aquifer. The County and City recognize that additional lots smaller than five acres may be subdivided within areas under County jurisdiction that are already zoned RR and R2, if developed in accordance with County Code. The City and County also recognize that property within the City that overlies the Aquifer may also be developed in accordance with existing zoning, provided that such development is served by City water and sewer.

**Section A2. Transition and Coordination Policy.**

- a. The purposes of this policy are:
1. to improve County-City Coordination for land use under County jurisdiction within the Aquifer boundaries in accordance with the Grays Harbor County Comprehensive Plan Rural Lands Community Plan Coordination Element; and
  2. to provide guidance for development, comprehensive plan changes, and rezones of land within the Aquifer boundaries and under County jurisdiction that, as growth occurs, is anticipated to become part of the City.
- b. In addition to improved coordination, the intent of this policy is that development or rezones that occur on land presently under County jurisdiction, which will need City services, be located, designed, and developed so that the City can provide such services economically. While it is City policy to provide services, including water and sewer, within City boundaries, such services can be extended outside of City boundaries based on conditions expressly stating that the area will be annexed in the future (e.g. signed annexation covenants) and the cost of services are economically feasible for the City.
- c. Following adoption of this Interlocal agreement, the City will identify its Urban Services Area. The term “urban services area” is from Grays Harbor County, *Rural Lands Study, Part Two: Recommendations*, Policy 9 of the Community Plan Coordination Element, page 31. The term is also commonly known as “urban growth area.” An urban services area – or urban growth area – is land that the City recognizes may, at some stage, be subject to consideration for annexation and/or provision of City utility services, whether within the City or while in the County.
- d. For purposes of this policy, land within Aquifer boundaries that is under County jurisdiction is understood to be of three types of areas:
1. Type A refers to the City’s wellhead protection area, which is also designated as a Critical Aquifer Recharge Area under the County’s Critical Areas Ordinance.
  2. Type B refers to areas that the City has designated as its Urban Services Area.
  3. Type C refers to all other areas within Aquifer boundaries that are under County jurisdiction.
- e. The City Planning Commission shall review, and report to the City Council, all policy change proposals for County Comprehensive Plan and rezones that are proposed for Type A and Type B areas. The City Council shall review the Planning Commission recommendations and submit City recommendations to the County.

- f. City staff shall review all County Comprehensive Plan changes and rezone applications that are proposed for Type C areas. City staff shall also review all subdivision, conditional shoreline substantial development, recreational vehicle park, mobile home park conditional land use and surface excavation development applications proposed for all Type A, Type B, and Type C areas.
- g. If, during the interim period between adoption of this Interlocal Agreement and the City's designation of its Urban Services Area, the County receives either a pre-application or an application for a Comprehensive Plan change, rezone, or development for land within the Aquifer, the County and the City will seek to agree on guidance concerning the proposal that is consistent with the intent of this section. Such guidance shall be for use by the County during its review process. The County retains all decision-making authority over applications for Comprehensive Plan changes, rezones, and land development within County jurisdiction.
- h. Any agreement reached by the City and the County under this section shall include appropriate provision for filing notice of a proposed action in compliance with Chapter 36.93 RCW, if applicable, with the Grays Harbor County Boundary Review Board.

**Section A3. Extension of City water and sewer to existing R-2 Zones.**

Several areas adjacent to the City and above the Aquifer are zoned R2. They are located south and west of Highway 108 on the west end of the City and in the vicinity of Lynch and Larson Roads, immediately north of the City. Although the County's R2 zone allows lots small enough to make municipal water and sewer more economical to provide than would the RR zone, most lots in the two existing R2 areas have already been platted at lot sizes that are not efficient for provision of City services. (See map.)

The City and County will seek means for providing existing R-2 zones with City services, including joint applications for grants. Any such provision of City services would be conditioned by an annexation covenant.

**SECTION B. WILDCAT CREEK AQUIFER  
JOINT MANAGEMENT PROGRAM**

**Section B1. Establishing the Wildcat Creek Aquifer Joint Management Program.**

The County and City hereby establish the Wildcat Creek Aquifer Joint Management Program.

**Section B2. Maximizing the quantity of groundwater.**

The County and City agree:

- a. To encourage water conservation.
- b. Where appropriate, to use low impact development techniques that increase infiltration of precipitation to groundwater.

- c. To manage City and County surface runoff to return precipitation to the aquifer rather than send it downstream.

**Section B3. Minimize the transmission of contaminants to the aquifer.**

The County and City agree:

- a. To educate residents about the responsibilities of living above the water supply.
- b. To update the list of potential contamination sites for chemicals.
- c. To review and, where necessary, update spill response plans.
- d. To examine their respective zoning ordinances to determine whether such ordinances allow or condition uses that are too risky to locate on top of a water supply reservoir. The intent here is strike the right balance between allowing uses whose risks can be eliminated through cost-effective regulation and prohibiting those uses that cannot. After completing these reviews the County and City will specify which uses shall require a hydrogeologic assessment by a licensed hydrogeologist. The County and City shall each make its own determination, and neither shall require joint concurrence.

**Section B4. Learn more about the Aquifer.**

Much can be learned at a fairly reasonable cost about the Aquifer, even though the impossibility of ever obtaining a complete and detailed picture of the Aquifer's below-ground variations means that land use decisions will always entail uncertainty. Monitoring streamflows can refine estimates of safe yield. Monitoring a sample of wells over time can build a database and can alert residents and the two governments to problems with groundwater quality. The County monitored a sample of private wells in 2008 and did not detect evidence of contamination. The databases established through both monitoring programs can aid future decision making. Therefore, the County and City agree:

- a. Additional monitoring of private wells: If the County and City decide that additional monitoring of private wells is necessary, they shall agree on a monitoring program and designate funds for its operation.
- b. To monitor the level of Wildcat Creek downstream of the point where its three branches converge.
- c. To build an ongoing record of monitoring results to aid future decision making.

**Section B5. Responsibility**

The McCleary City Council and the Grays Harbor County Board of Commissioners shall be responsible for the Wildcat Creek Aquifer Joint Management Program. No new or separate legal or administrative entity is created to administer the provisions of this

agreement. The Lead Staff specified in Section B6 shall jointly administer the undertakings of the parties under this agreement.

**Section B6. Lead Staff**

Each government shall designate a lead staff person for the Joint Management Program. For Grays Harbor County the lead shall be the Deputy Director of the Community Development Department. For the City of McCleary the lead shall be the City Administrator. The designations are the presumptive designations unless the County Board of Commissioners changes the County's designation, or the City Mayor and Council change the City's designation.

**Section B7. Work Plan**

The lead staff persons shall be responsible for preparing an annual work plan. The first work plan shall be prepared within 30 days after this interlocal agreement takes effect. Subsequent work plans shall be prepared by July 1 of each year. The County Board of Commissioners and the City Council shall approve work plans.

**Section B8. Record Keeping and Reporting**

The two governments will keep records of progress on the work plan in at least one location and post updates on the County's website. At least once per year the lead staff members for the County and City will jointly update the Board of Commissioners and the City Council at their regularly scheduled public meetings.

**Section B9. Funding**

The two governments may apply jointly for funding to carry out the aquifer management program. If expected or actual funding is withdrawn, reduced or limited in any way for work planned under this agreement or in any amendment hereto, the parties are not obligated to perform the unfunded task until funds become available.

**Section B10. Duration of Agreement and Termination**

This agreement shall be deemed to have commenced and become effective on such date as both the County and the City have executed it, and it shall continue in effect indefinitely until terminated by agreement of both parties, or by written notice given by one party to the other at least one year prior to the date of such termination.

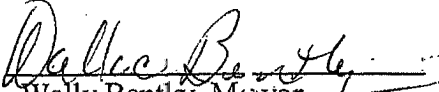
**Section B11. Amendments**

Any amendment to this agreement shall only be as specifically authorized by the Board of County Commissioners and the City Council of the City of McCleary, and shall be in writing.


NOW THEREFORE BE IT JOINTLY RESOLVED BY THE CITY OF MCCLEARY AND THE BOARD OF COUNTY COMMISSIONERS FOR GRAYS HARBOR COUNTY that the Interlocal Agreement to Protect and Manage the Wildcat Creek Aquifer and establish a joint management program is hereby accepted and adopted this 6<sup>th</sup> day of October, 2009.

City of McCleary

Board of County Commissioners  
Grays Harbor County Washington

  
Wally Bentley, Mayor


  
Mike Wilson, Chair


  
Albert A. Carter, District 3

  
Terry L. Willis, District 1

Attest:

Attest:

  
Wendy Collins, Clerk-Treasurer

  
Donna Caton, Clerk of the Board



City of McCleary

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## Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: February 4, 2021- For February 10<sup>th</sup> Council Meeting

Subject: TSI Agreement

### RECOMMENDATION

Please authorize the Mayor to sign the agreement with TSI

### BACKGROUND

Earlier this year, the City released Request for Proposals (RFP) from qualified firms to provide hardware and software technology upgrades at the treatment plant. We received 1 proposal Technical Systems Inc. (TSI) to complete the work. In Kevin's report, there is a more detailed scope of work that will be attached to the contract. We have provided a draft contract for review and hope to have the final ready to sign by the council meeting.



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**AGC DOCUMENT NO. 415**  
**STANDARD FORM OF DESIGN-BUILD**  
**AGREEMENT AND GENERAL CONDITIONS**  
**BETWEEN OWNER AND DESIGN-BUILDER**  
**(Where the Basis of Payment is a Lump Sum Based on an**  
**Owner's Program Including Schematic Design Documents)**

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*This standard form agreement was developed with the advice and cooperation of the AGC Private Industry Advisory Council, a number of Fortune 500 owners' design and construction managers who have been meeting with AGC contractors to discuss issues of mutual concern. AGC gratefully acknowledges the contributions of these owners' staff who participated in this effort to produce a basic agreement for construction.*

**TABLE OF ARTICLES**

1. AGREEMENT
2. GENERAL PROVISIONS
3. DESIGN-BUILDER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. CONTRACT TIME
7. CONTRACT PRICE
8. CHANGES IN THE WORK
9. PAYMENT
10. INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION
11. SUSPENSION AND TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES
12. DISPUTE RESOLUTION
13. MISCELLANEOUS PROVISIONS
14. EXISTING CONTRACT DOCUMENTS

<p>This Agreement has important legal and insurance consequences. Consultation with an attorney and an insurance consultant is encouraged with respect to its completion or modification.</p>
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**AGC DOCUMENT NO. 415**  
**STANDARD FORM OF DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS**  
**BETWEEN OWNER AND DESIGN-BUILDER**  
**(Where the Basis of Payment is a Lump Sum Based on an**  
**Owner's Program Including Schematic Design Documents)**

**ARTICLE 1**  
**AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_, by and between the

**OWNER**  
(Name and Address)

and the  
**DESIGN-BUILDER**  
(Name and Address)

for services in connection with the following  
**PROJECT**  
(Name, location and brief description)

**Notice to the parties shall be given at the above addresses.**

## ARTICLE 2

### GENERAL PROVISIONS

**2.1 TEAM RELATIONSHIP** The Owner and the Design-Builder agree to proceed with the Project on the basis of trust, good faith and fair dealing. The Design-Builder agrees to procure the architectural and engineering services set forth below, and to furnish construction and administration of the Work.

**2.2 ARCHITECT/ENGINEER** Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, or as permitted by the law of the state where the Project is located. The standard of care for architectural and engineering services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time and locality. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured and payments shall be made pursuant to a separate agreement between the Design-Builder and the Architect/Engineer. The Architect/Engineer for the Project is \_\_\_\_\_.

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**2.3 EXTENT OF AGREEMENT** This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Owner and the Design-Builder agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision is for the exclusive benefit of the Owner and the Design-Builder and not for the benefit of any third party nor any third party beneficiary, except to the extent expressly provided in the Agreement.

### 2.4 DEFINITIONS

1. The *Contract Documents* consist of:
  - a. Change Orders and written amendments to this Agreement including exhibits and appendices, signed by both the Owner and Design-Builder;
  - b. this Agreement, except for the existing Contract Documents set forth in item e below;
  - c. the most current Documents approved by the Owner pursuant to Paragraph 3.1;
  - d. the information provided by the Owner pursuant to Clause 4.1.2.1;
  - e. the Contract Documents in existence at the time of this Agreement which are set forth in Article 14;
  - f. the Owner's Program provided pursuant to Subparagraph 4.1.1.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2. The term *day* shall mean calendar day unless otherwise specifically defined.
3. *Defective Work* is any portion of the Work not in conformance with the Contract Documents as more fully described in Paragraph 3.8.
4. *Final Completion* Occurs on the date when the Design-Builder's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.

5. *A Material Supplier* is a party or entity retained by the Design Builder to provide material and equipment for the Work.
6. *Others* means other contractors and all persons at the Worksite who are not employed by Design-Builder, its Subcontractors or Material Suppliers.
7. The *Owner* is the person or entity identified as such in this Agreement and includes the Owner's Representative.
8. The *Owner's Program* is a description of the Owner's objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Schematic Design Documents which shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale and their relationship to the Worksite.
9. The *Project*, as identified in Article 1, is the building, facility and/or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Owner or Others.
10. A *Subcontractor* is a party or entity retained by the Design-Builder as an independent contractor to provide the on site labor, materials, equipment and/or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the Owner or any separate contractor's subcontractors.
11. *Substantial Completion of the Work*, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, in accordance with Paragraph 9.4. The issuance of a Certificate of Occupancy is not a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Design-Builder. The certificate shall state the respective responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work, and insurance. The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction within the timeframe, if any, established in Subparagraph 6.2.1 for the Date of Final Completion.
12. A *Subcontractor* is a party or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.
13. The *Work* is the Design Services procured in accordance with Paragraph 3.1, the Construction Services provided in accordance with Paragraph 3.2, Additional Services in accordance with Paragraph 3.10, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.
14. *Worksite* means the geographical area at the location mentioned in Article 1 where the Work is to be performed.

### **ARTICLE 3**

#### **DESIGN-BUILDER'S RESPONSIBILITIES**

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Owner's Program. The Design-Builder shall exercise reasonable skill and judgement in the performance of the Work.

**3.1 DESIGN SERVICES** Pursuant to a mutually agreeable schedule, the Design-Builder shall submit for the Owner's written approval, as applicable. Design Development Documents and/or Construction Documents, based on the Contract Documents in existence at the time of the execution of this Agreement or any further development of Contract Documents that have been approved in writing by the Owner.

**3.1.1** If required, the Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Design Development Documents approved by the Owner shall result in a Change Order pursuant to Article 8 adjusting the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion.

**3.1.2** The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws or regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Construction Documents approved by the Owner shall result in a Change Order pursuant to Article 8 adjusting the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion. Construction shall be in accordance with the approved Construction Documents. One set of these documents shall be furnished to the Owner prior to commencement of construction.

**3.1.3 OWNERSHIP OF DOCUMENTS** Upon the making of payment pursuant to Paragraph 9.5, the Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information prepared, provided or procured by the Design-Builder, its Architect/Engineer, Subcontractors and consultants and distributed to the Owner for this Project. ("Design-Build Documents")

1. If this Agreement is terminated pursuant to Paragraph 11.2, the Owner shall receive ownership of the property rights, except for copyrights, of the Design-Build Documents upon payment for all Work performed in accordance with this Agreement, at which time the Owner shall have the right to use, reproduce and make derivative works from the Design-Build Documents to complete the Work.
2. If this Agreement is terminated pursuant to Paragraph 11.3, the Owner shall receive ownership of the property rights, except for copyrights, of the Design-Build Documents, upon payment of all sums provided in Paragraph 11.3, at which time the Owner shall have the right to use, reproduce and make derivative works from the Design-Build Documents to complete the Work.
3. The Owner may use, reproduce and make derivative works from the Design-Build Documents for subsequent renovation and remodeling of the Work, but shall not use, reproduce and make derivative works from the Design-Build Documents for other Projects without the written authorization of the Design-Builder, who shall not unreasonably withhold consent.
4. The Owner's use of the Design-Build Documents without the Design-Builder's involvement or on other projects is at the Owner's sole risk, except for the Design-Builder's indemnification obligation pursuant to Paragraph 3.6, and the Owner shall defend, indemnify and hold harmless the Design-Builder, its Architect/Engineer, Subcontractors and consultants, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from the Owner's use of the Design-Build Documents.

5. The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants property rights and rights of use that correspond to the rights given by the Design-Builder to the Owner in this Agreement.

### **3.2 CONSTRUCTION SERVICES**

**3.2.1** Construction will commence upon the issuance by the Owner of a written notice to proceed.

**3.2.2** In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools and subcontracted items.

**3.2.3** The Design-Builder shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work.

**3.2.4** The Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from the Owner. It shall be revised as required by the conditions of the Work.

**3.2.5** The Design-Builder shall obtain and the Owner shall pay, in addition to the Contract Price, for the building permits necessary for the construction of the Project.

**3.2.6** The Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to Change Order work performed on the basis of actual cost. The Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

**3.2.7** The Design-Builder shall provide periodic written reports to the Owner on the progress of the Work in such detail as is required by the Owner and as agreed to by the Owner and Design-Builder.

**3.2.8** The Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

**3.2.9** The Design-Builder shall prepare and submit to the Owner

Final marked up as-built drawings

Updated electronic data

(cross-out one of the above)

in general documenting how the various elements of the Work including changes were actually constructed or installed, or as defined by the parties by attachment to this Agreement.

**3.3 SCHEDULE OF THE WORK** The Design-Builder shall prepare and submit a Schedule of Work for the Owner's acceptance and written approval as to milestone dates. This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Owner. The Schedule shall be revised as required by the conditions of the Work.

### **3.4 SAFETY OF PERSONS AND PROPERTY**

**3.4.1 SAFETY PRECAUTIONS AND PROGRAMS** The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this Paragraph

establish the responsibility for safety between the Owner and the Design-Builder, they do not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

**3.4.2** The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

1. its employees and other persons at the Worksite
2. materials, supplies and equipment stored at the Worksite for use in performance of the Work; and
3. the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

**3.4.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE** The Design-Builder shall designate an individual at the Worksite in the employ of the Design-Builder who shall act as the Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Design-Builder in writing to the Owner, the designated safety representative shall be the Design-Builder's project superintendent. The Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to the Owner. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Owner.

**3.4.4** The Design-Builder shall provide the Owner with copies of all notices required of the Design-Builder by law or regulation. The Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

**3.4.5** Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Owner or Others and not to the Design-Builder shall be promptly remedied by the Owner.

**3.4.6** If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Design-Builder does not adopt corrective measures, the Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. The Design-Builder agrees to make no claim for damages, for an adjustment in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion based on the Design-Builder's compliance with the Owner's reasonable request.

### **3.5 HAZARDOUS MATERIAL**

**3.5.1** A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up. The Design-Builder shall not be obligated to commence or continue Work until all known or suspected Hazardous Material discovered at the Project site has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

**3.5.2** If after the commencement of the Work, known or suspected Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Owner and, if required, the government agency with jurisdiction.

**3.5.3** The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

**3.5.4** The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work of the Design-Builder. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

**3.5.5** If the Design-Builder incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price and/or the date of Substantial Completion.

**3.5.6** Provided the Design-Builder, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, have not, acting under their own authority, knowingly entered upon any portion of the Work containing Hazardous Materials, and to the extent not caused by the negligent acts or omissions of the Design-Builder, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, the Owner shall defend, indemnify and hold harmless the Design-Builder, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, from and against any and all direct claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or relating to the performance of the Work in any area affected by Hazardous Material. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the Owner.

**3.5.7** Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Owner or Others, shall be maintained at the Project by the Design-Builder and made available to the Owner and Subcontractors.

**3.5.8** During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon the issuance of the Certificate of Substantial Completion, the Owner shall be responsible under this Paragraph for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

**3.5.9** The terms of this Paragraph 3.5 shall survive the completion of the Work under this Agreement and/or any termination of this Agreement.

**3.6 ROYALTIES, PATENTS AND COPYRIGHTS** The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Design-Builder harmless from all suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner.

**3.7 TAX EXEMPTION** If in accordance with the Owner's direction the Design-Builder claims an exemption for taxes, the Owner shall defend, indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine tax assessment, attorneys fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Owner's direction.

### **3.8 WARRANTIES AND COMPLETION**

**3.8.1** The Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of



a designated portion. The Design-Builder agrees to correct all construction performed under this Agreement which proves to be defective in workmanship or materials within a period of one year from the date of Substantial Completion as set forth in Paragraph 6.2 or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

**3.8.2** To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems or materials incorporated in the Work are specified by the Owner but purchased by the Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by the Design-Builder, the Design-Builder shall assist the Owner in pursuing warranty claims. **ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

**3.8.3** The Design-Builder shall secure required certificates of inspection, testing or approval and deliver them to the Owner.

**3.8.4** The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Owner in a format directed by the Owner.

**3.8.5** With the assistance of the Owner's maintenance personnel, the Design-Builder shall direct the checkout of utilities and start up operations, and adjusting and balancing of systems and equipment for readiness.

**3.9 CONFIDENTIALITY** The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and the Architect/Engineer as is necessary for the performance of the Work, or use for its own benefit any of the Owner's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Owner shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement.

**3.10 ADDITIONAL SERVICES** The Design-Builder shall provide or procure the following Additional Services upon the request of the Owner. A written agreement between the Owner and Design-Builder shall define the extent of such Additional Services. Such Additional Services shall be considered a Change in the Work, unless they are specifically included in Article 14.

1. Development of the Owner's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
2. Consultations, negotiations, and documentation supporting the procurement of Project financing.
3. Surveys, site evaluations, legal descriptions and aerial photographs.
4. Appraisals of existing equipment, existing properties, new equipment and developed properties.
5. Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.
6. Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.
7. Investigation or making measured drawings of existing conditions or the verification of Owner-provided drawings and information.
8. Artistic renderings, models and mockups of the Project or any part of the Project or the Work.

9. Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Work.
10. Interior design and related services including procurement and placement of furniture, furnishings, artwork and decorations.
11. Making revisions to design documents after they have been approved by the Owner when revisions are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Sub-subcontractors or the Architect/Engineer.
12. Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained, or work to be performed, by the Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of this Agreement.
13. Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.
14. The premium portion of overtime work ordered by the Owner including productivity impact costs, other than that required by the Design-Builder to maintain the Schedule of Work.
15. Out-of-town travel by the Architect/Engineer in connection with the Work, except between the Architect/Engineer's office, Design-Builder's office, Owner's office and the Project site.
16. Obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial start up.
17. Services for tenant or rental spaces not a part of this Agreement.
18. Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which normally part of generally accepted design and construction practice.
19. Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.
20. Document reproduction exceeding the limits provided for in this Agreement.

**3.11 DESIGN-BUILDER'S REPRESENTATIVE** The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is \_\_\_\_\_.

## **ARTICLE 4**

### **OWNER'S RESPONSIBILITIES**

#### **4.1 INFORMATION AND SERVICES PROVIDED BY OWNER**

**4.1.1** The Owner shall provide full information in a timely manner regarding requirements for the Project, including the Owner's Program and other relevant information.

**4.1.2** The Owner shall provide:

1. all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
2. inspection and testing services during construction as required by law or as mutually agreed; and
3. unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

**4.1.3** The Owner shall provide reasonable evidence satisfactory to the Design-Builder, prior to commencing the Work and during the progress of the Work, that sufficient funds are available and committed for the entire cost of the Project, including an allowance for changes in the Work as may be approved in the course of the Work. Unless such reasonable evidence is provided, the Design-Builder shall not be required to commence or continue the Work. The Design-Builder may stop Work after seven (7) days' written notice to the Owner if such evidence is not presented within a reasonable time. The failure of the Design-Builder to insist upon the providing of this evidence at any one time shall not be a waiver of the Owner's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of the Design-Builder's right to request or insist that such evidence be provided at a later date.

**4.1.4** The Design-Builder shall be entitled to rely on the completeness and accuracy of the information and services required by this Paragraph 4.1.

**4.2 RESPONSIBILITIES DURING DESIGN**

**4.2.1** The Owner shall review and approve further development of the drawings and specifications as set forth in Article 3.

**4.3 RESPONSIBILITIES DURING CONSTRUCTION**

**4.3.1** The Owner shall review the Schedule of Work as set forth in Paragraph 3.3, timely approve milestone dates set forth and timely respond to its obligations.

**4.3.2** If the Owner becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give prompt written notice to the Design-Builder.

**4.3.3** The Owner shall communicate with the Design-Builder's Subcontractors, suppliers and Architect/Engineer only through or in the presence of the Design-Builder. The Owner shall have no contractual obligations to Subcontractors, suppliers, or the Architect/Engineer.

**4.3.4** The Owner shall provide insurance for the Project as provided in Article 10.

**4.4 OWNER'S REPRESENTATIVE** The Owner's representative is \_\_\_\_\_.

The representative:

1. shall be fully acquainted with the Project;
2. agrees to furnish the information and services required of the Owner pursuant to Paragraph 4.1 so as not to delay the Design-Builder's Work; and
3. shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Design-Builder in writing in advance.

## ARTICLE 5

### SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer.

**5.1 RETAINING SUBCONTRACTORS** The Design-Builder shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection, provided that the Owner agrees to increase the Contract Price for any additional costs incurred by the Design-Builder as a result of such objection. The Owner may propose subcontractors to be considered by the Design-Builder. The Design-Builder shall not be required to retain any subcontractor to whom the Design-Builder has a reasonable objection.

**5.2 MANAGEMENT OF SUBCONTRACTORS** The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work.

**5.3 ASSIGNMENT OF SUBCONTRACT AGREEMENTS** The Design-Builder shall provide for assignment of subcontract agreements in the event that the Owner terminates this Agreement for cause as provided in Paragraph 11.2. Following such termination, the Owner shall notify in writing those subcontractors whose assignments will be accepted, subject to the rights of sureties.

**5.4 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS** The Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's and Material Supplier's portions of the Work.

**5.5 LABOR RELATIONS** (Insert here or attach as exhibit as necessary any conditions, obligations or requirements relative to labor relations and their effect on the Project. Legal counsel is recommended.)

## ARTICLE 6

### CONTRACT TIME

**6.1 DATE OF COMMENCEMENT** The Date of Commencement is the effective date of this Agreement as first written in Article 1 unless otherwise set forth below: (Insert here any special provisions concerning Notices to Proceed and the Date of Commencement.)

The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

### 6.2 SUBSTANTIAL COMPLETION/FINAL COMPLETION

**6.2.1** Substantial Completion of the Work shall be achieved in \_\_\_\_\_ days from the Date of Commencement. Unless otherwise specified, the Work shall be finally complete within \_\_\_\_\_ days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

**6.2.2** Time limits stated in the Contract Documents are of the essence.

**6.2.3** The Date of Final Completion of the Work is \_\_\_\_\_ or within \_\_\_\_\_ (\_\_\_\_\_) days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

**6.2.4** Unless instructed by the Owner in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder or the Owner.

**6.3 DELAYS IN THE WORK**

**6.3.1** If causes beyond the Design-Builder's control delay the commencement or progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner preventing the Design-Builder from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of the Design-Builder, Subcontractors, Sub-subcontractors, Material Suppliers or the Architect/Engineer.

**6.3.2** To the extent a delay in the progress of the Work is caused by adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, general labor disputes impacting the Project but not specifically related to the Worksite, governmental agencies, or unavoidable accidents or circumstances, the Design-Builder shall only be entitled to its actual costs without fee and an extension of the date of Substantial Completion and/or the Date of Final Completion.

**6.3.3** In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

**ARTICLE 7**

**CONTRACT PRICE**

The Contract Price is \_\_\_\_\_, subject to adjustment in accordance with the provisions of Article 8.

**ARTICLE 8**

**CHANGES IN THE WORK**

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Work Change Directive, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

**8.1 CHANGE ORDERS**

**8.1.1** The Design-Builder may request and/or the Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and shall be performed under the applicable conditions of the Contract Documents. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design Services.

**8.1.2** The Owner and the Design-Builder shall negotiate in good faith an appropriate adjustment to Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion shall not be unreasonably withheld.

**8.2 WORK CHANGE DIRECTIVES**

**8.2.1** The Owner may issue a written Work Change Directive directing a change in the Work prior to reaching agreement with the Design-Builder on the adjustment, if any, in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate, the compensation for Design Services.

**8.2.2** The Owner and the Design-Builder shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate the compensation for Design Services, arising out of Work Change Directives. As the changed work is completed, the Design-Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the Work Change Directive. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment and shall be paid by Owner.

**8.2.3** If the Owner and the Design-Builder agree upon the adjustments in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate the compensation for Design Services, for a change in the Work directed by a Work Change Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Change Directives issued since the last Change Order.

### **8.3 MINOR CHANGES IN THE WORK**

**8.3.1** Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

**8.3.2** Design-Builder shall promptly inform the Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by the Design-Builder.

### **8.4 DETERMINATION OF COST**

**8.4.1** An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

1. unit prices set forth in this Agreement or as subsequently agreed;
2. a mutually accepted, itemized lump sum; or
3. if an increase or decrease cannot be agreed to as set forth in Clause 8.4.1.1 or 8.4.1.2 and the Owner issues a written order for the Design-Builder to proceed with the change, the adjustment in the Contract Price shall be determined by the reasonable expense and savings of the performance of the Work resulting from the change. If there is a net increase in the Contract Price, a reasonable adjustment shall be made in the Design-Builder's overhead and profit. In the case of a net decrease in cost, the amount of decrease in the Contract Price will not include a reduction in overhead and profit. The Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings.

**8.4.2** If unit prices are indicated in the Contract Documents or are subsequently agreed to by the parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Design-Builder, such unit prices shall be equitably adjusted.

**8.4.3** If the Owner and the Design-Builder disagree as to whether work required by the Owner is within the scope of the Work, the Design-Builder shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations. If the Owner issues a written order for the Design-

Builder to proceed, the Design-Builder shall perform the disputed work and the Owner shall pay the Design-Builder fifty percent (50%) of its estimated cost to perform the work. In such event, both parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. The Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

**8.5 UNKNOWN CONDITIONS** If in the performance of the Work the Design-Builder finds latent, concealed or subsurface physical conditions which materially differ from the conditions the Design-Builder reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, then the Contract Price and/or the date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed. Design-Builder shall provide Owner with written notice within the time period set forth in Paragraph 8.6.

**8.6 CLAIMS FOR ADDITIONAL COST OR TIME** For any claim for an increase in the Contract Price and/or an extension in the Date of Substantial Completion and/or the Date of Final Completion, the Design-Builder shall give the Owner written notice of the claim within twenty-one (21) days after the occurrence giving rise to the claim or within twenty-one (21) days after the Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within twenty-one (21) days after the decision is made not to proceed. Any change in Contract Price and/or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

**8.7 EMERGENCIES** In any emergency affecting the safety of persons and/or property, the Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or extension of the Date of Substantial Completion and/or the Date of Final Completion on account of emergency work shall be determined as provided in this Article.

**8.8 CHANGES IN LAW** In the event any changes in laws or regulations affecting the performance of the Work are enacted after the date of this Agreement, the Contract Price and the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate the compensation for Design Services, shall be equitably adjusted by Change Order.

## ARTICLE 9

### PAYMENT

#### 9.1 PROGRESS PAYMENTS

**9.1.1** Prior to submitting the first application for payment, the Design-Builder shall provide a Schedule of Values satisfactory to the Owner, consisting of a breakdown of the Contract Price, with a separate line item for Design Services.

**9.1.2** On or before the \_\_\_\_\_ day of each month after the Work has commenced, the Design-Builder shall submit to the Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by the Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by the Design-Builder of bills of sale and applicable insurance or such other procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise to protect the Owner's interest including transportation to the site.

**9.1.3** Within ten (10) days after receipt of each monthly application for payment, the Owner shall give written notice to the Design-Builder of the Owner's acceptance or rejection, in whole or in part, of such application for

payment. Within fifteen (15) days after accepting such Application, the Owner shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Design-Builder cannot agree on a revised amount then, within fifteen (15) days after its initial rejection in part of such application, the Owner shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection has been removed.

**9.1.4** If the Owner fails to pay the Design-Builder at the time payment of any amount becomes due, then the Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) days after receipt of the notice by the Owner, and after such seven (7) day period, stop the Work until payment of the amount owing has been received.

**9.1.5** Payments due but unpaid pursuant to Subparagraph 9.1.3, less any amount retained pursuant to Paragraph 9.2 or 9.3, may bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

**9.1.6** The Design-Builder warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Design-Builder free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens."

**9.1.7** The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

**9.1.8** Upon Substantial Completion of the Work, the Owner shall pay the Design-Builder the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of the Design-Builder's estimated cost of completing any unfinished items as agreed to between the Owner and Design-Builder as to extent and time for completion. The Owner thereafter shall pay the Design-Builder monthly the amount retained for unfinished items as each item is completed.

**9.2 RETAINAGE** From each progress payment made prior to the time Substantial Completion of the Work has been reached, the Owner shall retain \_\_\_\_\_ percent (\_\_\_\_\_), if required, of the amount otherwise due after deduction of any amounts as provided in Paragraph 9.3 of this Agreement. If the Owner chooses to use this retainage provision:

1. at the time the Work is fifty percent (50%) complete and thereafter, the Owner may choose to withhold no more retainage and pay the Design-Builder the full amount of what is due on account of subsequent progress payments.
2. once each early finishing trade Subcontractor has completed its work and that work has been accepted by the Owner, the Owner may release final retention on such work;
3. in lieu of retainage, the Design-Builder may furnish securities, acceptable to the Owner, to be held by the Owner. The interest on such securities shall accrue to the Design-Builder;
4. the Owner may, in its sole discretion, reduce the amount to be retained at any time.

**9.3 ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION** The Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Design-Builder is responsible under the Agreement:

1. the Design-Builder's repeated failure to perform the Work as required by the Contract Documents;



2. loss or damage arising out of or relating to this Agreement and caused by the Design-Builder to the Owner, or Others to whom the Owner may be liable;
3. the Design-Builder's failure to pay the Architect/Engineer, Subcontractors for labor, materials, equipment or supplies properly furnished in connection with the work, provided that the Owner is making payments to the Design-Builder in accordance with the terms of this Agreement;
4. Defective Work not corrected in a timely fashion;
5. reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion and/or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by the Owner as a result of the anticipated delay caused by the Design-Builder; and
6. reasonable evidence demonstrating that the unpaid balance of the Contract price is insufficient to fund the cost to complete the Work.

When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for the amounts previously withheld.

#### **9.4 OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK**

**9.4.1** Portions of the Work that are completed or partially completed may be used or occupied by the Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) and/or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. The Design-Builder shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to the Owner.

#### **9.5 FINAL PAYMENT**

**9.5.1** Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

**9.5.2** In making final payment the Owner waives all claims except for:

1. outstanding liens;
2. improper workmanship or defective materials appearing within one year after the date of Substantial Completion;
3. Work not in conformance with the Contract Documents; and
4. Terms of any special warranties required by the Contract Documents.

**9.5.3** In accepting final payment, the Design-Builder waives all claims except those previously made in writing and which remain unsettled.

### **ARTICLE 10**

#### **INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION**

##### **10.1 INDEMNITY**

**10.1.1** To the fullest extent permitted by law, the Design-Builder shall defend, indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees from all claims for bodily injury and property damage (other than to the Work itself and other property required to be insured under Paragraph 10.5 owned by or in the custody of the owner), that may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions by the Design-Builder, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Design-Builder shall not be required to defend, indemnify or hold harmless the Owner, the Owner's officers, directors, members, consultants, agents and employees for any acts, omissions or negligence of the Owner, Owner's officers, directors, members, consultants, employees, agents or separate contractors.

**10.1.2** To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Design-Builder, its officers, directors or members, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 10.5, that may arise from the performance of work by Others, to the extent of the negligence attributed to such acts or omissions by Others.

## **10.2 DESIGN-BUILDER'S LIABILITY INSURANCE**

**10.2.1** The Design-Builder shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Agreement, whether resulting from the Design-Builder's operations or from the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable;

1. Workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
2. under applicable employers' liability law, bodily injury, occupational sickness, disease or death claims of the Design-Builder's employees;
3. bodily injury, sickness, disease or death claims for damages to persons not employed by the Design-Builder;
4. personal injury liability claims for damages directly or indirectly related to the person's employment by the Design-Builder or for damages to any other person;
5. damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured under Paragraph 10.5;
6. bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle; and
7. contractual liability claims involving the Design-Builder's obligations under Subparagraph 10.1.1.

**10.2.2** The Design-Builder's Commercial general and Automobile Liability insurance as required by Subparagraph 10.2.1 shall be written for not less than the following limits of liability:

1. Commercial General Liability Insurance
  - a. Each Occurrence Limit  
\$ \_\_\_\_\_
  - b. General Aggregate  
\$ \_\_\_\_\_
  - c. Products/Completed Operations Aggregate

\$ \_\_\_\_\_

d. Personal and Advertising Injury Limit

\$ \_\_\_\_\_

2. Comprehensive Automobile Liability Insurance

a. Combined Single Limit Bodily Injury and Property Damage

\$ \_\_\_\_\_  
Each Occurrence

b. Bodily Injury

\$ \_\_\_\_\_  
Each Person

\$ \_\_\_\_\_  
Each Occurrence

c. Property Damage

\$ \_\_\_\_\_  
Each Occurrence

**10.2.3** Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

**10.2.4** The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be filed with the Owner prior to commencement of the Work.

**10.2.5** Products and Completed Operations insurance shall be maintained for a minimum period of \_\_\_\_\_ year(s) after either ninety (90) days following the Date of Substantial Completion or final payment, whichever is earlier.

**10.3 PROFESSIONAL LIABILITY INSURANCE** The Design-Builder shall obtain, either itself or through the Architect/Engineer, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be either:

General Office Coverage

Project Specific Professional Liability Insurance

(Cross-out one of the above)

written for not less than \$ \_\_\_\_\_ per claim and in the aggregate with a deductible not to exceed \$ \_\_\_\_\_. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Architect/Engineer and by its consultants. This coverage shall be continued in effect for \_\_\_\_\_ year(s) after the Date of Substantial Completion.

**10.4 OWNER'S LIABILITY INSURANCE** The Owner shall be responsible for obtaining and maintaining its own liability insurance. Insurance for claims arising out of the performance of this Agreement may be purchased and maintained at the Owner's discretion. The Owner shall provide the Design-Builder with a certificate of insurance at the request of the Design-Builder.

**10.5 INSURANCE TO PROTECT PROJECT**

**10.5.1** The Owner shall obtain and maintain "All Risk" Builder's Risk insurance in a form acceptable to the Design-Builder upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner, Design-Builder, Architect/Engineer, Subcontractors and Sub-subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance policy shall be written without a co-insurance clause. The Owner shall be solely responsible for any deductible amounts.

**10.5.2** If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Design-Builder. Permission for partial occupancy from the insurance company shall be included as standard in the property insurance policy, to ensure that this insurance shall not be canceled or lapsed on account of partial occupancy. Consent of the Design-Builder to such early occupancy or use shall not be unreasonably withheld.

**10.5.3** The Owner shall obtain and maintain boiler and machinery insurance as necessary. The interests of the Owner, Design-Builder, Architect/Engineer, Subcontractors and Sub-subcontractors shall be protected under this coverage.

**10.5.4** The Owner will purchase and maintain insurance to protect the Owner, Design-Builder, Architect/Engineer, Subcontractors and Sub-subcontractors against loss of use of Owner's property due to those perils insured pursuant to Paragraph 10.5. Such policy will provide coverage for expediting expenses of materials, continuing overhead of the Owner and the Design-Builder, Architect/Engineer, Subcontractors and Sub-subcontractors, necessary labor expense including overtime, loss of income by the Owner and other determined exposures. Exposures of the Owner, Design-Builder, Architect/Engineer, Subcontractors and Sub-sub-contractors shall be determined by mutual agreement with separate limits of coverage fixed for each item.

**10.5.5** The Owner shall provide the Design-Builder with a copy of all property insurance policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to the Design-Builder. The Design-Builder shall be given thirty (30) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. The Owner shall give written notice to the Design-Builder before commencement of the work if the Owner will not be obtaining property insurance. In that case, the Design-Builder may obtain insurance in order to protect its interest in the Work, as well as the interest of the Architect/Engineer, Subcontractors and Sub-subcontractors in the Work. The Contract Price shall be increased by the cost of this insurance through Change Order. If the Design-Builder is damaged by the failure of the Owner to purchase or maintain property insurance or to so notify the Design-Builder, the Owner shall bear all reasonable costs incurred by the Design-Builder arising from the damage.

**10.5.6** The Owner shall have the right to self-insure against the risks covered in Subparagraphs 10.5.1 and 10.5.4 upon providing evidence satisfactory to the Design-Builder of the ability to so self-insure.

## **10.6 PROPERTY INSURANCE LOSS ADJUSTMENT**

**10.6.1** Any insured loss shall be adjusted with the Owner and the Design-Builder and made payable to the Owner and Design-Builder as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

**10.6.2** Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with a dispute resolution award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to Article 12.

## **10.7 WAIVER OF SUBROGATION**

**10.7.1** The Owner and Design-Builder waive all rights against each other, the Architect/Engineer, and any of their respective employees, agents, consultants, Subcontractors, Material Suppliers and Sub-subcontractors, for damages covered by the insurance provided pursuant to Paragraph 10.5 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Design-Builder as trustees. The Design-Builder shall require similar waivers from the Architect/Engineer and all Subcontractors, and shall require each of them to include similar waivers in their sub-subcontracts and consulting agreements.

**10.7.2** The Owner waives subrogation against the Design-Builder, Architect/Engineer, Subcontractors, Material Suppliers and Sub-subcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

**10.7.3** The policies shall also be endorsed to state that the carrier waives any right of Subrogation against the Design-Builder, the Architect/Engineer, Subcontractors, Material Suppliers, or Sub-subcontractors.

**10.8 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** The Owner and the Design-Builder agree to waive all claims against the other for all consequential damages that may arise out of or relate to this Agreement. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Property, all rental expenses incurred, loss of services of employees, or loss of reputation. The Design-Builder agrees to waive damages including but not limited to the loss of business, loss of financing, principal office overhead and profits, loss of profits not related to this Project, or loss of reputation. This Paragraph shall not be construed to preclude contractual provisions for liquidated damages when such provisions relate to direct damages only. The provisions of this Paragraph shall govern the termination of this Agreement and shall survive each termination.

**10.9 BONDING**

**10.9.1** Performance and Payment Bonds

are

are not

(Cross-out one of the above)

required of the Design-Builder. Such bonds shall be issued by a surety licensed in the state of the location of the Project and must be acceptable to the Owner.

**10.9.2** Such Performance bond shall be issued in the penal sum equal to one-hundred percent (100%) of the

Contract price, including design and construction.

Agreed estimated construction cost of the project as reflected in the Schedule of Values.

(Cross-out one of the above)

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to Paragraphs 10.2 and 10.3, whether or not such insurance is provided or in an amount sufficient to cover such damages.

**10.9.3** The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

**ARTICLE 11**

**SUSPENSION, TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES**

## **11.1 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**11.1.1** The Owner may order the Design-Builder in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate for its convenience.

**11.1.2** Adjustments caused by suspension, delay or interruption shall be made for increases in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion. No adjustment shall be made if the Design-Builder is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

## **11.2 OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE**

**11.2.1** If the Design-Builder persistently fails to perform any of its obligations under this Agreement, the Owner may, after five (5) days' written notice, during which period the Design-Builder fails to perform such obligation, undertake to perform such obligations. The Contract Price shall be reduced by the cost to the Owner of performing such obligations.

**11.2.2** Upon five (5) days' written notice to the Design-Builder and the Design-Builder's surety, if any, the Owner may terminate this Agreement for any of the following reasons:

1. if the Design-Builder persistently utilizes improper materials and/or inadequately skilled workers;
2. if the Design-Builder does not make proper payment to laborers, material suppliers or contractors provided that the Owner is making payments to the Design-Builder in accordance with the terms of this Agreement;
3. if the Design-Builder persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
4. if the Design-Builder otherwise materially breaches this Agreement.

If the Design-Builder fails to cure or commence and continue to cure within the five (5) days, the Owner, without prejudice to any other right or remedy, may take possession of the Worksite and complete the work utilizing any reasonable means. In this event, the Design-Builder shall not have a right to further payment until the Work is completed.

**11.2.3** If the Design-Builder files a petition under the Bankruptcy Code, this Agreement shall terminate if the Design-Builder or the Design-Builder's trustee rejects the Agreement or if there has been a default, the Design-Builder is unable to give adequate assurance that the Design-Builder will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

**11.2.4** In the event the Owner exercises its rights under Subparagraph 11.2.1 or 11.2.2, upon the request of the Design-Builder the Owner shall provide a detailed accounting of the cost incurred by the Owner.

**11.3 TERMINATION BY OWNER WITHOUT CAUSE** If the Owner terminates this Agreement other than as set forth in Paragraph 11.2, the Owner shall pay the Design-Builder for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs. In addition, the Design-Builder shall be paid an amount calculated as set forth below:

1. If the Owner terminates this Agreement prior to commencement of the construction, the Design-Builder shall be paid the unpaid balance of the Design-Builder's design costs as set forth in the Schedule of Values and a premium as set forth below:  
(Insert here the amount agreed to by the Parties)

2. If the Owner terminates this Agreement after commencement of the construction, the Design-Builder shall be paid the unpaid balance of the Design-Builder's design costs as set forth in the Schedule of Values, the Construction Services provided to date and a premium as set forth below:

(Insert here the amount agreed to by the Parties)

3. The Owner shall also pay to the Design-Builder fair compensation, either by purchase or rental at the election of the Owner, for all equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this Article 11, the Design-Builder shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Design-Builder's rights and benefits to the Owner, including the execution and delivery of required papers.

#### **11.4 TERMINATION BY THE DESIGN-BUILDER**

**11.4.1** Upon five (5) days' written notice to the Owner, the Design-Builder may terminate this Agreement for any of the following reasons:

1. If the Work has been stopped for a sixty (60) day period:
  - a. under court or order of other governmental authorities having jurisdiction; or
  - b. as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of the Design-Builder, materials are not available;
2. if the Work is suspended by the Owner for sixty (60) days; or
3. if the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Subparagraph 4.1.3 of this Agreement.

**11.4.2** If the Owner has for thirty (30) days failed to pay the Design-Builder pursuant to Subparagraph 9.1.3, the Design-Builder may give written notice of its intent to terminate this Agreement. If the Design-Builder does not receive payment within five (5) days of giving written notice to the Owner, then upon five (5) days additional written notice to the Owner, the Design-Builder may terminate this Agreement.

**11.4.3** Upon termination by the Design-Builder in accordance with Subparagraph 11.4.1, the Design-Builder shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Design-Builder shall be paid an amount calculated as set forth either in Subparagraph 11.3.1 or 11.3.2, depending on when the termination occurs, and Subparagraph 11.3.3.

## ARTICLE 12

### DISPUTE RESOLUTION

**12.1 WORK CONTINUANCE AND PAYMENT** Unless otherwise agreed in writing, the Design-Builder shall continue the Work and maintain the approved schedules during all dispute resolution proceedings. If the Design-Builder continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

**12.2 INITIAL DISPUTE RESOLUTION** If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to the dispute resolution procedures contained in this Agreement. The location of the mediation shall be the location of the Project. Once one party files a request for mediation with the other contracting party and with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the party's representative to the other party's representative and the mediator.

**12.3 EXHIBIT NO. 1** If the dispute cannot be settled by mediation within sixty (60) days, the parties shall submit the dispute to any dispute resolution process set forth in Exhibit No. 1.

**12.4 MULTIPARTY PROCEEDING** The parties agree that all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the consolidation of such dispute resolution proceedings.

**12.5 COST OF DISPUTE RESOLUTION** The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by the dispute resolution process set forth in Exhibit No. 1 shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such dispute resolution process after direct discussions and mediation.

**12.6 LIEN RIGHTS** Nothing in this Article shall limit any rights or remedies not expressly waived by the Design-Builder that the Design-Builder may have under lien laws.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

**13.1 ASSIGNMENT** Neither the Owner nor the Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly-owned subsidiary of the Owner when the Owner has fully indemnified the Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Design-Builder than this Agreement. In the event of such assignment, the Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either party attempts to make such an assignment, that party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other party.

**13.2 GOVERNING LAW** This Agreement shall be governed by the law in effect at the location of the Project.

**13.3 SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

**13.4 NO WAIVER OF PERFORMANCE** The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights,



shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

**13.5 TITLES AND GROUPINGS** The title given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

**13.6 JOINT DRAFTING** The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

**13.7 RIGHTS AND REMEDIES** The parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

**13.8 OTHER PROVISIONS**

**ARTICLE 14**

**EXISTING CONTRACT DOCUMENTS**

The Contract Documents in existence at the time of execution of this Agreement are as follows:

The following Exhibits are a part of this Agreement:

EXHIBIT NO. 1 Dispute Resolution Menu, one page.

EXHIBIT NO. 2 Labor Relations provisions, \_\_\_\_\_ pages.

This Agreement is entered into as of the date entered in Article 1.

OWNER: \_\_\_\_\_  
ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
PRINT TITLE: \_\_\_\_\_

DESIGN-BUILDER: \_\_\_\_\_  
ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
PRINT TITLE: \_\_\_\_\_

**AGC DOCUMENT NO. 415  
STANDARD FORM OF DESIGN-BUILD  
AGREEMENT AND GENERAL CONDITIONS  
BETWEEN OWNER AND DESIGN-BUILDER  
(Where the Basis of Payment is a Lump Sum Based on an  
Owner's Program Including Schematic Design Documents)**

**DISPUTE RESOLUTION MENU**

Pursuant to Paragraph 12.3, if neither direct discussions nor mediation successfully resolve the dispute, the parties agree that the following shall be used to resolve the dispute.

*(Check the appropriate selection(s). These procedures can be used singularly, or progressively as agreed to by the parties.)*

- Dispute Review Board** The Dispute Review Board is composed of one member selected by the Owner, one selected by the Design-Builder, and a third member selected by the Owner and Design-Builder selected members. This Board shall be selected by the time construction commences, shall meet periodically, and shall make advisory decisions which may be introduced into evidence at any subsequent dispute resolution process. If a Dispute Review Board is selected, it is understood its review will precede mediation.
  
- Advisory Arbitration** Advisory Arbitration shall be pursuant to the Construction Industry Rules of the American Arbitration Association.
  
- Mini Trial** Each party, in the presence of senior management, shall submit its position to a mutually selected individual who shall make a non-binding recommendation to the parties. Such advisory decision may be introduced into evidence at any subsequent dispute resolution process.
  
- Binding Arbitration** Binding Arbitration shall be pursuant to the Construction Industry Rules of the American Arbitration Association unless the parties mutually agree otherwise. A written demand for arbitration shall be filed with the American Arbitration Association and the other party to the Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run. The location of the arbitration proceedings shall be at the office of the American Arbitration Association nearest the Project, unless the parties agree otherwise. The arbitration award shall be final. Notwithstanding Paragraph 13.2, this agreement to arbitrate shall be governed by the Federal Arbitration Act and judgement upon the award may be confirmed in any court having jurisdiction.
  
- Litigation** Action may be filed in the appropriate state or federal court located in the jurisdiction in which the Project is located.





## City of McCleary

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# Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: February 4, 2021- For February 10<sup>th</sup> Council Meeting

Subject: WSRN Agreement

### RECOMMENDATION

Please authorize the Mayor to sign the agreement with the WSRN

### BACKGROUND

The City has started mapping all our utilities. Part of mapping process is having accurate locations. WSRN provides the GPS data that allows us to get the most accurate locations with our equipment. We had a 90 day free trial and our trial ends at the end of February. Below is more information about WSRN.

The WSRN (Washington State Reference Network) is a regional cooperative of GPS reference stations and data that enables cost-saving solutions for public and private sectors in the fields of surveying, mapping, science, precision agriculture, construction, and other high accuracy positioning technology needs

The WSRN is operated as a cooperative of 80+ cities, counties, utilities, state agencies, and private entities (infrastructure partners) who maintain, operate, or otherwise contribute to the operation of a statewide array of over 100 Continuously Operating Reference Stations (CORS). These GPS/GNSS CORS provide raw GNSS observation data for both real-time and static high precision positioning. Static data is free to the public, with real-time services available for authorized infrastructure partners, and for non-infrastructure partners (users who contribute annual fees to defray operational costs)

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## **Real-Time Networks (RTN) - A Timely Solution**

There are over 400 Real-Time Networks (RTN) like the WSRN worldwide where some networks span entire countries. Utilization is spreading beyond surveying to mapping to utilities, emergency response, agriculture, forestry, public safety, transportation, machine control for construction, environmental, and scientific research. Cost savings can be substantial. High accuracies at high speed: By following proper procedures, users can observe locations to centimeters in seconds

## **The Role of Seattle Public Utilities**

Seattle Public Utilities (SPU) serves as the central data processing host for the VRS network, and maintains key elements of a core network for internal SPU and city needs. The core network includes three SPU stations, and seven stations hosted by surrounding entities through signed agreements with SPU. The network is scalable and through the efforts of partners has expanded across the state, this has included SPU and SCL operations in the Skagit and Boundary regions

## **The Central Processing Centers (CPC)**

The CPC's provide central communications, data processing, correction distribution, integrity monitoring, support, GPS/GNSS data file access, real-time and web-based services for WSRN members and subscribers. Many of the WSRN services are free and open to the public, with the exception of real-time network corrections, which is accessed by authenticated access accounts. The primary CPC is in Seattle, with a mirror site operated by Central Washington University in Ellensburg

## **Conceptual Model of the WSRN**

The WSRN is comprised of a network of regional CORS (Continuously Operating Reference Stations) connected via the Internet to a Central Processing Center (hosted by SPU). These CORS are essentially a high-end GPS receiver with a geodetic-grade antenna on a very stable mount. The CORS dual-frequency receivers can be from any number of manufacturers; there are already Trimble, Topcon, Geotracer, and Leica receivers, the choice of each CORS host. These CORS are at physically secure locations with reliable sources of power and Internet communications. These stations are typically located at 30-70km intervals but can maintain effectiveness even if spaced up to 100km apart. The WSRN provides "correction" products per RTCM and industry standards in multiple "network correction" formats as well as multiple "single-base" formats for each station. These stations transmit streams of GPS/GNSS observations, from multiple satellites and satellite constellations, simultaneously to the CPC. Users of the services may utilize static GPS data files from the CPC via Internet or enhanced GPS/GNSS data corrections in real-time

## **The Role of Central Washington University (CWU)**

The Geodesy Lab of CWU has operated GPS sensors for plate tectonic studies for several decades and

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utilizes data from over 300 CORS in the Pacific Northwest, including all 100+ WSRN CORS. CWU has been a fundamental partner in the WSRN since its conception, providing infrastructure and expertise in development of nearly all WSRN CORS. CWU also operates the redundant servers for the WSRN

### **Static Files**

The CPC also generates the static GPS files (at 1Hz; 1 second epoch; and by custom orders) and posts these to the WSRN web server, transmits specific data to scientific and academic research concerns via FTP, processes requests for custom time-period & rate static files, and can generate a 'Virtual' static file which also includes atmospheric and orbital modeling. The user may download static GPS data files for 'post-processing' along with their own field observation files to derived accurate locations. These static files are freely available to all via the Reference Data Shop where custom orders can be placed for processing and download. The end-user is responsible for their own post-processing. These static files are available in standard RTCM formats plus a few other industry formats. Files are available for custom orders for 30 days, with older files archived on the CWU FTP site at: <ftp.panga.cwu.edu/incoming/>

### **Real-Time Services**

The CPC provides a central portal for users to access traditional Real-Time Kinematic GPS corrections from individual CORS, or the more enhanced “network” type of correction from multiple stations simultaneously. Access is via registered password protected accounts. The user initiates a session from their own mobile field GPS/GNSS unit (rover) by contacting the CPC via cellular (or other internet) data connection and chooses the style of correction desired. Network corrections can help offset certain types sources of error common to real-time GPS, like the atmospheric delays. In the case of a “virtual base” observation, the rover sends its autonomous (rough) location to the CPC. The CPC then develops an atmospheric model from (up to) the nearest six CORS, and adds corrected orbital info (from federal sources on the web), develops a unique set of corrections for the users location then sends a corrected stream back to the rover

The WSRN can also offer other network correction styles like MAC (master-auxiliary) and FKP. These corrections are in industry standard formats of several types RTCM and CMR(+), useable by rovers produced by multiple manufacturers, and as the CPC software is on a maintenance/subscription model, newer industry standards will be implemented as they are approved by the international RTCM committee. The NTRIP authentication protocol for secure access accounts is also an industry standard, implemented by most manufacturers, and more as has happened in worldwide

**WASHINGTON STATE REFERENCE NETWORK AGREEMENT**  
**Subscription Account**

This Washington State Reference Network Agreement (the “Agreement”) is made and entered into by and between \_\_\_\_\_  
*[individual, public sector entity representative or company representative]*, representing \_\_\_\_\_  
*[company, public sector entity, or “self”]*, herein referred to as (the “subscriber”) and the City of Seattle, acting by and through Seattle Public Utilities (the “City”). The subscriber and the City are sometimes referred to individually as the “party” and collectively as the "parties."

1 RECITALS

- A. Using data from satellites owned by the United States of America, global positioning systems (“GPS”) can provide efficient methods for surveying and mapping activities related to utility, transportation and other public capital improvement projects. The speed and accuracy of such technology can be enhanced by linking GPS continuously operating reference stations (“CORS”) to a central processing center (“CPC”) in a real time GPS network (“Washington State Reference Network” or “WSRN”). Each CORS will transmit live GPS satellite data to the CPC for processing, distribution of real time positioning corrections to members of the WSRN and other authorized users, archiving, and posting on a web page application.
- B. The WSRN was created by the City as a cooperative effort with other governmental agencies that will operate CORS within the State of Washington. The WSRN eliminates duplication of equipment, software and operational expenditures, while providing greater coverage and accuracy of real time positioning solutions and data from each CORS. Entities that operate CORS, or otherwise contribute to the infrastructure of the network, under agreement with the City are known as “members” of the WSRN, and are provided with access accounts by agreement. Users of the network services with access accounts under agreement with the City for an annual fee are known as “subscribers”.
- C. Each party has determined that cost savings and other public benefits can be achieved if the party becomes a subscriber of the WSRN.



NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

## 2 AGREEMENT

### 1. **CENTRAL PROCESSING CENTER (CPC)**

- 1.1 The City shall own and be responsible, at its expense, for all aspects of the operation and maintenance of the CPC, including without limitation servers, GPSNet and other software necessary for the CPC to accomplish its tasks as set forth in this section 1.
- 1.2 Based on received data streams from a grid of CORS, the CPC will send system information and real time corrections via cellular connections to the subscriber's mobile devices for positioning, locating and navigating with satellites of the GPS. The CPC also shall make data files available for static GPS post processing.
- 1.3 The City shall operate and maintain a web application to display the system status, data generated by GPSNet software for notification of system status, availability, component quality, static data files, and general information.
- 1.4 The City will provide telephonic Help Desk services, from Monday through Friday, 9:00 a.m. to 3:00 p.m., but only to troubleshoot connections to the CPC servers. The Help Desk will not answer questions concerning subscriber's hardware or software, surveying or other field data collection methods, commercial cellular connections, or system status or monitoring report data that is otherwise available from the web application.
- 1.5 The City shall provide centralized data logging and archiving, access to CORS logged data files, access to real time corrections via wireless technology, and system monitoring for the WSRN.
- 1.6 The services to be provided by the City and described in this section 1 are referred to as the "WSRN Services."

## **2. CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS)**

*This section applies to WSRN members; those entities that operate CORS, or otherwise contribute to the infrastructure of the network, under agreement with the City. This section has been included in the body of this agreement to provide context to provisions cited in section 6.*

- 2.1 By agreement with the city, WSRN members own and operate their own CORS. For the duration of said member agreements, each CORS provides to the CPC unlimited 24-hour-a-day access via Internet protocol to a data stream from each of the respective CORS. The data streams are in a form suitable for the GNSS network software at the CPC. Failure to provide data streams in such a form subjects the respective members to the provisions of section 3.6. The member shall be responsible for all costs associated with the acquisition, installation, configuration, compatibility, operations, maintenance, and any upgrades of its CORS. An individual subscribers is not responsible in any way for the acquisition, installation, configuration, compatibility, operations, maintenance, and any upgrades of any member CORS, unless a subscriber has entered into a separate member agreement with the city.
- 2.2 By agreement, members agree to give the City 48 hours' written notice before any of the members CORS is taken out of service for planned maintenance. If members CORS temporarily stops operating on an unplanned basis, the member shall notify the City in writing as soon as practicable.
- 2.3 The members have agreed to give the City 180 days' written notice before the member discontinues operation of a CORS. The City may, within 60 days of receipt of such notice or in accordance with section 3.8, notify the member that the City desires to assume operation of a non-operating or inadequately operating CORS. In such event, the members have agreed to grant the City the right of access to that CORS for as long as the City operates it; the City shall refund the pro-rata portion of the any annual fees specified in the original member agreement and the member will have no further responsibility for that CORS.
- 2.4 For the duration of this Agreement, the subscriber may participate with other members of the WSRN in a technical advisory committee to be staffed and administered by the members and subscribers. This committee may identify solutions, upgrades and other desired enhancements to the WSRN.

### **3. CPC ACCESS**

- 3.1 For the duration of this Agreement, the subscriber shall have unlimited access via the number of accounts to be invoiced for per attached application form; provided, that such accounts may only be used by the individual subscriber, their company, or public sector entity (if subscriber represents a public sector entity) unless otherwise permissible as specified in section 3.4.
- 3.2 Authorized account users shall access WSRN Services only via authenticated login and passwords provided under signed agreements with the City. Authentication will be achieved by using the public domain Ntrip protocol (Networked Transport of RTCM via Internet Protocol).
- 3.3 The subscriber shall be responsible for the purchase, installation, maintenance, ownership and operation of all equipment needed to use WSRN Services, including without limitation the Ntrip protocol.
- 3.4 The subscriber shall not transfer access to any of its accounts to any person or entity not an employee of the subscriber's company or public sector entity. In the case of public sector subscribers, a contractor or consultant under contract with said public sector entity may use the account only per the provisions in sections 3.4.1 and 3.4.2.
  - 3.4.1 If the public sector subscriber wishes to have one of its consultants or contractors access one of its accounts, the public sector subscriber will provide prior written notification to the City, with the company name, postal and e-mail address, and phone number, as well as duration of access (not to exceed three months, but may be extended via written request). Forty-eight hours after the end of the requested access time, the City will change the login and password for that account.
  - 3.4.2 If access actually is needed for a shorter period than estimated, the public sector subscriber will notify the City within 48 hours of the end of the access period, and the City will change the login and password for that account.
- 3.5 The City will monitor, log and enforce account usage.

- 3.6 **The password and login for a specific account shall not be used concurrently by more than one party for any WSRN Services.**
- 3.7 The subscriber shall notify the City of any use of any subscriber access account by an individual who is not an employee of their company or respective public sector entity.

#### **4. MANAGEMENT; COMPENSATION**

- 4.1 Within 30 days of complete execution of this Agreement and subsequent invoicing, the subscriber shall pay a subscription fee based on one of the following options (the subscriber will check and initial) as an annual fee for one year WSRN services:
- \$1,900 for [1] one account    \_\_\_    Initials \_\_\_\_\_
  - \$5,700 for [5] five accounts    \_\_\_    Initials \_\_\_\_\_
  - \$10,000 for [10] ten accounts    \_\_\_    Initials \_\_\_\_\_
  - \$15,000 for [20] twenty accounts    \_\_\_    Initials \_\_\_\_\_
  - \$20,000 for [40] forty accounts    \_\_\_    Initials \_\_\_\_\_
- 4.1.1 Subscribers who have selected either the 5 or 10 account options in section 4.1 also agree to participate in the research and outreach efforts of the WSRN cooperative. Such participation may include such activities as agreement to allow photographing of the subscribers field activities for the purposes of developing outreach materials, user testimonials, a report, or other written feedback. Said outreach shall be in the amount of at least one suitable photo per year and/or one user report or one-page testimonial, or other documented feedback. Research participation may include provision of field observation results, particularly for observations made of NGS (National Geodetic Survey), or WSDOT (Washington State Department of Transportation) monuments and benchmarks, or other report(s) on aspects of network quality, positional integrity, accessibility, or availability. Said research or outreach contributions will be submitted, digitally or in hard copy via mail or email to the CPC during the subject year of subscription per this agreement.

- 4.2 Commencing one year after the anniversary date as agreed to in section 5.2, and annually thereafter, the subscriber will be invoiced for each subsequent year of service unless otherwise notified in writing of intent to terminate service. The subscriber will be notified of any changes in the fee structure prior to the end of each year for which the fee has been paid. The subscriber shall pay the City within 30 days of receipt of an annual invoice.
- 4.3 The City shall determine which entities may become members and subscribers of the WSRN.

## **5. DURATION**

- 5.1 This agreement is effective upon signature by both parties and will remain in effect through each subsequent year for which the subscribers has paid the annual subscriber fee.
- 5.2 The anniversary date for this agreement shall be:  
\_\_\_\_\_, 2020.  
Note: This date will be entered by “The City” upon execution
- 5.3 The account access will be opened upon receipt by the city of a signed agreement and complete application form. The first year of service will extend until the anniversary date of the initial invoice. An invoice for each subsequent year will be issued before said anniversary date. The service year for each subscriber will, provided the invoice is paid within 30 days of issue, continue through to subsequent anniversary dates.
- 5.4 Should there be a lapse in payment beyond 30 days of an invoice, the account will temporarily be closed and the service year anniversary date will reset accordingly.

## **6. NO WARRANTIES; LIMITATION OF LIABILITY**

- 6.1 Use of these WSRN services is at the subscriber's sole risk. The City provides WSRN Services on an “as is” basis. Neither WSRN members, nor the City, its officers, employees, vendors, or third-party service providers (collectively as used in this section 6, “Seattle”) makes any express or implied representation or warranty of any kind with respect to WSRN Services. By way of

example and not of limitation, there is no representation or warranty (a) that WSRN Services will be uninterrupted or error-free, (b) that the results obtained from using WSRN Services will be accurate, reliable, complete or current, or (c) of merchantability or fitness for a particular purpose. WSRN Services and information related thereto are subject to change without prior notice.

6.2 Neither Seattle nor the subscriber, or WSRN members, is liable for any damages arising out of or in connection with WSRN Services, including without limitation mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission, or failures of the CORS. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

## 7. DISPUTE RESOLUTION

In the event of a dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter informally. If the parties are unable to resolve the matter informally within 30 days, the matter shall be decided by subscriber and the Public Utilities subject to any other legal remedies the parties may have, including, but not limited to, mediation or litigation.

## 8. NOTICES

All notices and invoices required in connection with this Agreement shall be in writing and deemed to have been duly given if personally delivered or sent by e-mail, fax, United States mail or overnight delivery service, each with proof of receipt, as indicated below or as otherwise indicated in writing by one party to the other.

Seattle Public Utilities  
Engineering and Technical  
Services Division  
PO Box 34018  
Seattle, WA 98124-4018  
Fax: 206-684-7396  
E-mail:  
[gavin.schrock@seattle.gov](mailto:gavin.schrock@seattle.gov)

[Subscriber mailing address below]

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E-mail:

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## **9. OTHER PROVISIONS**

- 9.1 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the subscriber, or their officials, employees, agents, or representatives, to any party not a signatory to this Agreement.
- 9.2 Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.3 If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.
- 9.4 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provision of this Agreement.
- 9.5 This Agreement, including Recitals (which by this reference are incorporated herein) contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 9.6 The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions herein contained in order to achieve the objectives and purposes of this Agreement. Each party and its counsel (if the party so desires) has reviewed and revised this Agreement. Each Party agrees that the usual rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 9.7 This Agreement may be amended only by an instrument in writing, duly executed by both parties.
- 9.8 This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

The City of Seattle

The Subscriber

[Sign] \_\_\_\_\_

[Sign] \_\_\_\_\_

**Tanya Treat**  
**Director**  
**Engineering and Technical**  
**Services Division**  
**Seattle Public Utilities**

[Print Name] \_\_\_\_\_

[Title] \_\_\_\_\_

[Representing] \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## City of McCleary

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# Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: February 4, 2021- For February 10<sup>th</sup> Council Meeting

Subject: Water Testing

### BACKGROUND

At the last Council meeting, there was concern about our water quality. Attached is all the testing we completed from 2013 until January 2021. We have not had any violations and are below all maximum contaminant levels (MCLs) on all our testing we are required to perform. Attached is WAC 246-290-310 which explains more about the MCLs. All information about our testing and results can also be found at <https://www.doh.wa.gov/CommunityandEnvironment/DrinkingWater>.

Source	LabNum	SamNum	SamCollectDate	AnalyteGroupCode	AnalyteGroupName	TestPanelCode	TestPanelName	Exceedances
Dist	151	77616	1/5/2021 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	76473	12/15/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	75754	12/8/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	74994	12/1/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	74187	11/17/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	73543	11/10/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	72877	11/3/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	71615	10/20/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	71111	10/13/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	70313	10/6/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	68808	9/15/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	68143	9/8/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	5721	9/8/2020 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	5721	9/8/2020 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
Dist	89	67597	9/1/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	70	1241	8/25/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	66567	8/18/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	65853	8/11/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	63868	7/21/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
1	89	3972	7/21/2020 0:00	IOC	INORGANIC CONTAMINANTS	NIT	NITRATE SUITE	No
Dist	89	63200	7/14/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	62331	7/7/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	60768	6/16/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	60137	6/9/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	59353	6/2/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	58314	5/19/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	57610	5/12/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	56765	5/5/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	55587	4/21/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	54989	4/14/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	54287	4/7/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	52825	3/17/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	52245	3/10/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No

Dist	89	51541	3/3/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	50494	2/18/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	49964	2/11/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	49269	2/4/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	48235	1/21/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	47651	1/14/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	46986	1/7/2020 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
1	89	12025	12/18/2019 0:00	VOC	VOLATILE ORGANIC CONTAMINANTS	VOC1	VOLATILE ORGANIC	No
Dist	89	45954	12/17/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	119	22787	12/17/2019 0:00	IOC	INORGANIC CONTAMINANTS	ASB	ASBESTOS	No
Dist	89	45255	12/10/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	44522	12/3/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	43645	11/19/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	42909	11/12/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	42272	11/5/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	40701	10/15/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	40008	10/8/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	39299	10/1/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	38251	9/17/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	37553	9/10/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	9682	9/10/2019 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	9682	9/10/2019 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
Dist	89	36767	9/3/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	35815	8/20/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	8942	8/19/2019 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	8941	8/16/2019 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	8944	8/16/2019 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	8940	8/16/2019 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	8945	8/16/2019 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	8943	8/16/2019 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	8938	8/16/2019 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	8936	8/16/2019 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	8937	8/16/2019 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	8939	8/16/2019 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No

Dist	89	35123	8/13/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	34333	8/6/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	32742	7/16/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
1	89	7500	7/16/2019 0:00	IOC	INORGANIC CONTAMINANTS	IOC_SHORT	INORGANIC SHORT FORM	No
Dist	89	32033	7/8/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	31489	7/2/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	30297	6/18/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	29722	6/11/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	28956	6/4/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	28023	5/21/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	27331	5/14/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	26767	5/6/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	25005	4/16/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	24362	4/9/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	23614	4/2/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	22655	3/19/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
1	89	87141	3/19/2019 0:00	SOC	SYNTHETIC ORGANIC CONTAMINANTS	HERB1	CHLOROPHENOXY HERBICIDES	No
Dist	89	21964	3/12/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	21332	3/5/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	20116	2/19/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	19525	2/12/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
Dist	89	18979	2/5/2019 0:00	MICRO	MICROBIOLOGICAL	COLI_AP		No
1	89	3429	12/18/2018 0:00	IOC	INORGANIC CONTAMINANTS	NIT	NITRATE SUITE	No
Dist	89	86729	9/11/2018 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	78053	9/11/2018 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
1	89	67569	10/10/2017 0:00	IOC	INORGANIC CONTAMINANTS	NIT	NITRATE SUITE	No
Dist	89	85920	9/26/2017 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	77315	9/26/2017 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
1	89	64067	12/20/2016 0:00	IOC	INORGANIC CONTAMINANTS	NIT	NITRATE SUITE	No
Dist	89	61080	9/13/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	61079	9/13/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	61078	9/8/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	85196	8/23/2016 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	60860	8/23/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No

Dist	89	60865	8/23/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	60861	8/23/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	60859	8/23/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	60864	8/23/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	60862	8/23/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	60863	8/23/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	60866	8/23/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	60858	8/23/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	76353	8/23/2016 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
Dist	89	60857	8/19/2016 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
3	28	92367	6/14/2016 0:00	RAD	RADIONUCLIDES	RAD	RADIONUCLIDES	No
2	28	92366	6/14/2016 0:00	RAD	RADIONUCLIDES	RAD	RADIONUCLIDES	No
1	28	92366	6/14/2016 0:00	RAD	RADIONUCLIDES	RAD	RADIONUCLIDES	No
Dist	89	84540	9/8/2015 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	75423	9/8/2015 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
1	89	58384	9/8/2015 0:00	IOC	INORGANIC CONTAMINANTS	NIT	NITRATE SUITE	No
Dist	89	83538	9/2/2014 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	74122	9/2/2014 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
1	89	53627	8/19/2014 0:00	IOC	INORGANIC CONTAMINANTS	NIT	NITRATE SUITE	No
1	89	73252	12/17/2013 0:00	VOC	VOLATILE ORGANIC CONTAMINANTS	VOC1	VOLATILE ORGANIC	No
3	89	50698	12/9/2013 0:00	IOC	INORGANIC CONTAMINANTS	IOC	COMPLETE INORGANIC ANALYSIS	No
Dist	89	82610	9/10/2013 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	82609	9/10/2013 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	82608	9/10/2013 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	82607	9/10/2013 0:00	DBP	DISINFECTION BY PRODUCTS	HAA5	HALO-ACETIC ACIDS	No
Dist	89	51278	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	51284	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	51277	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	51283	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	51276	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	51281	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	51285	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	51279	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	51280	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No

Dist	89	51282	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	LCR	LEAD COPPER	No
Dist	89	72949	9/10/2013 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
Dist	89	72948	9/10/2013 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
Dist	89	72946	9/10/2013 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
Dist	89	72947	9/10/2013 0:00	DBP	DISINFECTION BY PRODUCTS	THM	TOTAL TRIHALOMETHANE	No
2	89	72950	9/10/2013 0:00	VOC	VOLATILE ORGANIC CONTAMINANTS	VOC1	VOLATILE ORGANIC	No
1	89	49526	9/10/2013 0:00	IOC	INORGANIC CONTAMINANTS	IOC	COMPLETE INORGANIC ANALYSIS	No

HALO-ACETIC ACIDS-Haloacetic acids (HAA5) are disinfection by-products (DBPs) formed when chlorine is used to disinfect water. Haloacetic acids are byproducts of disinfecting public water supplies. Haloacetic acids (five) is the sum of the concentrations of mono-, di-, and trichloroacetic acids and mono- and dibromoacetic acids.

TOTAL TRIHALOMETHANE-Total Trihalomethanes (TTHM) are the total amount of trihalomethanes allowed by the EPA. THMs and other disinfection byproducts are formed when disinfectants such as chlorine, used to control disease-causing contaminants in drinking water, react with naturally occurring organic matter in the source water. The primary trihalomethanes of concern are chloroform, dibromochloromethane, bromodichloromethane, and bromoform.

NITRATE SUITE-Nitrate is a compound that is formed naturally when nitrogen combines with oxygen or ozone. Nitrogen is essential for all living things, but high levels of nitrate in drinking water can be dangerous to health, especially for infants and pregnant women. Nitrate can occur naturally in surface and groundwater at a level that does not generally cause health problems. High levels of nitrate in well water often result from improper well construction, well location, overuse of chemical fertilizers, or improper disposal of human and animal waste. Sources of nitrate that can enter your well include fertilizers, septic systems, animal feedlots, industrial waste, and food processing waste.

VOLATILE ORGANIC are chemicals that both vaporize into air and dissolve in water. VOCs are pervasive in daily life, because they're used in industry, agriculture, transportation, and day-to-day activities around the home. Once released into groundwater, many VOCs are persistent and can migrate to drinking-water supply wells.

**WAC 246-290-310 Maximum contaminant levels (MCLs) and maximum residual disinfectant levels (MRDLs).** (1) General.

(a) The purveyor shall be responsible for complying with the standards of water quality identified in this section. If a substance exceeds its MCL or its maximum residual disinfectant level (MRDL), the purveyor shall take follow-up action under WAC 246-290-320.

(b) When enforcing the standards described under this section, the department shall enforce compliance with the primary standards as its first priority.

(2) Bacteriological.

(a) An *E. coli* MCL under this subsection is considered a primary standard.

(b) *E. coli* MCL. An *E. coli* MCL violation occurs each month in which a system is required to monitor for total coliforms when there is:

(i) *E. coli* presence in a repeat sample following a total coliform presence routine sample;

(ii) Total coliform presence in any repeat samples collected as a follow-up to a sample with *E. coli* presence;

(iii) The system fails to take all required repeat samples following an *E. coli* presence routine sample; or

(iv) The system fails to test for *E. coli* when any repeat samples test positive for total coliform.

Note: For the purposes of the public notification requirements in Part 7, Subpart A of this chapter, an *E. coli* MCL is a violation that requires Tier 1 public notification.

(3) Inorganic chemical and physical.

(a) The primary and secondary MCLs are listed in Table 5 and 6:

TABLE 5  
INORGANIC CHEMICAL CHARACTERISTICS

Substance	Primary MCLs (mg/L)
Antimony (Sb)	0.006
Arsenic (As)	0.010*
Asbestos	7 million fibers/liter (longer than 10 microns)
Barium (Ba)	2.0
Beryllium (Be)	0.004
Cadmium (Cd)	0.005
Chromium (Cr)	0.1
Copper (Cu)	**
Cyanide (HCN)	0.2
Fluoride (F)	4.0
Lead (Pb)	**
Mercury (Hg)	0.002
Nickel (Ni)	0.1
Nitrate (as N)	10.0
Nitrite (as N)	1.0
Selenium (Se)	0.05
Sodium (Na)	**
Thallium (Tl)	0.002
Substance	Secondary MCLs (mg/L)
Chloride (Cl)	250.0



Substance	Primary MCLs (mg/L)
Fluoride (F)	2.0
Iron (Fe)	0.3
Manganese (Mn)	0.05
Silver (Ag)	0.1
Sulfate (SO <sub>4</sub> )	250.0
Zinc (Zn)	5.0

Note\* Does not apply to TNC systems.

Note\*\* Although the state board of health has not established MCLs for copper, lead, and sodium, there is sufficient public health significance connected with copper, lead, and sodium levels to require inclusion in inorganic chemical and physical source monitoring. For lead and copper, the EPA has established distribution system related levels at which a system is required to consider corrosion control. These levels, called "action levels," are 0.015 mg/L for lead and 1.3 mg/L for copper and are applied to the highest concentration in ten percent of all samples collected from the distribution system. The EPA has also established a recommended level of twenty mg/L for sodium as a level of concern for those consumers that may be restricted for daily sodium intake in their diets.

TABLE 6  
PHYSICAL CHARACTERISTICS

Substance	Secondary MCLs
Color	15 Color Units
Specific Conductivity	700 umhos/cm
Total Dissolved Solids (TDS)	500 mg/L

(b) Compliance with the MCLs, except for nitrate and nitrite, in this subsection is determined by a running annual average at each sampling point. The system will not be considered in violation of the MCL until it has completed one year of quarterly sampling and at least one sampling point is in violation of the MCL. If one sampling point is in violation of the MCL, the system is in violation of the MCL.

(i) If any sample will cause the running annual average to exceed the MCL at any sampling point, the system is out of compliance with the MCL immediately.

(ii) If a system fails to collect the required number of samples, compliance will be based on the total number of samples collected.

(iii) If a sample result is less than the detection limit, zero will be used to calculate the running annual average.

(c) Compliance with the MCLs for nitrate and nitrite is determined based on one sample if the levels of these contaminants are below the MCLs as determined under Table 5 of this section. If the levels of nitrate or nitrite exceed the MCLs in the initial sample, a confirmation sample is required under 40 C.F.R. 141.23 (f)(2), and compliance shall be determined based on the average of the initial and confirmation samples.

(4) Disinfection byproducts.

(a) The department shall consider standards under this subsection as primary standards. The MCLs in this subsection apply to monitoring required by WAC 246-290-300(6) and 40 C.F.R. 141.620 - 629.

(b) The MCLs for disinfection byproducts are as follows:

Disinfection Byproduct	MCL (mg/L)
Total Trihalomethanes (TTHMs)	0.080



Disinfection Byproduct	MCL (mg/L)
Haloacetic acids (five) (HAA5)	0.060
Bromate	0.010
Chlorite	1.0

(c) Whether a system has exceeded the disinfection byproduct MCLs shall be determined in accordance with 40 C.F.R. 141.133. Beginning on the dates specified for compliance in 40 C.F.R. 141.620(c), compliance with the TTHMs and HAA5 MCLs shall be based on the LRAAs as required by 40 C.F.R. 141.64 (b)(2) and 40 C.F.R. 141.620(d). Compliance with the Bromate and Chlorite MCL will continue to be determined in accordance with 40 C.F.R. 141.133.

(5) Disinfectant residuals.

(a) The department shall consider standards under this subsection primary standards. The MRDLs in this subsection apply to monitoring required by WAC 246-290-300(6).

(b) The MRDL for disinfectants is as follows:

Disinfectant Residual	MRDL (mg/L)
Chlorine	4.0 (as Cl <sub>2</sub> )
Chloramines	4.0 (as Cl <sub>2</sub> )
Chlorine Dioxide	0.8 (as ClO <sub>2</sub> )

(c) Whether a system has exceeded MRDLs shall be determined in accordance with 40 C.F.R. 141.133.

(6) Radionuclides.

(a) The department shall consider standards under this subsection primary standards.

(b) The MCLs for radium-226 and radium-228, gross alpha particle activity, beta particle and photon radioactivity, and uranium shall be as listed in 40 C.F.R. 141.66.

(7) Organic chemicals.

(a) The department shall consider standards under this subsection primary standards.

(b) VOCs.

(i) The MCLs for VOCs shall be as listed in 40 C.F.R. 141.61(a).

(ii) The department shall determine compliance with this subsection based on compliance with 40 C.F.R. 141.24(f).

(c) SOCs.

(i) MCLs for SOCs shall be as listed in 40 C.F.R. 141.61(c).

(ii) The department shall determine compliance with this subsection based on compliance with 40 C.F.R. 141.24(h).

(8) Other chemicals.

(a) The state board of health shall determine maximum contaminant levels for any additional substances.

(b) Purveyors may be directed by the department to comply with state advisory levels (SALs) for contaminants that do not have a MCL established in chapter 246-290 WAC. SALs shall be:

(i) MCLs that have been promulgated by the EPA, but which have not yet been adopted by the state board of health; or

(ii) State board of health adopted levels for substances recommended by the department and not having an EPA established MCL. A listing of these may be found in the department document titled *Procedures and References for the Determination of State Advisory Levels for Drinking Water Contaminants* dated June 1996, that has been approved by the state board of health and is available.

[Statutory Authority: RCW 43.20.050 and 70.119A.080. WSR 17-01-062, § 246-290-310, filed 12/14/16, effective 1/14/17. Statutory Authority: RCW 43.20.050. WSR 09-21-045, § 246-290-310, filed 10/13/09, effective 1/4/10. Statutory Authority: RCW 70.119A.180 and 43.20.050. WSR 08-03-061, § 246-290-310, filed 1/14/08, effective 2/14/08. Statutory Authority: RCW 43.20.050 and 70.119A.080. WSR 04-04-056, § 246-290-310, filed 1/30/04, effective 3/1/04. Statutory Authority: RCW 43.20.050 (2) and (3) and 70.119A.080. WSR 03-08-037, § 246-290-310, filed 3/27/03, effective 4/27/03. Statutory Authority: RCW 43.02.050 [43.20.050]. WSR 99-07-021, § 246-290-310, filed 3/9/99, effective 4/9/99. Statutory Authority: RCW 43.20.050. WSR 94-14-001, § 246-290-310, filed 6/22/94, effective 7/23/94; WSR 93-08-011 (Order 352B), § 246-290-310, filed 3/25/93, effective 4/25/93; WSR 92-04-070 (Order 241B), § 246-290-310, filed 2/4/92, effective 3/6/92. Statutory Authority: Chapter 43.20 RCW. WSR 91-07-031 (Order 150B), § 246-290-310, filed 3/15/91, effective 4/15/91. Statutory Authority: RCW 43.20.050. WSR 91-02-051 (Order 124B), recodified as § 246-290-310, filed 12/27/90, effective 1/31/91. Statutory Authority: P.L. 99-339. WSR 89-21-020 (Order 336), § 248-54-175, filed 10/10/89, effective 11/10/89. Statutory Authority: RCW 34.04.045. WSR 88-05-057 (Order 307), § 248-54-175, filed 2/17/88. Statutory Authority: RCW 43.20.050. WSR 83-19-002 (Order 266), § 248-54-175, filed 9/8/83.]

## **2021 City of McCleary Committees & Members**

### **Finance Committee:**

Councilmember Jenna Amsbury

Councilmember Joy Iversen

### **Public Relations and Communications Committee:**

Councilmember Jenna Amsbury

Councilmember Brycen Huff

Suggested participants: Dave Sisk, Andrea Dahl and Lisa Jones

### **Review Ordinance and Code Committee:**

Councilmember Joy Iversen

Councilmember Jenna Amsbury

### **Public Works Committee:**

Councilmember Brycen Huff

Councilmember Jaron Heller

McCleary Civic Renewal Council

### **Transportation Committee:**

Councilmember Iversen

Councilmember Brycen Huff

## 2021 BUDGET POSITION

City Of McCleary

Time: 08:50:59 Date: 02/04/2021

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001 Current Expense 01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining		
<b>511 Legislative</b>					
511 60 10 119	Legislative - Salaries And Wages	0.00	0.00	0.00	0.0%
511 60 20 119	Legislative - Personnel Benefits	0.00	0.00	0.00	0.0%
511 60 31 119	Legislative - Office & Operating Supplies	0.00	0.00	0.00	0.0%
<b>511 Legislative</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>513 Executive</b>					
513 10 10 119	Executive - Salaries And Wages	0.00	0.00	0.00	0.0%
513 10 20 119	Executive - Personnel Benefits	0.00	0.00	0.00	0.0%
513 10 31 119	Executive - Office & Operating Supplies	0.00	0.00	0.00	0.0%
513 10 41 119	Executive - Professional Services	0.00	0.00	0.00	0.0%
513 10 42 119	Communications - Executive	0.00	55.82	(55.82)	0.0%
<b>513 Executive</b>		<b>0.00</b>	<b>55.82</b>	<b>(55.82)</b>	<b>0.0%</b>
<b>514 Administration</b>					
514 10 10 119	Finance/Adminstration Salaries And Wages	0.00	0.00	0.00	0.0%
514 20 20 119	Finance/Admin Personnel Benefits	0.00	0.00	0.00	0.0%
514 20 31 119	Finance/Administration Supplies	0.00	0.00	0.00	0.0%
514 20 41 119	Finance/Admin Professional Services	0.00	240.43	(240.43)	0.0%
514 20 42 119	Finance/Administration Communications	0.00	466.62	(466.62)	0.0%
514 20 44 119	Finance/Administration Misc. Dues	0.00	0.00	0.00	0.0%
514 20 45 119	Finance/ Administration Rental/Lease Equipment	0.00	0.00	0.00	0.0%
514 20 46 119	Finance/Administration Advertising	0.00	495.70	(495.70)	0.0%
<b>514 Administration</b>		<b>0.00</b>	<b>1,202.75</b>	<b>(1,202.75)</b>	<b>0.0%</b>
<b>515 Legal Services</b>					
515 30 41 119	Professional Service - Shredding	0.00	62.90	(62.90)	0.0%
<b>515 Legal Services</b>		<b>0.00</b>	<b>62.90</b>	<b>(62.90)</b>	<b>0.0%</b>
<b>518 Central Services</b>					
518 30 41 119	General Government Professional Services/Cleaning	0.00	179.30	(179.30)	0.0%
518 30 42 119	General Government Professional Services	0.00	0.00	0.00	0.0%
518 40 31 119	General Government Supplies-general	0.00	0.00	0.00	0.0%
<b>518 Central Services</b>		<b>0.00</b>	<b>179.30</b>	<b>(179.30)</b>	<b>0.0%</b>
<b>521 Law Enforcement</b>					
521 20 10 119	Police Benefit Exchange	0.00	0.00	0.00	0.0%
521 20 11 119	Police Salaries & Wages	0.00	0.00	0.00	0.0%
521 20 20 119	Police Personnel Benefits	0.00	0.00	0.00	0.0%
521 20 23 119	Covid LEOFF1 Retirees Benefits	0.00	0.00	0.00	0.0%
521 20 30 119	Police Fuel	0.00	47.89	(47.89)	0.0%
521 20 31 119	Police Supplies	0.00	0.00	0.00	0.0%
521 20 41 119	Police Professional Services	0.00	0.00	0.00	0.0%
521 20 42 119	Polcie Communications	0.00	541.41	(541.41)	0.0%

## 2021 BUDGET POSITION

City Of McCleary

Time: 08:50:59 Date: 02/04/2021

Page: 2

001 Current Expense 01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining	
<b>521 Law Enforcement</b>				
521 20 45 119 Police Rental/Lease Equipment	0.00	156.14	(156.14)	0.0%
<b>521 Law Enforcement</b>	<b>0.00</b>	<b>745.44</b>	<b>(745.44)</b>	<b>0.0%</b>
<b>522 Fire Control</b>				
522 20 10 119 Fire - Salaries And Wages	0.00	0.00	0.00	0.0%
522 20 20 119 Fire - Personnel Benefits	0.00	0.00	0.00	0.0%
522 20 31 119 Fire - Supplies - Operating	0.00	1,110.41	(1,110.41)	0.0%
522 20 32 119 Fire Fuel	0.00	0.00	0.00	0.0%
522 20 41 119 Fire - Professional Services	0.00	0.00	0.00	0.0%
522 20 42 119 Fire Communications	0.00	10.56	(10.56)	0.0%
522 20 47 119 Fire Public Utility Serv.(City)	0.00	101.52	(101.52)	0.0%
522 70 10 119 Ambulance - Salaries And Wages	0.00	0.00	0.00	0.0%
522 70 20 119 Ambulance - Personnel Benefits	0.00	0.00	0.00	0.0%
522 70 31 119 Ambulance - Operating Supplies	0.00	0.00	0.00	0.0%
522 70 42 119 Ambulance - Communications	0.00	1.68	(1.68)	0.0%
522 70 44 119 Ambulance Advertising	0.00	0.00	0.00	0.0%
<b>522 Fire Control</b>	<b>0.00</b>	<b>1,224.17</b>	<b>(1,224.17)</b>	<b>0.0%</b>
<b>524 Protective Inspections</b>				
524 20 10 119 Building - Salaries And Wages	0.00	0.00	0.00	0.0%
524 20 20 119 Building - Personnel Benefits	0.00	0.00	0.00	0.0%
524 20 31 119 Building - Operating Supplies	0.00	0.00	0.00	0.0%
524 20 41 119 Building - Professional Services	0.00	89.65	(89.65)	0.0%
524 20 42 119 Current Expense Communications	0.00	41.98	(41.98)	0.0%
524 20 50 119 Building Dept. Rental/Lease Equipment	0.00	0.00	0.00	0.0%
<b>524 Protective Inspections</b>	<b>0.00</b>	<b>131.63</b>	<b>(131.63)</b>	<b>0.0%</b>
<b>536 Cemetery</b>				
536 20 10 119 Cemetery - Salaries & Wages-Cemetery	0.00	0.00	0.00	0.0%
536 20 20 119 Cemetery - Personnel Benefits-Cemetery	0.00	0.00	0.00	0.0%
536 20 31 119 Cemetery - Operating Supplies	0.00	0.00	0.00	0.0%
536 20 41 119 Cemetery - Professional Services	0.00	137.96	(137.96)	0.0%
536 20 42 119 Cemetery Communications	0.00	0.13	(0.13)	0.0%
536 20 48 119 Cemetery Repair & Maintenance	0.00	0.00	0.00	0.0%
<b>536 Cemetery</b>	<b>0.00</b>	<b>138.09</b>	<b>(138.09)</b>	<b>0.0%</b>
<b>576 Park Facilities</b>				
576 80 10 119 Park Facilities - Salaries & Wages - Park Facilities	0.00	0.00	0.00	0.0%
576 80 20 119 Park Facilities - Personnel Benefits - Park Facilities	0.00	0.00	0.00	0.0%
576 80 31 119 Park Facilities - Operating Supplies	0.00	0.00	0.00	0.0%
576 80 41 119 Park Facilities - Professional Services	0.00	308.81	(308.81)	0.0%
576 80 42 119 Park Facilities - Communications	0.00	0.84	(0.84)	0.0%
576 80 47 119 Park Facilities - Utilities Services	0.00	68.73	(68.73)	0.0%
576 80 48 119 Park Facilities Repair & Maintenance	0.00	0.00	0.00	0.0%

## 2021 BUDGET POSITION

City Of McCleary

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001 Current Expense 01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining	
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576 Park Facilities

576 Park Facilities	0.00	378.38	(378.38)	0.0%
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594 Capital Expenditures

594 14 64 119 Capital Outlay - Equipment-Admin	0.00	0.00	0.00	0.0%
594 21 62 119 Capital Outlay - Building - Police Remodel	0.00	0.00	0.00	0.0%
594 36 63 119 Cemetery - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 76 63 119 Park Facilities - Capital Outlay Building	0.00	0.00	0.00	0.0%

594 Capital Expenditures	0.00	0.00	0.00	0.0%
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<b>Fund Expenditures:</b>	<b>0.00</b>	<b>4,118.48</b>	<b>(4,118.48)</b>	<b>0.0%</b>
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<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(4,118.48)</b>	
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## 2021 BUDGET POSITION

City Of McCleary

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102 Street Fund 01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining	
<b>542 Streets - Maintenance</b>				
542 30 10 119 Streets - Salaries And Wages	0.00	0.00	0.00	0.0%
542 30 20 119 Streets - Personnel Benefits	0.00	0.00	0.00	0.0%
542 30 31 119 Streets - Supplies	0.00	0.00	0.00	0.0%
542 30 42 119 Streets Communications	0.00	2.94	(2.94)	0.0%
542 30 45 119 Streets Rental/lease Equipment	0.00	27.90	(27.90)	0.0%
542 30 48 119 Streets Repair & Maintenance	0.00	0.00	0.00	0.0%
542 31 41 119 Streets - Professional Services	0.00	268.92	(268.92)	0.0%
<b>542 Streets - Maintenance</b>	<b>0.00</b>	<b>299.76</b>	<b>(299.76)</b>	<b>0.0%</b>
<b>594 Capital Expenditures</b>				
595 30 62 119 Streets - Capital Outlay Building	0.00	0.00	0.00	0.0%
<b>594 Capital Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>299.76</b>	<b>(299.76)</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(299.76)</b>		

## 2021 BUDGET POSITION

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401 Light And Power Fund 01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining		
<b>533 Electric &amp; Gas Utilities</b>					
533 80 10 119	Light & Power - Salaries And Wages	0.00	0.00	0.00	0.0%
533 80 20 119	Light & Power - Personnel Benefits	0.00	0.00	0.00	0.0%
533 80 31 119	Light & Power - Operating Supplies	0.00	115.24	(115.24)	0.0%
533 80 41 119	Light & Power - Professional Services	0.00	600.13	(600.13)	0.0%
533 80 42 119	Light & Power Communications	0.00	384.79	(384.79)	0.0%
533 80 44 119	Light & Power Advertising	0.00	0.00	0.00	0.0%
533 80 45 119	Light & Power Rental/lease Equipment	0.00	27.98	(27.98)	0.0%
533 80 48 119	Light & Power - Repair And Maintenance	0.00	0.00	0.00	0.0%
<b>533 Electric &amp; Gas Utilities</b>		<b>0.00</b>	<b>1,128.14</b>	<b>(1,128.14)</b>	<b>0.0%</b>
<b>594 Capital Expenditures</b>					
594 33 64 119	Capital Outla - Equipment L&P	0.00	0.00	0.00	0.0%
<b>594 Capital Expenditures</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Fund Expenditures:</b>		<b>0.00</b>	<b>1,128.14</b>	<b>(1,128.14)</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>		<b>0.00</b>	<b>(1,128.14)</b>		



## 2021 BUDGET POSITION

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405 Water Fund 01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining	
<b>534 Water Utilities</b>				
534 70 10 119 Water - Salaries And Wages	0.00	0.00	0.00	0.0%
534 70 20 119 Water - Personnel Benefits	0.00	0.00	0.00	0.0%
534 70 31 119 Water - Operating-supplies	0.00	0.00	0.00	0.0%
534 70 41 119 Water - Professional Services	0.00	400.01	(400.01)	0.0%
534 70 42 119 Water Communications	0.00	320.54	(320.54)	0.0%
534 70 44 119 Water Advertising	0.00	0.00	0.00	0.0%
534 70 45 119 Water Rental/lease Equipment	0.00	27.96	(27.96)	0.0%
534 70 48 119 Water Repair And Maintenance	0.00	0.00	0.00	0.0%
534 70 49 119 Water Miscellaneous Training	0.00	0.00	0.00	0.0%
<b>534 Water Utilities</b>	<b>0.00</b>	<b>748.51</b>	<b>(748.51)</b>	<b>0.0%</b>
<b>594 Capital Expenditures</b>				
594 34 63 119 Water - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 34 64 119 Capital Outlay - Equipment Water	0.00	0.00	0.00	0.0%
<b>594 Capital Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>748.51</b>	<b>(748.51)</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(748.51)</b>		

## 2021 BUDGET POSITION

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407 Sewer Fund 01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining	
<b>535 Sewer</b>				
535 70 10 119 Sewer - Salaries And Wages	0.00	0.00	0.00	0.0%
535 70 20 119 Sewer - Personnel Benefits	0.00	0.00	0.00	0.0%
535 70 31 119 Sewer - Operating Supplies	0.00	1,790.96	(1,790.96)	0.0%
535 70 41 119 Sewer - Professional Services	0.00	2,595.01	(2,595.01)	0.0%
535 70 42 119 Sewer Communications	0.00	464.99	(464.99)	0.0%
535 70 44 119 Sewer Advertising	0.00	0.00	0.00	0.0%
535 70 45 119 Sewer Rental/lease Equipment	0.00	27.96	(27.96)	0.0%
535 70 48 119 Sewer Repair And Maintenance	0.00	0.00	0.00	0.0%
<b>535 Sewer</b>	<b>0.00</b>	<b>4,878.92</b>	<b>(4,878.92)</b>	<b>0.0%</b>
<b>594 Capital Expenditures</b>				
594 35 63 119 Sewer - Capital Outlay Building	0.00	0.00	0.00	0.0%
<b>594 Capital Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>4,878.92</b>	<b>(4,878.92)</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(4,878.92)</b>		

## 2021 BUDGET POSITION

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409 Storm Water Fund 01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining	
<b>531 Natural Resources</b>				
531 70 10 119 Storm Water - Salaries And Wages	0.00	0.00	0.00	0.0%
531 70 20 119 Storm Water - Personnel Benefits	0.00	0.00	0.00	0.0%
531 70 31 119 Storm Water - Operating Supplies	0.00	0.00	0.00	0.0%
531 70 38 119 Storm Water Rental/Lease Equipment	0.00	27.96	(27.96)	0.0%
531 70 41 119 Storm Water - Professional Services	0.00	286.39	(286.39)	0.0%
531 70 42 119 Stormwater Communications	0.00	13.85	(13.85)	0.0%
531 70 44 119 Stormwater Advertising	0.00	0.00	0.00	0.0%
531 70 48 119 Stormwater Vehicle & Equipment Repair & Maintenance	0.00	0.00	0.00	0.0%
<b>531 Natural Resources</b>	<b>0.00</b>	<b>328.20</b>	<b>(328.20)</b>	<b>0.0%</b>
<b>594 Capital Expenditures</b>				
594 31 62 119 Storm Water - Capital Outlay Building	0.00	0.00	0.00	0.0%
<b>594 Capital Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>328.20</b>	<b>(328.20)</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(328.20)</b>		

## 2021 BUDGET POSITION TOTALS

City Of McCleary

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Fund	Revenue Budgeted	Received	Expense Budgeted	Spent
001 Current Expense	0.00	0.00	0.0%	4,118.48 0%
102 Street Fund	0.00	0.00	0.0%	299.76 0%
401 Light And Power Fund	0.00	0.00	0.0%	1,128.14 0%
405 Water Fund	0.00	0.00	0.0%	748.51 0%
407 Sewer Fund	0.00	0.00	0.0%	4,878.92 0%
409 Storm Water Fund	0.00	0.00	0.0%	328.20 0%
	0.00	0.00	0.0%	11,502.01 0%