

McCleary City Council Agenda

04/24/19- 6:30PM

Flag Salute			
Roll Call:Pos. 1-Richey, _	Pos. 2-Hu	uff ,	Pos. 3- Heller, Pos. 4- Blankenship, Pos. 5- Iversen
J. G. Santa			
Presentation	Н		Port of Grays Harbor Presentation
Mayor Comments	H		
Public Comment	H,,		4/10/2010
Minutes	Tab	А	4/10/2019
Approval of Vouchers			
Staff Reports	Таь	В	Chris Coker
Stail Reports	LITAD	В	CHI S CORCI
Old Business	Tab	С	Truck Route
,			
New Business	Tab	D	WSDOT Surplus - Land Purchase
	Tab	Ε	Whitney Equip. Co. Agreement
	Tab	F	Summer Schedule - Discussion
Ordinances			
Resolutions			
Contracts			
Mayor/Council Comments	Ш		
Public Comments			
Adjourn/Recess Meeting			

Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request
The City of McCleary is an equal opportunity provider and employer.
La ciudad de McCleary as un proveedor de igualdad de oportunidades y el empleador

TAB - A

CITY OF MCCLEARY Regular City Council Meeting Wednesday, April 10, 2019

ROLL CALL AND FLAG SALUTE

Councilmembers Huff, Heller, Blankenship and Iversen were in attendance.

ABSENT

Councilmember Richey was absent. It was moved by Councilmember Huff, seconded by Councilmember Blankenship to excuse Councilmember Richey's absence. Motion Carried 4-0.

STAFF PRESENT

Present at the meeting were Director of Public Works Todd Baun, Clerk-Treasurer Wendy Collins, Chief Blumer and Attorney Chris Coker.

PRESENTATION

A presentation was given on behalf of Summit Pacific Walk-in Medication Assisted Treatment (MAT) Clinic. Beth and Amber work with the program and provided an overview of the new program.

EXECUTIVE SESSION

None.

PUBLIC COMMENTS

Kim Heller has been volunteering her help at Beerbower Park. She has been weeding, pruning and planting flower bulbs. The kindergarten children at the McCleary School are painting pictures of trees to display around the train at the park.

Bob Pringle reported people are speeding on Main Street up to 45 mph since the 3rd Street Project started. He believes the speeding is ridiculous on a detour route and people should slow down. Chief Blumer stated between 7:30 am and 10:30 am, Officer Morrison was called in to monitor the detour route and there were zero speeders. Mr. Pringle appreciates the steps taken regarding his complaint at the last meeting. He appreciates Joshua Cooper working with him.

Andrea Dahl asked if there is any language in the 3rd Street Contract in regards to maintaining the road in front of the school. The road is showing damage and she is concerned about it not getting corrected after the project is completed. Mayor Orffer assured her the City will check into it.

John Carle owns property next to a WSDOT owned piece of property, which has an easement on it that he uses. He stated Jennifer Johnson from the WSDOT sent him a letter stating they are going to be selling the property. He spoke with his attorney about purchasing the property if the City decides not to purchase it. The City has first right of refusal for the purchase of the property. Mayor Orffer stated the City has desired to purchase that property for many years, long before she became Mayor, to use for utility expansion. The property has been included in the annual budget for many years in the event it went up for sale. Mr. Carle stated he has tried to buy it fifteen-years ago, and at that time, was told it was designated as a wetland.

MAYOR COMMENTS

Mayor Orffer thanked Mayor Pro Tem Huff for Chairing the last meeting in her absence. She also thanked the City Crew for all of their hard work on the 3rd Street Project.

VOUCHERS

Accounts Payable checks approved were 45862 - 45901, including EFT's, in the amount of \$137,879.71.

It was moved by Councilmember Blankenship, seconded by Councilmember Heller to approve the vouchers. Motion Carried 4-0.

MINUTES APPROVED

It was moved by Councilmember Iversen, seconded by Councilmember Huff to adopt the minutes from the March 27, 2019 meeting. Motion Carried 4-0.

CITY ATTORNEY REPORT

Chris Coker provided a written report for the Council.

DIRECTOR OF PUBLIC WORKS

REPORT

Todd Baun provided a written report for the Council.

POLICE CHIEF REPORT

None.

LINDSEY BAUM GARDEN

Michelle Ames spoke on behalf of the Lindsey Baum Memorial in Beerbower Park. She provided a drawing of the layout for the tree and the butterfly bench. She has contacted different companies to donate supplies for the project. She distributed a budget sheet to the Council showing the cost and how they will pay for the project. It was moved by Councilmember Blankenship, seconded by Councilmember Iversen to approve the Lindsey Baum Memorial Plan and tree removal. Motion Carried 4-0.

DEPARTMENT OF ENTERPRISE AGREEMENT RENEWAL

It was moved by Councilmember Heller, seconded by Councilmember Huff to authorize the Mayor to sign the Department of Enterprise Three-Year Renewal Agreement. Motion Carried 4-0.

IT CONTRACT RENEWAL

Tabled.

STIP AMENDMENT

Todd Baun previously reported there would be additional grant money awarded from the Highway Infrastructure Program (HIP) and the City has not officially accepted the HIP funds. If the Council does accept the funds, they also need to amend them into our Statewide Transportation Improvement Program (STIP), prior to April 16th. The grant amount for the HIP/Rural award is \$74,644 with a local match amount of \$11,650 for a total of \$86,294. It was moved by Councilmember Iversen, seconded by Councilmember Heller to accept the HIP Grant Funding and approve the STIP Amendment as presented. Motion Carried 4-0.

CRITICAL AREAS

Todd Baun will set up a Public Hearing and review for the draft Critical Areas Ordinance to go over any changes. He will schedule it for the first meeting in May.

HOME ABATEMENT DISCUSSION

There are a few houses in McCleary with issues. We need to handle them in the most cost effective way. Mayor Orffer asked for the nuisance report to be prepared for the Council again. This report used to be provided in the packet and was a good resource for the Council to stay on top of what nuisance issues are current and how they are being dealt with. It included updates and warrant status on the code issue report.

LAND ACQUISITION

The property Mr. Carle referred to earlier in the meeting is property the City is very interested in purchasing. Councilmember Iversen asked if the City owned the property, what expense would it bring to the City and Todd responded it would be basically mowing and maintenance, which would be added to the current property maintenance plan. Mr. Carle stated he wants to purchase the land himself to prevent any buildings from going up near his property. He would like to request his attorney to write up a proposal stating if he purchased the property, he would allow a large easement for the City. Councilmember Blankenship would like to see his attorney's proposal when its ready. Mayor Orffer added that this situation was brought up many years ago. She wants the Council to be mindful that the parties involved will change over the years and whatever we decide, may be impacted when the people involved are no longer the decision makers. Twenty years from now, Mr. Carle may sell to someone that does not want to be as cooperative with sharing the easement or, the Council may want to build something on the property and the new owner may be unwilling to participate in an agreement. What is decided now, will impact the future so she wants the Council to make a decision with all of these potential situations in mind.

TRUCK ROUTE MODIFICATION

Councilmember Blankenship provided information supporting a truck route in McCleary for 3rd Street. Other towns have permitted truck routes that require the company of large trucks to purchase an annual permit to use the streets. The money from the permitting would be used to help maintain the wear and tear the trucks create while using the street. The Council will review the information and discuss at the next meeting.

PUBLIC COMMENT

Councilmember Huff asked Todd Baun when the Ash Street potholes would be addressed and Todd stated they will be fixed this summer.

MEETING ADJOURNED

It was moved by Councilmember Huff, seconded by Councilmember Heller to adjourn the meeting at 8:11 pm.

Sue Portshy announced the Methodist Church will be closing their doors the last day of June 2019. She is concerned about how to move forward with the museum moving into the church and when and how the City will take the building over. The City has not heard whether the church plans on donating the building or if they were desiring to sell the building. The Council will need that information before we can move forward. Mayor Orffer will contact the pastor to discuss what are the next steps for all parties involved.

It was moved by Councilmember Huff, seconded by Councilmember Iversen to adjourn the meeting at 8:20 pm. The next meeting will be Wednesday, April 24, 2019 at 6:30 pm. Motion Carried 4-0.

Approved by Mayor Brenda Orffer and Clerk-Treasurer Wendy Collins.

TAB - B

TAB - C

'm the Region Traffic Operations Engineer.

From: blbmlb12@comcast.net <blbmlb12@comcast.net>

Sent: Thursday, April 4, 2019 2:57 PM **To:** Perez, Joseph < PerezJ@wsdot.wa.gov >

Subject: RE: McCleary Truck Route

Thank you Joseph. What is your title at the Department of Transportation?

Ben Blankenship

From: Perez, Joseph < PerezJ@wsdot.wa.gov>

Sent: Thursday, April 4, 2019 1:35 PM

To: blbmlb12@comcast.net

Cc: Engel, Dennis < EngelD@wsdot.wa.gov>; Kim, Steve < KimS@wsdot.wa.gov>; West, Tracy

<<u>WestTr@wsdot.wa.gov</u>>

Subject: RE: McCleary Truck Route

Mr. Blankenship,

From what I understand, it is the City of McCleary's desire to restrict truck traffic on 3rd ST because of structural pavement issues. Our interpretation of the RCW cited below doesn't apply since the City is not prohibiting truck traffic on a State Route. We do support the City's effort in collecting fees from trucks if they were to use City streets, to help offset the cost of pavement repair on City streets.

From: Engel, Dennis < EngelD@wsdot.wa.gov>

Sent: Monday, April 1, 2019 12:36 PM

To: Perez, Joseph < PerezJ@wsdot.wa.gov >

Subject: FW: McCleary Truck Route

From: Heryford, Justin < HeryfoJ@wsdot.wa.gov >

Sent: Monday, April 1, 2019 12:01 PM **To:** Engel, Dennis < EngelD@wsdot.wa.gov>

Subject: McCleary Truck Route

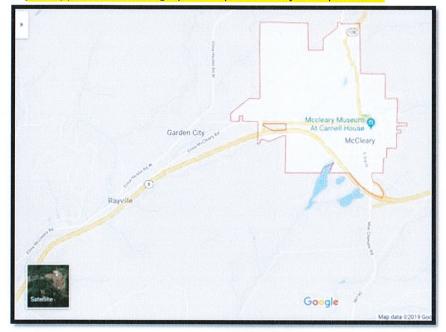
Dennis,

Per my voice message:

Truck route through McCleary, Ben Blankenship (City of McCleary) has questions regarding the use of a city street that is designated a truck route. He has a request to remove the truck route designation that routes truck traffic past a school and redirects them to use SR108. I believe now he's concerned with truck traffic getting off of SR8 at Mox-Chehalis and cutting through town (toward Shelton).

He referenced RCW 46.44.080:

"FURTHER, That the governing authorities of incorporated cities and towns shall not prohibit the use of any city street designated a part of the route of any primary state highway through any such incorporated city or town by vehicles or any class of vehicles or impose any restrictions or reductions in permissible weights unless such restriction, limitation, or prohibition, or reduction in permissible weights be first approved in writing by the department of transportation."



Mr. Blankenship's phone number is lam not sure who to direct his inquiry to.

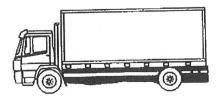
Please let me know if you are not the person in OR that would address his concern.

Thank you,

Justin Heryford WSDOT Commercial Vehicle Services



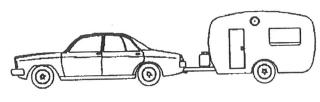
Class 1
Short Vehicle



Class 3
Two Axle Truck



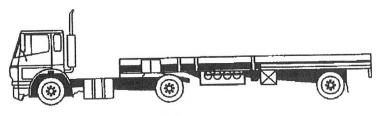
Class 5
Four Axle Truck



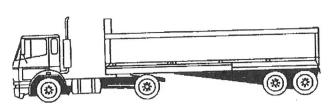
Class 2
Short Vehicle Towing



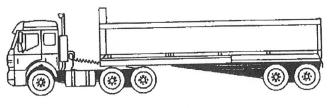
Class 4
Three Axle Truck



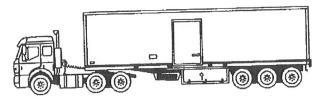
Class 6
Three Axle Articulated Vehicle



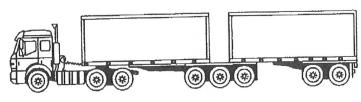
Class 7
Four Axle Articulated Vehicle



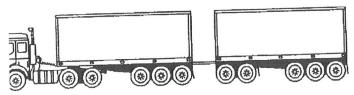
Class 8
Five Axle Articulated Vehicle



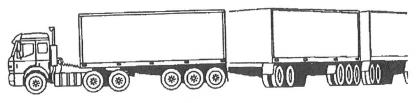
Class 9
Six Axle Articulated Vehicle



Class 10 B Double



Class 11
Double Road Train



Class 12
Triple Road Train

- Class 1: GVWR of 0 to 6,000 pounds
- Class 2: GVWR of 6,001 to 10,000 pounds
- Class 3: GVWR of 10,001 to 14,000
 Medium-Duty Trucks
- Class 4: GVWR of 14,001 to 16,000 pounds
- Class 5: GVWR of 16,001 to 19,500 pounds
- Class 6: GVWR of 19,501 to 26,000 pounds
 Heavy-Duty Trucks

Note: operators in this category must hold a Class B CDL to drive the vehicle.

- Class 7: GVWR of 26,001 to 33,000 pounds
- Class 8: GVWR of 33,001 pounds or more

- 1. Maintenance of proper streets is necessary for the public health and safety.
- 2. Travel over certain of the streets by trucks or motor vehicles having a weight greater than the amount specified herein creates an undue risk of damage to those streets, thereby creating a hazardous situation.

Those certain streets and portions of streets or avenues specified in Attachment Number 1 are hereby designated as truck routes.

On and after the _____ day of ______, 201_, it shall be unlawful for any person to drive or to operate a motor vehicle having a gross weight greater than fourteen thousand pounds on any street or alley within the corporate limits except on such streets or alley designated on this Ordinance: PROVIDED, however, that vehicles of a greater weight or larger capacity may be operated from said truck route upon other streets when it is necessary to do so for the purpose of making deliveries for the purpose of picking up merchandise or articles to be transported in such vehicles: PROVIDED that in making such deliveries or pickups they shall be made from the shortest reasonable route from the above-named truck routes: PROVIDED still further that, upon application of the owner or operator, the public works director or his designee may issue a special permit for the operation of the larger vehicle on other streets where it is necessary to do so. Such permit shall be valid; the gross weight limit allowed; and may be conditioned, in the discretion of the public works director or his designee on the posting of such performance bond as may be reasonably necessary to ensure that any damage done to the streets is repaired.

Overload permit - Required.

Overload permit - Application.

Overload permit – Time limitation.

Overload permit – Restrictions.

Overload permit – Fees.

Overload permit - Exemptions.

Approved routes for overweight vehicles.

Temporary restrictions.

Overweight vehicle parking restrictions.

Violation - Penalty.

Overload permit - Required.

It is unlawful, without a valid permit, to operate any vehicle on a street or alley of the city with a licensed gross vehicle weight in excess of fourteen thousand pounds.

Overload permit – Application.

Permits to operate an overloaded vehicle may be obtained from the city. Application for overload permit shall be in the form prescribed by the city. Said permit shall require the following information:

- A. Name, address and telephone number of the applicant.
- B. Nature of load (type of material and/or equipment to be transported).
- C. Location by name and address of job site or place of delivery.
- D. Vehicle type, year and license number.
- E. Estimate of time in days that the permit will be required.
- F. Gross licensed weight of the vehicle.
- G. Proposed route to be approved by the city setting forth the streets upon which said vehicle will be driven.
- H. Proof of liability insurance as required by state law.

Overload permit – Time limitation.

Permits will be valid only for the length of time necessary to complete a particular job or delivery and in no case shall be for longer than one year.

Overload permit - Restrictions.

The city shall, following those standards used in RCW **46.44.093**, issue or withhold overload permits at its discretion or make reasonable requirements for the operation of said vehicles when necessary to assure against damage to road or street foundation or surfaces, safety of other traffic and may require such measures to protect the city's roads, streets and roadbeds.

Overload permit – Fees.

Permit fees shall be established by the city council as set forth in this Ordinance. Applicants may pay for a permit on an annual basis under terms set forth below:

Overload permits (legal load is fourteen thousand lbs.):

Amount over 14,000 lbs.	1 Day	1 Year	Class #
14,001 – 16,000	\$30.00	\$120.00	4
16,001 – 19,500	\$45.00	\$170.00	5
19,001 – 26,000	\$60.00	\$220.00	6
26,001 – 33,000	\$90.00	\$280.00	7
33,001 – 80,000	\$130.00	\$330.00	8
>80,001 Shall Use	State Hi	ghway Sys	stem

If truck is under legal load limit, no charge or permit is required.

Overload permit - Exemptions.

The following vehicles shall be exempt from the permit process described in this chapter.

- A. All vehicles owned and operated by governmental agencies.
- B. Emergency vehicles, solid waste disposal vehicles, and school buses.
- C. Vehicles transporting perishable goods or commodities to locations within the city for local delivery.
- D. Recreational vehicles including motor homes, campers, and travel trailers.

E. Tractors of combination vehicles belonging to or operated by persons permanently residing within the city limits and used for commuting to work places located outside of the city limits. Drivers of said vehicles shall register them with the city including the name and address of the owner and/or driver, vehicle license number, and shall obtain from the public works director an approved route into and out of the city. A condition of the issuance of such exemption is that said vehicle will not be allowed to run at idle within the city limits for more than ten minutes and said vehicles shall not park on any city right-of-way, and shall park on hard surfaces such as concrete, asphalt and gravel.

Approved routes for overweight vehicles.

Overweight vehicles and those vehicles in excess of eight feet in width, those vehicles in excess of thirty feet in length including tractor and trailer, and all vehicles transporting radioactive or hazardous cargo, may operate on the following city streets without permit:

- A. West Simpson Ave
- B. North Summit Road to the State Route 108 intersection

It is the purpose of this section to restrict truck traffic in the city of McCleary to the maximum extent possible to the state highway system. In furtherance of this purpose, all trucks, truck tractors, truck and trailer combinations or truck tractor and semitrailer combinations over eight feet in width, over 30 feet in length, or over 80,000 pounds licensed gross weight, and all vehicles transporting radioactive or hazardous cargo, shall be restricted to the state highway system.

Temporary restrictions.

The public works director or his designee may temporarily prohibit the operation of any vehicles or may impose weight limits different than those set forth herein when the public streets due to temporary conditions will be damaged by use by any vehicles unless said use or vehicle weight is restricted. Signs setting forth the temporary conditions shall be erected stating that the use of the street or right-of-way is restricted.

Overweight vehicle parking restrictions.

No overweight vehicle shall be parked within the city except for those vehicles registered with the city pursuant to this Ordinance.

Permit Decal Required.

Possession of a permit as required by MMC must be evidenced by a permit decal, issued by the City Clerk's Office, and prominently displayed on the upper right front windshield of such truck.

Violation – Penalty.

Any person violating the provisions of this Chapter shall be subject to the following penalties:

- A. Upon a finding of committed as to up to two notices of infraction alleging a violation of this ordinance within any twelve-month period, the party shall be subject to a penalty not to exceed \$300: PROVIDED: that the court upon such finding may also require restitution for any damage suffered.
- B. Upon a third or subsequent finding of violation within any twelve-month period, the party shall be subject to punishment as provided in the general penalty provision of the first paragraph of section 1.20.010 M.M.C., as now existing or hereafter amended or supplanted: PROVIDED that, in addition to any fine or fair sentence, restitution for any damage may be required.



APPLICATION FOR OVERLOAD PERMIT

OVERLOAD PERMIT #____ **COMPANY NAME:** DOT#: PHYSICAL ADDRESS: STATE: ZIP: MAILING ADDRESS: STATE: ZIP: **CONTACT PERSON:** PHONE: **EMAIL Detailed Description of Non-Reducible Load or Vehicle** DATE OF TRAVEL: **DESTINATION: ESTIMATED TRIPS: Complete Proposed Route of Travel in City Limits BEGINNING STREET ENDING STREET OTHER STREETS** TIME SPENT IN # OF DAILY CITY LIMITS **TRIPS** GVW: WIDTH: HEIGHT: TRAILER LOAD: # OF AXLES: FRONT OVERHANG: **REAR OVERHANG: FOR OFFICE USE ONLY** Date Received and Initials: APPROVED BY: **SPECIAL CONDITIONS**

Applicant Name & Phone Number **Gross Vehicle** Weight Vehicle Type, Year, License Number, Color **Issued By** Permit Amount Date of Issue **Permit Number**

RCW 46.44.080

Local regulations—State highway regulations.

Local authorities with respect to public highways under their jurisdiction may prohibit the operation thereon of motor trucks or other vehicles or may impose limits as to the weight thereof, or any other restrictions as may be deemed necessary, whenever any such public highway by reason of rain, snow, climatic or other conditions, will be seriously damaged or destroyed unless the operation of vehicles thereon be prohibited or restricted or the permissible weights thereof reduced: PROVIDED, That whenever a highway has been closed generally to vehicles or specified classes of vehicles, local authorities shall by general rule or by special permit authorize the operation thereon of school buses, emergency vehicles, and motor trucks transporting perishable commodities or commodities necessary for the health and welfare of local residents under such weight and speed restrictions as the local authorities deem necessary to protect the highway from undue damage: PROVIDED FURTHER, That the governing authorities of incorporated cities and towns shall not prohibit the use of any city street designated a part of the route of any primary state highway through any such incorporated city or town by vehicles or any class of vehicles or impose any restrictions or reductions in permissible weights unless such restriction, limitation, or prohibition, or reduction in permissible weights be first approved in writing by the department of transportation.

The local authorities imposing any such restrictions or limitations, or prohibiting any use or reducing the permissible weights shall do so by proper ordinance or resolution and shall erect or cause to be erected and maintained signs designating the provisions of the ordinance or resolution in each end of the portion of any public highway affected thereby, and no such ordinance or resolution shall be effective unless and until such signs are erected and maintained.

The department shall have the same authority as hereinabove granted to local authorities to prohibit or restrict the operation of vehicles upon state highways. The department shall give public notice of closure or restriction. The department may issue special permits for the operation of school buses and motor trucks transporting perishable commodities or commodities necessary for the health and welfare of local residents under specified weight and speed restrictions as may be necessary to protect any state highway from undue damage.

RCW 46.44.090

Special permits for oversize or overweight movements.

The department of transportation, pursuant to its rules with respect to state highways, and local authorities, with respect to public highways under their jurisdiction, may, upon application in writing and good cause being shown therefor, issue a special permit in writing, or electronically, authorizing the applicant to operate or move a vehicle or combination of vehicles of a size, weight of vehicle, or load exceeding the maximum set forth in RCW 46.44.010, 46.44.020, 46.44.030, 46.44.034, and 46.44.041 upon any public highway under the jurisdiction of the authority granting such permit and for the maintenance of which such authority is responsible. [2006 c 334 § 17; 2001 c 262 § 1; 1977 ex.s. c 151 § 30; 1975-'76 2nd ex.s. c 64 § 13; 1961 c 12 § 46.44.090. Prior: 1951 c 269 § 34; prior: 1949 c 221 § 3, part; 1947 c 200 § 7, part; 1945 c 177 § 1, part; 1937 c 189 § 55, part; Rem. Supp. 1949 § 6360-55, part.]

NOTES:

Effective date—2006 c 334: See note following RCW <u>47.01.051</u>.

Federal requirements—1977 ex.s. c 151: See RCW 47.98.070.

Effective dates—Severability—1975-'76 2nd ex.s. c 64: See notes following RCW <u>46.16A.455</u>.

All Traffic Data Services Wheat Ridge, CO 80033

17:00	14:00 3			14:00 8	12:00 4	12:00 4		14:00 4	15:00 15	15:00 4	17:00 47	16:00 195	12:00	PM Peak Vol.
167	4 6			9	4	4		4	12	4	32	108	9	Vol.
11:00	00:90			00:90	00:00	00:90		00:60	08:00	11:00	11:00	11:00	04:00	AM Peak
	0.5%	%0.0	%0.0	1.5%	1.1%	1.0%	%0.0	1.0%	4.0%	%9.0	16.1%	72.0%	2.1%	Percent
2597	4	0	0	40	28	27	0	26	104	15	418	1871	54	Day Total
16	0	0	0	0	2	0	0	0	0	0	2	12	0	23:00
15	0	0	0	0	0	0	0	0	2	0	0	13	0	22:00
63	0	0	0	2	0	0	0	0	0	0	9	22	0	21:00
71	0	0	0	0	0	0	0	0	0	0	∞	61	2	20:00
112	0	0	0	0	0	2	0	0	2	0	15	93	0	19:00
182	0	0	0	0	0	0	0	0	တ	0	29	142	7	18:00
248	0	0	0	0	0	0	0	0	9	0	47	191	4	17:00
247	0	0	0	0	0	2	0	4	∞	0	34	195	4	16:00
238	0	0	0	0	ဂ	က	0	0	15	4	39	170	4	15:00
169	က	0	0	œ	0	4	0	4	7	0	25	115	က	14:00
152	0	0	0	0	0	0	0	က	80	0	24	117	0	13:00
164	2	0	0	2	4	4	0	0	8	0	30	107	7	12 PM
167	_	0	0	4	_	0	0	4	6	4	32	108	4	11:00
136	0	0	0	4	4	0	0	0	4	0	27	26	0	10:00
125	0	0	0	4	4	4	0	4	2	0	29	70	2	00:60
142	0	0	0	4	4	0	0	5	12	7	20	92	9	08:00
128	4	0	0	4	4	4	0	0	0	က	19	87	က	07:00
115	4	0	0	9	0	4	0	0	4	2	17	74	4	00:90
4	0	0	0	7	0	0	0	7	7	0	თ	26	0	02:00
32	0	0	0	0	0	0	0	ო	က	0	9	4	9	04:00
თ	0	0	0	0	0	0	0	0	0	0	0	თ	0	03:00
2	0	0	0	0	0	0	0	0	0	0	0	2	0	02:00
9	0	0	0	0	0	0	0	0	0	0	0	9	0	01:00
14	0	0	0	0	2	0	0	0	0	0	0	12	0	10/16/18
Total	Multi	Multi	Multi	Double	Double	Double	Single	Single	6 Tire	Buses	Long	Trailers	Bikes	Time
	>6 Axl	6 Axle	<6 Axl	>6 Ax	5 Axle	<5 Axl	4 Axle	3 Axle	2 Axle		2 Axle	Cars &		Start

All Traffic Data Services
Wheat Ridge, CO 80033

	Total	16	4	7	13	34	47	119	110	143	106	142	137	184	148	213	226	231	249	173	156	82	53	27	17	2640		08:00	143	17:00	249
>6 Axl	Multi	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0.1%	05:00	2		
6 Axle	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
<6 Axl	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
>6 Axl	Double	0	0	0	0	0	0	9	4	2	0	4	4	က	ဖ	2	0	0	0	0	0	0	0	0	0	31	1.2%	00:90	9	13:00	9
5 Axle	Double	0	0	0	_	0	2	2	2	9	_	2	4	က	0	4	_	က	4	0	0	0	0	0	0	35	1.3%	08:00	9	14:00	4
<5 AxI	Double	0	0	0	0	0	0	0	0	2	0	2	4	0	4	4	_	က	0	0	0	0	0	0	0	20	0.8%	11:00	4	13:00	4
4 Axle	Single	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
3 Axle	Single	0	0	0	~	~	5	2	2	4	4	4	4	∞	4	4	4	0	0	0	0	0	0	0	0	20	1.9%	05:00	2	12:00	∞
2 Axle	6 Tire	0	0	0	0	2	4	10	0	00	00	12	12	∞	4	7	12	11	0	10	2	0	က	0	0	123	4.7%	10:00	12	15:00	12
	Buses	0	0	0	0	0	0	2	0	0	0	0	4	က	0	2	4	0	0	0	2	0	0	0	0	17	%9.0	11:00	4	15:00	4
2 Axle	Long	2	0	0	_	2	9	17	21	27	21	22	25	4	26	30	27	43	39	23	29	11	4	2	0	422	16.0%	08:00	27	16:00	43
Cars &	Trailers	10	4	7	2	23	26	77	72	86	29	88	92	106	102	154	172	168	206	136	116	74	43	25	17	1860	70.5%	10:00	88	17:00	206
	Bikes	4	0	0	2	0	2	က	9	8	2	∞	4	12	2	2	2	က	0	4	4	0	က	0	0	80	3.0%	08:00	00	12:00	12
Start	Time	10/17/18	01:00	02:00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Day Total	Percent	AM Peak	Vol.	PM Peak	Vol.

All Traffic Data Services Wheat Ridge, CO 80033

Date Start: 16-Oct-18
Date End: 18-Oct-18

139	/ Rd
Site Code:	McCleary
S	S-0
	Rd
	Mox Chehalis

	Total	24	5	7	10	40	44	104	126	180	122	132	154	168	190	191	245	222	262	182	103	73	75	37	20	2716		08:00	180	17:00	262	7953	
>6 Axl	Multi	0	0	0	0	0	0	2	0	0	0	0	2	0	4	0	0	0	0	0	0	0	0	0	0	∞	0.3%	00:90	2	13:00	4	24	
6 Axle	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0					0	
<6 Axl	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0					0	
>6 Axl	Double	0	0	0	0	0	2	∞	4	2	4	0	4	2	4	4	0	0	0	0	0	0	0	0	0	34	1.3%	00:90	∞	13:00	4	105	
5 Axle	Double	က	0	0	2	0	0	က	9	4	0	2	4	0	0	0	4	0	0	0	0	0	0	က	0	31	1.1%	07:00	9	15:00	4	94	
<5 Axl	Double	0	0	0	0	0	0	0	7	0	0	2	0	0	2	4	0	0	0	က	0	0	0	0	0	13	0.5%	07:00	2	14:00	4	09	
4 Axle	Single	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0					0	
3 Axle	Single	0	0	0	0	ന	4	2	12	∞	80	4	80	8	0	4	4	2	0	က	0	0	0	4	0	74	2.7%	07:00	12	12:00	∞	150	
2 Axle	6 Tire	က	0	0	0	9	0	9	9	16	4	∞	∞	9	14	က	12	∞	10	7	က	0	2	0	0	129	4.7%	08:00	16	13:00	4	356	
	Buses	0	0	0	0	0	0	0	7	2	0	0	0	4	4	0	4	0	0	0	0	0	0	0	0	16	%9.0	07:00	2	12:00	4	48	
2 Axle	Long	က	0	0	0	4	တ	6	18	26	26	27	24	33	34	27	37	46	48	27	12	13	တ	4	_	437	16.1%	10:00	27	17:00	48	1277	
Cars &	Trailers	80	2	7	∞	21	29	74	72	114	72	85	96	111	120	146	184	160	204	134	88	09	61	23	19	1901	%0.07	08:00	114	17:00	204	5632	
	Bikes	7	0	0	0	9	0	0	4	00	∞	4	∞	4	8	က	0	9	0	4	0	0	0	က	0	73	2.7%	08:00	∞	13:00	∞	207	
Start	Time	10/18/18	01:00	02:00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Day Total	Percent	AM Peak	Vol.	PM Peak	Vol.	Grand	

All Traffic Data Services Wheat Ridge, CO 80033

	Total	0	12	10	21	37	82	168	198	180	153	151	137	149	147	168	205	167	167	87	56	39	28	19	ω	2389		07:00	198	15:00	205
>6 Axl	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
6 Axle	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
<6 Axl	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
>6 Axl	Double	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
5 Axle	Double	0	0	_	0	0	4	0	က	4	4	0	_	2	0	0	0	0	0	0	0	0	0	0	0	19	0.8%	02:00	4	12:00	2
<5 AxI	Double	0	0	0	0	0	0	4	က	0	2	9	4	2	က	4	4	2	0	0	0	0	0	0	0	37	1.5%	10:00	9	14:00	4
4 Axle	Single	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
3 Axle	Single	0	0	0	0	0	0	0	7	4	တ	4	0	4	က	4	က	7	0	0	0	0	0	0	0	44	1.8%	07:00	11	12:00	4
2 Axle	6 Tire	0	0	0	0	2	12	1	4	12	80	∞	∞	7	17	∞	11	10	တ	4	4	4	0	0	0	137	2.7%	02:00	12	12:00	1
	Buses	0	0	0	0	0	0	0	4	4	4	0	_	2	0	က	4	0	0	2	0	0	0	0	0	24	1.0%	07:00	4	15:00	4
2 Axle	Long	0	4	4	7	∞	19	34	31	28	25	27	28	25	28	31	39	36	22	4	თ	4	2	4	4	433	18.1%	00:90	34	15:00	39
Cars &	Trailers	0	4	2	41	27	42	119	138	128	86	106	92	66	102	111	144	117	134	29	43	31	22	15	4	1665	%2.69	07:00	138	15:00	144
	Bikes	0	4	0	0	0	2	0	4	0	0	0	0	4	0	7	0	0	7	0	0	0	4	0	0	30	1.3%	02:00	2	14:00	7
Start	Time	10/16/18	01:00	02:00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Day Total	Percent	AM Peak	Vol.	PM Peak	Vol.

All Traffic Data Services

Wheat Ridge, CO 80033

Site Code: 139 Mox Chehalis Rd S-O McCleary Rd Date Start: 16-Oct-18 Date End: 18-Oct-18

Total 2382 204 >6 Axl 10:00 6 Axle %0.0 <6 Axl Multi %0.0 Double >6 Axl 0.1% 14:00 5 Axle Double 15:00 07:00 Double <5 Axl 12:00 1.1% 06:00 4 Axle Single 13:00 0.8% 00:60 3 Axle Single 02:00 15:00 5 2 Axle 6 Tire 11:00 0 5 5. Buses 0.8% 2 12:00 3 19 2 Axle 17.0% 08:00 32 15:00 35 404 Cars & 155 17:00 132 **Trailers** 58.2% 07:00 Bikes 2.4% 07:00 5 15:00 8 4000000044044044 400400

02:00 03:00 04:00 05:00 06:00

10/17/18

Time Start

08:00

10:00 11:00 12 PM 13:00 14:00 15:00 16:00 17:00

18:00 20:00 21:00 22:00 23:00

Day Total Percent AM Peak PM Peak

All Traffic Data Services Wheat Ridge, CO 80033

6 Axl Multi Total	0	0	0 14	0 21	0 42	0 95	0 180	0 234	0 174	0117	128	0 142														2	2	0.0		16 0.	
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Multi																											000000000000000000000000000000000000000	0.0%	00.0	0.0%	000
Multi	0	0	0	0	0	0	0	0	0	C	,	0	00	000	0000	00000	000000	000000	0000000	00000000	000000000	0000000000	00000000000	000000000000	000000000000	000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	
Double	0	0	0	0	0	0	0	0	0	0		0	00	000	0000	00000	00000	000000	0000000	00000000	000000000	0000000000	0000000000	00000000000	000000000000	000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	0 0 0 0 0 0 0 0 0 0 0 0 % 0.0
Double	0	0	~	0	0	2	0	4	2	4	,	4	4 (7	4 0 0	4 (1 (0 4	4 01 0 4 0	4 0 0 4 0 0	4 0 0 4 0 0 0	4 И ю 4 ОООИ	4 И ю 4 ОООИО	4	4	4	4	4	4 α α 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	4 7 a 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	4 4 4 6 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	6 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	6 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	4 4 4 4 7 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6
Double	0	0	0	0	0	0	0	4	0	0		4	4 (7	4 0 4	4 01 4 4	4	4	4	4	4	4	4	4	4	4	4 0 4 4 0 0 4 0 0 0 0 0 0 0 C	4 4 4 4 0 0 4 4 8 0 0 0 0 0 0 0 0 0 0 0	4 4 4 4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	4 4 4 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	4 4 4 4 7 7 7 7 7 7 7 1 1 1 1 1 1 1 1 1	4 4 4 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
Single	0	0	0	0	0	0	0	4	4	∞	•	4	4 4	4 4 W	4404	4 4 0 4 /	4 4 01 4 / 4	4 4 0 4 /- 4 0	4 4 0 4 / 4 0 0	4 4 0 4 1 - 4 0 0 0	4 4 0 4 /- 4 0 0 0 0	4 4 4 /- 4 4 0 0 0 0	4 4 N 4 / 4 N O O O O O	4 4 И 4 / 4 И 0 0 0 0 0 0	4 4 N 4 F 4 N O O O O O O O	4 4 0 4 r 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	4 4 4 4 6 4 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	4 4 4 7 4 7 4 7 4 7 4 7 4 7 4 7 4 7 4 8 8 8 8	4 4 7 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	4 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	4 4 7 7 7 7 7 7 9 9 9 9 9 9 9 9 9 9 9 9
Single	0	0	4	0	2	0	0	7	œ	∞	C	٥	ο 4	o 4 o	o 4 o 0	0 4 0 0 4	04 0 040	0 4 0 // 4 O 4	0 4 0 (1 4 0 4 0	0 4 0 0 4 0 0	0 4 0 0 4 0 0 0	0 4 0 0 4 0 0 0 4	0 4 0 0 4 0 4 0 0 0 4 0	0 4 0	0 4 0 // 4 0 4 0 0 0 4 0 0 0	0 4 0 0 4 0 0 0 4 0 0 0 0 0 0 0 0 0 0 0 0 0	2.00 4 0 0 0 4 0 0 0 0 0 0 0 0 0 0 0 0 0	2.3% 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.0	64 6 6 7 7 8 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	65 60 60 60 60 60 60 60 60 60 60	65 69 69 69 69 69 69 69 69 69 69
6 Tire	0	0	0	2	2		12	10	80	12	C	7	۸ 4	√ 1	√ 4 4 ∞	4 4 ∞ ±	Λ 4 4 ∞ ½ ∞	1 44 ∞5∞5	1 44 ∞5∞55	1 44	л 44 ∞	л 44 ∞	1 44	1 44	1 44 α	1 44 8	1 4 4 8		- · · · · · · · ·		_ \ \ \ \ \ \ \ \
Buses	0	0	0	0	0	0	2	2	4	2	c	J	o 0	000	0 0 N 4	⊃ O U 4 ખ	000 4 04) O () 4 () 4 ()	000 4 0400	000 4 04000	0 0 1 4 10 4 0 10 0 0	0 0 0 4 % 4 0 0 0 0 0	0 0 0 4 % 4 0 0 0 0 0 0	0 0 0 4 % 4 0 0 0 0 0 0	0 0 0 4 % 4 0 0 0 0 0 0 0	000 4 % 4 00000000000000000000000000000000000	0 0 7 4 % 4 % 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 7 4 % 4 % 7 % 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	25 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	25 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
Long	0	0	0	4	o	18	27	31	21	21	C	73	23	73 70 70	23 20 37	23 20 37 39	23 20 34 20 20 20	23 20 33 39 28 28	23 20 33 29 28 36	23 20 20 20 20 38 38	23 20 29 34 28 38 38 10	23 20 29 33 24 29 38 38 38 4 4	23 3 3 3 3 4 7 7 4 7 7 4 7 7 7 7 7 7 7 7	22 28 39 34 0 10 8 8 8 8 8 8 9 9 7 7 8 8 8 8 9 9 9 9 9 9	22 22 33 38 88 34 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	23 20 34 36 38 38 38 38 38 4 7 7	23 20 37 39 38 38 10 4 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	23 20 37 39 38 38 38 38 38 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	23 20 30 30 30 29 29 29 38 30 4 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 8	23 20 37 39 38 38 38 38 7 7 7 7 7 7 7 10 9 10 31 11 12 9 33 34 10 10 10 10 10 10 10 10 10 10 10 10 10	23 20 30 30 30 30 30 30 30 4 4 7 7 7 7 7 7 7 7 7 7 7 7 7 10 07:00 31 31 31 31 31 31 31 31 31 31 31 31 31
Trailers	4	—	თ	15	29	62	137	170	125	96	C	22	100	100 103	100 103 118	100 103 118	103 103 102 16	100 103 118 116 139	100 103 118 102 139	100 103 118 139 92 72	100 103 118 139 22 72 55	100 103 118 139 139 139 139 138	100 100 100 130 130 130 130 130 130 130	100 103 102 139 139 139 140 152 153 161 17	9.9 100 100 118 139 92 139 149 155 169 179 188 189 189 189 189 189 189 189 189 18	100 103 118 116 129 139 92 72 72 55 38 19 17 17	100 103 118 102 116 139 92 72 72 55 38 19 17 17 8	100 103 118 102 139 92 72 72 55 38 19 17 8 8 1726 67.9%	100 103 118 116 139 92 72 72 55 38 19 17 17 8 67.9% 07:00 170 16:00	100 103 118 102 139 92 72 72 55 38 19 17 8 67.9% 07:00 170 16:00	100 103 118 102 116 139 92 72 55 38 19 17 17 67.9% 07:00 170 170 170 170 170 170 170 170
		0	0	0	0	2	2	7	2	œ	C	O) (J	0 0 4	⊃ 01 4 ∞	⊃ 01 4 ∞ ω	0 4 00 00 4	0 4 6 6 4 4	0 4 % % 4 4 0	0	0	0	0	0	0	0 0 4 8 % 4 0 0 0 0 0 4 0 0 0 5		0.00.00 0.0	7.8 % 8 4 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	7 4 8 8 4 5 7 8 8 8 4 5 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	8 8 7 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
Start	10/18/18	01:00	02:00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	10.00	00.0	11:00	11:00 12 PM	11:00 12 PM 13:00	11:00 12 PM 13:00 14:00	11:00 12 PM 13:00 14:00 15:00	11:00 12 PM 13:00 14:00 15:00	11:00 12 PM 13:00 14:00 15:00 16:00	11:00 12 PM 13:00 14:00 15:00 17:00 18:00	11:00 12 PM 13:00 14:00 15:00 16:00 18:00	11:00 12 PM 13:00 14:00 16:00 17:00 19:00	11:00 12 PM 13:00 14:00 16:00 17:00 18:00 19:00 20:00	11:00 12 PM 13:00 14:00 15:00 17:00 19:00 20:00 22:00	11:00 12:00 13:00 14:00 15:00 16:00 18:00 19:00 20:00 22:00	12 PM 13:00 14:00 15:00 15:00 17:00 18:00 19:00 20:00 22:00 23:00 Day	12 PM 13:00 14:00 14:00 15:00 15:00 16:00 19:00 20:00 22:00 23:00 Day Total	11:00 12 PM 13:00 14:00 15:00 16:00 16:00 18:00 20:00 21:00 22:00 23:00 Day Total M Peak	11:00 12:00 13:00 14:00 15:00 15:00 17:00 19:00 20:00 22:00 22:00 23:00 Day Total Percent Nol.	11:00 12:00 13:00 14:00 15:00 15:00 16:00 19:00 20:00 20:00 20:00 20:00 20:00 20:00 20:00 20:00 20:00 20:00 20:00 20:00	11:00 12:00 13:00 14:00 15:00 15:00 17:00 22:00 22:00 22:00 22:00 23:00 N Peak Vol.

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	Total	14	9	2	တ	32	41	115	128	142	125	136	167	164	152	169	238	247	248	182	112	71	63	15	16	2597		11:00	167	17:00	248
>6 Axl	Multi	0	0	0	0	0	0	4	4	0	0	0	_	2	0	က	0	0	0	0	0	0	0	0	0	4	0.5%	00:90	4	14:00	က
6 Axle	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
<6 Ax	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
>6 Axl	Double	0	0	0	0	0	2	9	4	4	4	4	4	2	0	œ	0	0	0	0	0	0	2	0	0	40	1.5%	00:90	9	14:00	∞
5 Axle	Double	2	0	0	0	0	0	0	4	4	4	4	_	4	0	0	က	0	0	0	0	0	0	0	2	28	1.1%	00:20	4	12:00	4
<5 Axl	Double	0	0	0	0	0	0	4	4	0	4	0	0	4	0	4	က	2	0	0	2	0	0	0	0	27	1.0%	00:90	4	12:00	4
4 Axle	Single	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
3 Axle	Single	0	0	0	0	က	2	0	0	2	4	0	4	0	ო	4	0	4	0	0	0	0	0	0	0	26	1.0%	00:60	4	14:00	4
2 Axle	6 Tire	0	0	0	0	က	2	4	0	12	2	4	တ	ω	∞	7	15	∞	9	0	2	0	0	2	0	104	4.0%	08:00	12	15:00	15
	Buses	0	0	0	0	0	0	2	က	7	0	0	4	0	0	0	4	0	0	0	0	0	0	0	0	15	%9.0	11:00	4	15:00	4
2 Axle	Long	0	0	0	0	9	ത	17	19	20	29	27	32	30	24	25	39	34	47	29	15	00	9	0	2	418	16.1%	11:00	32	17:00	47
Cars &	Trailers	12	9	2	တ	14	26	74	87	92	70	97	108	107	117	115	170	195	191	142	93	61	55	13	12	1871	72.0%	11:00	108	16:00	195
	Bikes	0	0	0	0	9	0	4	က	9	2	0	4	7	0	က	4	4	4	2	0	2	0	0	0	54	2.1%	04:00	9	12:00	7
NB Start	Time	10/16/18	01:00	02:00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Day Total	Percent	AM Peak	Vol	PM Peak	Vol.

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Wheat Ridge, CO 80033

	Total	16	4	7	13	34	47	119	110	143	106	142	137	184	148	213	226	231	249	173	156	85	53	27	17	2640		08:00	143	17:00	249
>6 Axl	Multi	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0.1%	05:00	2		
6 Axle	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
<6 Axl	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
>6 Axl	Double	0	0	0	0	0	0	9	4	2	0	4	4	က	9	2	0	0	0	0	0	0	0	0	0	31	1.2%	00:90	9	13:00	9
5 Axle	Double	0	0	0	_	0	2	2	2	9	_	7	4	က	0	4	_	က	4	0	0	0	0	0	0	35	1.3%	08:00	9	14:00	4
<5 AxI	Double	0	0	0	0	0	0	0	0	2	0	2	4	0	4	4	_	က	0	0	0	0	0	0	0	20	0.8%	11:00	4	13:00	4
4 Axle	Single	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
3 Axle	Single	0	0	0	_	_	5	2	2	4	4	4	4	∞	4	4	4	0	0	0	0	0	0	0	0	20	1.9%	05:00	2	12:00	∞
2 Axle	6 Tire	0	0	0	0	2	4	10	0	∞	ω	12	12	∞	4	1	12	1	0	10	2	0	က	0	0	123	4.7%	10:00	12	15:00	12
	Buses	0	0	0	0	0	0	2	0	0	0	0	4	3	0	2	4	0	0	0	2	0	0	0	0	17	%9.0	11:00	4	15:00	4
2 Axle	Long	2	0	0	_	2	9	17	21	27	21	22	25	4	26	30	27	43	39	23	29	1	4	2	0	422	16.0%	08:00	27	16:00	43
Cars &	Trailers	10	4	7	2	23	26	77	72	86	29	88	92	106	102	154	172	168	206	136	116	74	43	25	17	1860	70.5%	10:00	88	17:00	206
	Bikes	4	0	0	2	0	2	က	9	∞	2	∞	4	12	2	2	2	က	0	4	4	0	က	0	0	80	3.0%	08:00	ω	12:00	12
Start	Time	10/17/18	01:00	02:00	03:00	04:00	05:00	00:90	07:00	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Day Total	Percent	AM Peak	Vol.	PM Peak	Vol.

All Traffic Data Services Wheat Ridge, CO 80033

	Total	24	2	7	10	40	44	104	126	180	122	132	154	168	190	191	245	222	262	182	103	73	75	37	20	2716		08:00	180	17:00	262	7953	
>6 AxI	Multi	0	0	0	0	0	0	2	0	0	0	0	2	0	4	0	0	0	0	0	0	0	0	0	0	∞	0.3%	00:90	2	13:00	4	24	7020
6 Axle	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0					0	0
<6 AxI	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0					0	200
>6 Axl	Double	0	0	0	0	0	2	œ	4	2	4	0	4	2	4	4	0	0	0	0	0	0	0	0	0	34	1.3%	00:90	∞	13:00	4	105	200
5 Axle	Double	က	0	0	2	0	0	က	9	4	0	7	4	0	0	0	4	0	0	0	0	0	0	က	0	31	1.1%	00:20	9	15:00	4	94	200
<5 Axl	Double	0	0	0	0	0	0	0	7	0	0	7	0	0	2	4	0	0	0	က	0	0	0	0	0	13	0.5%	07:00	2	14:00	4	09	0
4 Axle	Single	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0					0	
3 Axle	Single	0	0	0	0	က	4	2	12	∞	∞	4	ω	∞	0	4	4	2	0	က	0	0	0	4	0	74	2.7%	07:00	12	12:00	∞	150	300
2 Axle	6 Tire	က	0	0	0	9	0	9	9	16	4	∞	00	9	14	က	12	∞	10	1	က	0	2	0	0	129	4.7%	08:00	16	13:00	14	356	ì
	Buses	0	0	0	0	0	0	0	7	2	0	0	0	4	4	0	4	0	0	0	0	0	0	0	0	16	%9.0	07:00	2	12:00	4	48	ò
2 Axle	Long	ĸ	0	0	0	4	o	တ	18	26	26	27	24	33	34	27	37	46	48	27	12	13	o	4	_	437	16.1%	10:00	27	17:00	48	1277	
Cars &	Trailers	∞	2	7	∞	21	29	74	72	114	72	85	96	111	120	146	184	160	204	134	88	09	61	23	19	1901	%0.07	08:00	114	17:00	204	5632	1
	Bikes	7	0	0	0	9	0	0	4	∞	80	4	80	4	∞	8	0	9	0	4	0	0	0	က	0	73	2.7%	08:00	∞	13:00	∞	207	0
Start	Time	10/18/18	01:00	02:00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Day Total	Percent	AM Peak	Vol.	PM Peak	Vol.	Grand	

All Traffic Data Services Wheat Ridge, CO 80033

	Total	0	12	10	21	37	82	168	198	180	153	151	137	149	147	168	205	167	167	87	26	39	28	19	∞	2389		00:00	198	15:00	205
>6 AxI	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
6 Axle	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
<6 AxI	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
>6 Axl	Double	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
5 Axle	Double	0	0	_	0	0	4	0	က	4	4	0	_	7	0	0	0	0	0	0	0	0	0	0	0	19	0.8%	05:00	4	12:00	2
<5 Axl	Double	0	0	0	0	0	0	4	က	0	2	9	4	2	က	4	4	2	0	0	0	0	0	0	0	37	1.5%	10:00	9	14:00	4
4 Axle	Single	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
3 Axle	Single	0	0	0	0	0	0	0	7	4	တ	4	0	4	က	4	ന	2	0	0	0	0	0	0	0	44	1.8%	07:00	11	12:00	4
2 Axle	6 Tire	0	0	0	0	2	12	1	4	12	∞	∞	∞	7	11	80	1	10	တ	4	4	4	0	0	0	137	2.7%	02:00	12	12:00	1
	Buses	0	0	0	0	0	0	0	4	4	4	0	_	2	0	က	4	0	0	2	0	0	0	0	0	24	1.0%	00:20	4	15:00	4
2 Axle	Long	0	4	4	7	∞	19	34	31	28	25	27	28	25	28	31	39	36	22	4	თ	4	7	4	4	433	18.1%	00:90	34	15:00	39
Cars &	Trailers	0	4	5	14	27	42	119	138	128	86	106	92	66	102	111	144	117	134	67	43	31	22	15	4	1665	%2.69	07:00	138	15:00	144
	Bikes	0	4	0	0	0	S.	0	4	0	0	0	0	4	0	7	0	0	7	0	0	0	4	0	0	30	1.3%	05:00	5	14:00	7
Start	Time	10/16/18	01:00	02:00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Day Total	Percent	AM Peak	Vol.	PM Peak	Vol.

All Traffic Data Services
Wheat Ridge, CO 80033

	Total	10	က္	တ	18	49	105	178	204	151	134	138	152	130	130	174	199	164	174	110	29	53	25	9	7	2382		07:00	204	15:00	199
>6 Axl	Multi	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0.2%	10:00	4		
6 Axle	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
<6 Axl	Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0				
>6 Axl	Double	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	_	0	0	0	0	0	0	0	0	က	0.1%			14:00	2
5 Axle	Double	0	0	0	0	0	0	2	4	2	4	4	4	0	0	0	4	0	0	0	0	0	0	0	0	24	1.0%	07:00	4	15:00	4
<5 AxI	Double	0	0	0	0	0	0	4	2	0	0	4	4	4	2	2	0	0	0	4	0	0	0	0	0	26	1.1%	00:90	4	12:00	4
4 Axle	Single	0	0	0	0	0	0	0	0	0	4	0	0	က	4	4	4	0	0	0	0	0	0	0	0	19	0.8%	00:60	4	13:00	4
3 Axle	Single	0	0	4	0	0	4	2	4	2	4	0	2	4	0	4	S.	0	2	2	0	0	0	0	0	39	1.6%	02:00	4	15:00	2
2 Axle	6 Tire	0	0	0	0	2	10	10	9	12	<u>ග</u>	12	13	12	1	10	15	15	00	7	4	က	0	0	0	162	8.9%	11:00	13	15:00	15
	Buses	0	0	0	0	0	0	7	2	2	0	2	0	က	0	2	_	က	2	0	0	0	0	0	0	19	0.8%	00:90	2	12:00	က
2 Axle	Long	2	က	0	4	∞	21	26	26	32	25	26	27	23	20	30	35	25	26	19	10	1	2	0	0	404	17.0%	08:00	32	15:00	35
Cars &	Trailers	4	0	2	10	36	89	129	155	101	88	82	86	81	88	116	126	117	132	74	45	36	16	9	7	1624	68.2%	00:20	155	17:00	132
	Bikes	4	0	0	4	0	2	က	S	0	0	4	4	0	4	4	œ	4	4	4	0	0	4	0	0	28	2.4%	00:20	2	15:00	∞
Start	Time	10/17/18	01:00	02:00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Day Total	Percent	AM Peak	Vol.	PM Peak	Vol.

All Traffic Data Services Wheat Ridge, CO 80033

Date Start: 16-Oct-18
Date End: 18-Oct-18
Site Code: 139

Rd
McCleary
S-O
Mox Chehalis Rd

Total	4	_	4	21	42	95	180	234	174	159	142	151	161	189	169	165	191	146	117	67	52	34	23	11	2542		07:00	234	16:00	191	7313	
>6 Axl Multi	C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0					4	0.1%
6 Axle Multi	O	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0					0	%0.0
<6 Axl Multi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0					0	%0.0
>6 Axl Double	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%0.0					က	%0.0
5 Axle Double	0	0	_	0	0	2	0	4	2	4	4	2	9	4	0	0	0	2	0	0	0	0	0	0	31	1.2%	00:20	4	12:00	9	74	1.0%
<5 Axl Double	0	0	0	0	0	0	0	4	0	0	4	2	4	4	0	0	4	2	ന	0	0	0	0	0	27	1.1%	00:20	4	12:00	4	06	1.2%
4 Axle Single	0	0	0	0	0	0	0	4	4	∞	4	4	2	4	7	4	2	0	0	0	0	0	0	0	43	1.7%	00:60	∞	14:00	7	62	%8.0
3 Axle Single	0	0	4	0	2	0	0	7	∞	∞	9	4	9	2	4	0	4	0	0	0	4	0	0	0	29	2.3%	08:00	∞	12:00	9	142	1.9%
2 Axle 6 Tire	0	0	0	2	2	1	12	10	∞	12	2	4	14	∞	11	∞	12	12	4	2	4	4	က	0	155	6.1%	11:00	14	12:00	14	454	6.2%
Buses	0	0	0	0	0	0	2	2	4	2	0	0	2	4	က	4	0	2	0	0	0	0	0	0	25	1.0%	08:00	4	13:00	4	89	%6.0
2 Axle Long	0	0	0	4	တ	18	27	31	21	21	23	23	20	37	39	29	28	36	38	10	4	7	က	က	431	17.0%	07:00	31	14:00	39	1268	17.3%
Cars & Trailers	4	_	6	15	29	62	137	170	125	96	66	100	103	118	102	116	139	92	72	22	38	19	17	∞	1726	%6.79	00:20	170	16:00	139	5015	%9.89
Bikes	0	0	0	0	0	2	2	2	2	00	0	2	4	00	က	4	2	0	0	0	2	4	0	0	45	1.8%	00:60	∞	13:00	∞	133	1.8%
Start Time	10/18/18	01:00	02:00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Day Total	Percent	AM Peak	Vol.	PM Peak	Vol.	Grand	Percent

TAB - D

TAB - E



16120 Woodinville-Redmond Road Suite 3 Woodinville, WA 98072 www.weci.com 800-255-2580

Quote #: 30436 Date: 4/16/2019

City of McCleary Attn: Kevin Trewhella 100 S. 3rd St. McCleary, WA 98557

To whom is may concern,

Thank you for your interest in Whitney Equipment Company. We are pleased to offer the following service agreement for your facility.

This service agreement is for two (2) Flygt 3085 pumps & four (2) Flygt 4630 mixers. Duration of contract will last 5 years, and will be conducted in February of each year. The first service shall be conducted in June of 2019 and the contract will be fulfilled in June of 2023.

Maintenance is as follows:

- 1. Check & Change Oil & O-rings, and check condition of oil.
- 2.Inspect Volute, looking for wear on the volute face.
- 3.Inspect Impeller/ Propeller, looking for chips or cracks.
- 4.Inspect Wear/ Insert Ring, checking for cracks or tears in the ring.
- 5. Check that all seals hold pressure.
- 6.Inspect Cable, checking for nicks, cuts, bends, or swelling.
- 7. Megger Cable, to check the integrity of the insulation.
- 8. Perform a functional check of the start stop levels in the controller.
- 9. Check the float operation and positioning.

After the inspection is complete, a test run will be conducted, and an amp draw taken, to ensure pumps are operating at Flygt recommend levels.

Service agreement includes oil & o-rings. Any additional work to be done to the impeller, volute, cable, or motor housing, etc; will not be covered in this service agreement. However, such repairs will receive a 10% discount on standard labor and parts pricing.

Call outs for any additional service will be quoted at that time. After hours calls will be handled by Isaac Saavedra at 425-478-3389

Cost of service is \$1,200.00 yearly.

See Pg. 2

By signing this document you agree to the terms stated above.

Brenda Orffer X	_Date:
If you should need additional assistance, please feel free to contact Again, thank you for the opportunity.	us.
Sincerely,	
Colette Moilanen, Service Operations Manager	

Cc: Laura Haggard, Account Manager

MAINTENANCE SERVICE AGREEMENT – EQUIPMENT & LABOR

This Maintenance Service Agreement ("Agreement") is entered into as of the 16th day of April 2019 between City of McCleary (the "Client") and Whitney Equipment Company, Inc., ("Whitney Equipment"), whose address is, 16120 Woodinville-Redmond Rd NE Ste 3 | Woodinville, WA 98072.

WHEREAS Whitney Equipment desires to provide certain maintenance and repair services, and the Client desires to retain Whitney Equipment for the provision of such services, all as provided below;

The parties agree to the following terms and conditions in exchange for their mutual promises and covenants.

1. SERVICES

Whitney Equipment will provide all labor and equipment necessary to maintain the equipment described in Attachment "A," subject to the limitations provided below under the Section title "Excluded Equipment," (the "System", as described in Attachment "A") in its present state of repair, except for ordinary wear and tear. Whitney Equipment will use all reasonable efforts to respond quickly to any System failures, but all service calls will be handled during Whitney Equipment's regular business hours. The Client may request priority service outside of Whitney Equipment's regular business hours, but Whitney Equipment will charge at its then current hourly rate for such priority services.

2. INITIAL MAINTENANCE AND TESTING

Whitney Equipment will provide an initial maintenance and testing inspection of the System at a time mutually agreeable to Whitney Equipment and the Client as soon as possible after signing this Agreement. If any repairs are required to bring the System into proper working order, the Client will pay Whitney Equipment its current hourly rates for such repair work. If the Client refuses to pay Whitney Equipment its current hourly rate to bring the System into proper working order pursuant to the preceding sentence, Whitney Equipment may terminate this Agreement and collect from the Client, Whitney Equipment's current hourly rate for the initial maintenance and testing inspection of the System. If the Client does pay Whitney Equipment to bring the System into proper working order, there will be a discounted rate for parts and labor for the term of the Agreement. Predetermined annual fees provided for below.

3. ANNUAL INSPECTION

Whitney Equipment will perform a preventative maintenance inspection and testing of the System at least annually for the term of this Agreement. All necessary labor to repair any damage to the System discovered as a result of the annual maintenance and testing will be provided by Whitney Equipment at discounted charge under this Agreement, except as provided above for the initial maintenance and testing or as provided elsewhere in this Agreement.

4. PRICING

Annually The Client will pay to Whitney Equipment an annual service fee described in Attachment "B". Whitney Equipment will bill the Client upon completion of work each year of the contract. Any additional service complete which falls outside the realm of annual service will be billed at the predetermined discounted rate on parts and labor.

Payment of all invoices shall be due upon receipt. All invoices shall be paid to Whitney Equipment Company, Inc. at the address provided above, unless the Client is notified of another name and/or address to which to make payment. All balances outstanding thirty (30) days after the issuance of an invoice shall bear interest at a rate of eighteen percent (18%) per annum, compounded monthly. The Client may add additional equipment to the System under this Agreement at the then prevailing discounted maintenance charge for such additional

Equipment which will be added to Attachment "A". Whitney Equipment must consent in writing to the addition of such equipment to the System, which consent shall not be unreasonably withheld.

5. TERM

The term of this Agreement shall be from the date first written above until the date that is thirty-six (36) calendar months after the date first written above. This Agreement shall be automatically renewed for successive twenty-four (24) month terms, after the initial thirty-six (36) month term, unless either party elects to terminate this Agreement by providing written notice to the other party at least thirty (30) days prior to the expiration of the initial or any subsequent term.

6. EXCLUDED ITEMS

The following items are not included in the monthly or annual service fee set forth above, and will be charged to the Client as a separate expense or, if applicable, charged at Whitney Equipment's then prevailing hourly rate:

- A. All labor for maintenance and repair for any equipment that is not part of the System or falls outside manufacturers description of annual maintenance;
- B. All labor for the movement, removal, reconfiguration, or other changes to any portion of the System;
- C. All charges by any third parties in connection with the services Whitney Equipment provides under this [37] Agreement, including utilities and other contractors;
- D. All state and local taxes or fees imposed with respect to the services provided under this Agreement;
- E. Any cost, including labor, necessary to repair equipment due to improper use or storage of the system;
- F. Any freight, shipping or handling of equipment related to the system;

7. EQUIPMENT ON LOAN

Whitney Equipment from time to time may loan the Client equipment that belongs to Whitney Equipment ("Loaner Equipment"), and install Loaner Equipment in the System, so that the System may remain operational while components of the System are being repaired or replaced. Whitney Equipment makes no commitment to provide Loaner Equipment, is not responsible for keeping the System operational while components are being repaired or replaced, and may decide in its sole discretion whether or not to provide Loaner Equipment, the length of time Loaner Equipment will be provided, and the nature of Loaner Equipment. Ownership of and title to Loaner Equipment shall at all times remain with Whitney Equipment. The Client agrees to indemnify Whitney Equipment for any damage or loss occurring to Loaner Equipment, and any direct or consequential damages resulting from a failure of Loaner Equipment, including claims by third parties for consequential or direct damages, during the period after Whitney Equipment installs Loaner Equipment in the System and before Whitney Equipment removes Loaner Equipment from the System. The Client agrees that it will not hold Whitney Equipment liable for any damages that may occur to the System, or any consequential damages resulting from a failure in the System or Loaner Equipment, that result from or relate to Loaner Equipment. Whitney Equipment will remove Loaner Equipment at the request of the Client, and Whitney Equipment may choose to remove Loaner Equipment at any time in its discretion. The Client acknowledges that Whitney Equipment provides Loaner Equipment as a gratuitous benefit to customers when Whitney Equipment is reasonably able to do so, and the Client has no right to or expectation of receiving Loaner Equipment. Charges for Loaner Equipment my be incurred by the Client.

8. INCREASES IN SERVICE CHARGE

Whitney Equipment may increase the monthly and annual service charge set forth above after the initial thirty-six (36) month term of this Agreement by providing the Client with written notice of such rate increase at least forty- five (45) days prior to the first month for which such increased rate shall be effective. The Client shall have the right to cancel this Agreement if it finds the new rate unacceptable by notifying Whitney Equipment in writing of the client's intention to cancel the Agreement at least fifteen (15) days prior to the first month for which the increased rate will be effective.

9. DEFAULT OR TERMINATION

10.

In the event (i) Client fails to pay any amount due, (ii) Client fails to comply with any of the terms or conditions hereof, (iii) Client makes an assignment for the benefit of creditors, (iv) an order for relief is entered against Client under any bankruptcy proceeding, (v) a receiver or trustee is appointed for all or substantially all of the assets of Client, (vi) there is a dissolution or termination of the existence of Client, or (vii) unauthorized personnel make any changes to, repair, or replace any portion of the System, Whitney Equipment may, in addition to any other remedies that may be available, terminate all services subscribed for under this Agreement, after which Whitney Equipment shall have no further responsibility under this Agreement in regards to the services furnished under this Agreement.

- The Client understands and agrees that Whitney Equipment is not an insurer, and that insurance, Α. if any, covering personal injury and property loss or damage to, or resulting from, the System shall be obtained by Client; that the payments provided herein are based solely on the value of the maintenance and repair services to be performed and are unrelated to the value of the System; that Whitney Equipment makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose; or that the System will be adequate for the Client's purposes. The Client acknowledges that it is impractical to fix the actual damages, if any, which may proximately result from the failure of Whitney Equipment to perform any of the obligations or services covered by this Agreement, including, but not limited to, maintenance and repair services, or from the failure of the System to operate properly with resulting loss to Client because, among other things: (i) Whitney Equipment does not operate, possess, or control the use of the System, (ii) the System may be extensively damaged by improper use or storage, (iii) the cause of damage to the System may be difficult or impossible to determine, (iv) Whitney Equipment's services provided under this Agreement are not intended to, and are not capable of, preventing damage to the System as a result of improper use or storage, (v) the inability to ascertain what portion, if any, of any loss will be proximately caused by Whitney Equipment's failure to perform its obligations under this Agreement, and (vi) the uncertain nature of any occurrences that may result from the improper functioning from the System.
- B. The Client understands and agrees that if Whitney Equipment should be found liable for loss or damage because of the failure of the System to perform properly or the failure of Whitney Equipment to perform any of its obligations or to provide any of the services subscribed for under this Agreement, or any services provided in connection with services provided under this Agreement, Whitney Equipment's liability shall not exceed a sum equal to six (6) times the monthly service charge or half (1/2) the annual service charge, as applicable, set forth above, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly, to persons or property, from the performance or non-performance of the obligation imposed by this Agreement, or for negligence, active or otherwise, of Whitney Equipment, its agents, assigns, or employees. Whitney Equipment will not be liable for any indirect, consequential, or incidental losses, including, but not limited to, any loss of profits.
- C. If the Client wishes Whitney Equipment to assume a greater liability than is set forth in this Section, the Client may obtain from Whitney Equipment an increased limited liability by paying an additional annual service charge to Whitney Equipment. If the Client elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and amount of limited liability and the additional annual charge. Such rider and the additional obligation shall in no way be interpreted to hold the company as an insurer. The client may also obtain additional liability protection from the client's insurance carrier. The Client shall be responsible for all loss of or damage to the System due to fire, theft, wind, water, flooding, or other similar causes.

11. ASSIGNMENT BY CLIENT

Equipment. The Client acknowledges that the sale or transfer of the Client's premises or the System shall not relieve the Client of its duties and obligations under this Agreement unless Whitney Equipment agrees to release the Client from such duties and obligations.

12. ASSIGNMENT OR SUB-CONTRACTING BY WHITNEY EQUIPMENT

Whitney Equipment shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to sub-contract any maintenance, repair, or other services that it is obligated to perform under or in connection with this Agreement. The Client acknowledges that this Agreement is applicable to any assignees and/or sub-contractors of Whitney Equipment.

13. VENUE; WAIVER OF JURY TRIAL

The parties agree that venue shall lie in Snohomish County, Washington should litigation arise under any provision of this Agreement. By entering into this Agreement, Whitney Equipment and Client agree that neither Whitney Equipment nor Client, nor any assignee, successor, heir, or legal representative of Whitney Equipment or Client (all of whom are hereinafter referred to as the "Parties") shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation or other dispute resolution procedure based upon or arising out of this Agreement, any related agreement or instrument, the dealings or the relationship between or among the Parties, or any action in which a jury trial has been waived. The provisions of this Section have been fully negotiated by the Parties and shall be subject to no exceptions. Whitney Equipment has in no way agreed with or represented to any of the other Parties that the provisions of this Section will not be fully enforced in all instances. Client's agreement in this Section is a material part of the consideration to Whitney Equipment in making this Agreement.

14. EVENTS BEYOND THE CONTROL OF WHITNEY EQUIPMENT

Whitney Equipment assumes no liability for delay or for interruption of any services to be provided under or in connection with this Agreement due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrection, interruption or unavailability of electrical service, act of God, or for any other cause beyond the control of Whitney Equipment, and will not be required to provide services to the Client while interruption of services due to any such cause may continue. Whitney Equipment assumes no liability for delay of service due to non-cooperation of the Client or its agents in providing access to the area of its premises necessary to maintain or repair the System.

15. HEADINGS

Section titles used in this Agreement are for reference only and are not to be construed as governing the construction of the provisions of this Agreement.

16. ENTIRE AGREEMENT; MODIFICATIONS; WAIVER

This written Agreement is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements of the Parties, written or oral, and shall constitute the sole terms or conditions of the sale of services. This Agreement can be modified only in writing, signed by the Parties or duly authorized agent. No Waiver of a breach of any term or condition shall be construed to be a waiver of any succeeding breach.

17. NOTICES

All notices required to be given under this Agreement shall be addressed to Whitney Equipment Engineering Company, Attention: Benjamin Scrace, Vice President, at the address provided above and to the Client at the address provided above, or such other addresses as either party may from time to time designate by written notice to the other. Notice shall be deemed to have been given of the date such notice has been mailed by certified mail, return receipt requested, with the United States Postal Service.

18. SEVERABILITY

In the event any provision of this Agreement is determined by a court to be invalid, the Parties agree that such invalidity shall not affect the remaining portions of this Agreement.

19. MANUFACTURER WARRANTIES

Any component of the System that is or was at the time of initial installation the subject of a warranty by the manufacturer of that component ("Covered Equipment") shall remain subject to the manufacturer's warranty. Whitney Equipment will cover labor and shipping cost to return the unit to the manufacturer and labor to reinstall the factory repaired item when required.

20. EXCLUDED EQUIPMENT

The System shall consist solely of equipment that Whitney Equipment both (i) sells to the Client and (ii) installs on the premises of the Client. Any other equipment, regardless of whether such equipment is attached to, installed with, or an integral part of the overall equipment on the premises of the Client, including but not limited to equipment that the Client installs, equipment installed by a third party, or equipment the Client purchases from a third party and that is installed by Whitney Equipment, shall not be a part of the System, and this Agreement does not provide for maintenance, testing, and repair services to such excluded equipment; unless a rider is attached to this Agreement in Attachment "A" which (i) reference is made to this Section, (ii) Whitney Equipment recognizes that certain identified equipment was not sold and installed by Whitney Equipment, and (iii) Whitney Equipment specifically agrees to service such identified equipment.

21. EXCLUDED SERVICES

The services that Whitney Equipment will provide under this Agreement are only the maintenance and repair to be performed directly on the System and that are necessary to keep the System in proper working order. Whitney Equipment is not obligated to provide any additional ancillary services, including, but not limited to, painting, structural improvements or reinforcements, conduit, or any services relating to the delivery of electricity to the System, and all such excluded services shall be the sole obligation of the Client, regardless of whether the need for such services relates to or rises from Whitney Equipment's provision of services under this Agreement; unless a rider is attached to this Agreement in Attachment "A".

22. CHOICE OF LAW

This Agreement shall be governed under the laws of the States of Alaska, Idaho, Oregon, and Washington without regard to its choice of law rules.

23. COSTS AND EXPENSES; ATTORNEYS' FEES

In the event any Party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in trial or appellate proceedings.

24. GUARANTEE

THE PERSON SIGNING ON BEHALF OF THE CLIENT ALSO SIGNS IN THAT PERSON'S PERSONAL CAPACITY AS GUARANTOR OF THE OBLIGATIONS OF THE CLIENT UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE CLIENT'S OBLIGATIONS TO MAKE THE SERVICE CHARGE PROVIDED FOR ABOVE.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day written above.

WHITNEY EQUIPMENT CO., INC.	CITY OF MCCLEARY
X	X
Colette Moilanen Service Operations Manager	Brenda Orffer Mayor

Equipment List

Service to be performed on the equipment listed below:

- 1. Flygt 4630.410 SN: 0470047
- 2. Flygt 4630.412 SN: 1350045
- 3. Flygt 4630.410 SN: 0470049
- 4. Flygt 4630.410 SN: 0470048
- 5. Flygt 3068.180 SN: 0470126
- 6. Flygt 3068.180 SN: 0470127

Pricing Structure

Standard labor rate for WECI are \$130/hour with a 3-hour minimum charge plus travel expenses when required. Travel expenses include but are not limited to mileage, lodging, meals, airfare, highway tolls and parking. A-typical work day is 8-hours with a 1-hour lunch break.

Upon entering a contract for equipment maintenance with WECI, the Client will receive:

- Annual Scheduled Maintenance or per Manufacturers Recommendations (as detailed on Qt. 30436)
- Multi-Point Equipment and System Verification
- Automatic Discount on OEM Parts
- Priority Call Response w/in 24-Hours
- Work Performed by Factory Trained Service Technician

The pricing below is for the equipment listed in Attachment A, some exclusions apply as listed below. It is our pleasure to provide you pricing for the following outlined service:

Maintenance Labor and Travel - \$1,200/Year

\$6,000 Total for Five (5) Years