



McCleary City Council Agenda

08/08/18- 6:30PM

Flag Salute

Roll Call: ___ Pos. 1- , ___ Pos. 2-Huff , ___ Pos. 3- Heller, ___ Pos. 4- Blankenship, ___ Pos. 5- Iversen

Mayor Comments

Public Comment

Minutes

Approval of Vouchers

Tab A 7/11/2018

Staff Reports

Tab B Chris Coker Report

Tab C Todd Baun

Tab D Staff Reports

Old Business

Tab E Beehive Proposal

New Business

Tab F Summit Place 2 Property Discussion

Tab G Blighted Properties Draft Ordinance

Tab H 2019 Budget Schedule

Tab I Interlocal Agreement Transbanker training unit

Ordinances

Resolutions

Mayor/Council Comments

Public Comments

Executive Session

Adjourn/Recess Meeting

Previously Tabled Items

Developer incentives

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, July 11, 2018

ROLL CALL AND FLAG SALUTE Councilmembers Huff, Heller, Blankenship and Iversen were in attendance.

ABSENT None.

STAFF PRESENT Present at the meeting were Director of Public Works Todd Baun, Clerk-Treasurer Wendy Collins, Police Chief Steve Blumer and Attorney Sharon English.

PUBLIC HEARING None.

VOUCHERS Accounts Payable checks approved were 44517 - 44572, including EFT's, in the amount of \$166,202.65 and 44595 - 44631, including EFT's, in the amount of \$37,950.26.

Payroll checks approved were 44512 - 44594, including EFT's, in the amount of \$172,594.78 and 44373 - 44511, including EFT's in the amount of \$191,999.71.

Bank reconciliations for May and June 2018.

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

MINUTES APPROVED **It was moved by Councilmember Huff, seconded by Councilmember Iversen to approve the minutes from the meeting held on June 13, 2018. Motion Carried 4-0.**

PUBLIC COMMENTS Karen Waddington spoke on behalf of the Bear Festival Board and gave a huge thank you to the City and all the employees for everything they did to support and help with the Bear Festival. She thanked Councilmember Brycen Huff for providing security and spending the night in the park and keeping things safe. Karen said they served over 800 servings of bear stew. The festival was a big success and they have received very positive feedback. They very much appreciate the City for all of their support.

Andrea Watts was part of the McCleary Economic Development Plan Steering Committee which is now desolved and the members have started a new committee called the McCleary Community Renewal Council. They also have new leadership. The newly-formed committee is starting a non-profit to help fill the gap between what the Chamber of Commerce, the City of McCleary, and the new committee does. They are working to balance what each of the three organizations do and are trying to get their roles defined so they can start moving forward on projects and planning. They have identified a few initiatives and are working on what they can do to fulfill some of the objectives that were called out as part of the economic development plan for the City. They have two movie nights and two Saturday markets planned this summer, and they will be developing other activities and events for future dates. The new committee welcomes anyone that is willing to step up and join them. The McCleary Community Renewal Council Board has been put in place and they are seeking participants to volunteer and help. Chris Miller is the President of the Board, Andrea Watts is Secretary, Cari Comer is head of Project Development, and Chantol Segó is the Treasurer. They welcome anyone that wants to participate and be a part of this active group.

MAYOR COMMENTS Mayor Orffer thanked the City staff for all of their hard work during the Bear Festival and she also thanked the Bear Festival for putting on a successful and fun festival.

TELECARE REPRESENTATIVES In June, Mayor Orffer, Wendy Collins and Steve Blumer met with Telecare representatives and Todd Broderius from Great Rivers, to discuss the status of the mental health facility project. They agreed to have representatives from the company attend tonight's meeting. Cameron Coltharp, Director of Facilities and Real Estate for Telecare, Barbara Roush, Director of Start up for Telecare, Pam Eggleston, Representative for all of Washington for Telecare and Jeff Lannon, Administrator of the Thurston-Mason County Crisis Triage in Tumwater, attended this evening and provided information to the Council. The project is taking longer than they anticipated due to various reasons. They believe the construction will be finished at the end of the year and the facility could open at the end of January. Mr. Coltharp is the contact for security and plant related issues and will be working with the City, as needed

Barbara Roush would like to keep the name of Mark Reed in the title of the new facility. Mark Reed has strong ties to the community and Telecare would like to honor the community and the historical memory of Mark Reed by naming the facility after him. They know how much our community loved the old Mark Reed Hospital and it is their way of wanting to keep some of that history with the building and the town.

Pam Eggleston has been working with Dee Velasco, McCleary Chamber of Commerce President, and is excited to start recruiting for people to fill the positions in the facility. Registered nurses, Clinical Director, Director of Nursing, Administrator, LPN's, prescribers, recovery specialists, social workers, art therapist, custodians, medical records technician and peers are all positions needed to be filled. They anticipate a total of about 50 positions, which they will be hiring.

Telecare has worked with Grays Harbor County Court and they made an arrangement so they can hold court at the facility and will not have to transport the clients to Montesano when they have their required court hearing after 72-hours.

Mr. Coltharp reiterated this is not a walk-away facility. All clients will be transported to the location they came from. Telecare is working hard to be a good neighbor to the McCleary community.

CITY ATTORNEY REPORT

Sharon English provided a written report for the Council.

DIRECTOR OF PUBLIC WORKS
REPORT

Todd Baun provided a written report for the Council.

BEEHIVE RETIREMENT
CENTER PROPERTY
PROPOSAL

The City received an offer for the property and staff is in the process of analyzing the proposal and will have additional feedback at the August City Council Meeting.

LEGAL SERVICES

Sharon English has accepted a position with the Washington State Attorney General's Office. Chris Coker spoke on behalf of the Younglove & Coker law firm, stating they have every intention of working with the City to continue on with the contract and provide the same excellent service, which Sharon provided. Mr. Coker will be attending the City Council meetings for a few months and will be working along with Sharon's replacement, Greg Rhodes. Chris Coker assured the Council that the City will be receiving the same high level of service and support from the law firm, and he stated the law firm has many experts on staff, which share information and expertise between each other to support the City. Chris has worked with Dan Glenn for over twenty-years on supporting McCleary and filling in for him during absences. The Mayor and Council agreed to continue with Younglove & Coker and thanked Chris Coker for making this an easy transition.

POLICE DEPARTMENT UPDATE

The City has two reserve officers who have been very active with traffic stops. The City hired a new police officer that is also a canine officer. Chief Blumer has been working with the FOP police union regarding adding a canine officer to the contract. He then contacted Our Community Credit Union to see if they could help the City in purchasing a used police vehicle that is set-up for a canine. The credit union generously paid for the vehicle for the City. Chief Blumer had been in contact with the Squaxin Tribe, which is the new officers previous employer, and asked them if he could purchase the car and allow the handler to keep the canine. The Tribe agreed as long as they could utilize the canine's services when needed. Chief Blumer obtained the car for free, the canine for free and the union contract was written so there is no added expense to the police budget. A veterinarian has been set-up to provide care at no cost. The new officer is Mike Gettle and his canine is Vader, a Belgian Malinois. Vader is trained and certified and is going to be a great asset to McCleary. Chief Blumer introduced them both to the Mayor and Council. Mayor Orffer and the Council thanked Chief Blumer for all his effort in putting this all together.

Mayor Orffer thanked Our Community Credit Union and the Squaxin Indian Tribe for their generous contribution to our community.

TEAMSTERS VISION
AGREEMENT

The Teamster's offers a vision plan, which the employees have been using for many years. They recently notified the City and requested that we sign a standard agreement form, which is a formality that all participants are required to sign. Nothing will change to the plan or the cost. **It was moved by Councilmember Blankenship, seconded by Councilmember Huff to authorize the Mayor to sign the Teamsters Vision Agreement. Motion Carried 4-0.**

COUNCIL POSITION #1 VACANCY The City advertised for the vacancy of City Council Position #1. Four individuals shared interest in the vacancy; Jeffrey Prowse, Gary Atkins, Dave Sisk and Dustin Richey. Mr. Prowse, Mr. Atkins and Mr. Richey were all present at the meeting and made statements to the Council regarding their interest in being on the Council. Mayor Orffer thanked all of them for their interest in serving the City and wanting to get involved in helping the community.

EXECUTIVE SESSION At 7:30 pm, Mayor Orffer called for an Executive Session per RCW 42.30.110(1)(h), to last 15 minutes, to discuss the City Council vacancy. The Executive Session ended at 7:45 pm.

COUNCIL POSITION #1 APPOINTMENT After a short discussion, the Council agreed to making a motion for the appointment. **It was moved by Councilmember Huff, seconded by Councilmember Iversen to appoint Dustin Richey to Position #1. Roll call was taken in the affirmative 4-0.** The Council chose Mr. Richey because of his past experience and they believe he was up-to-speed on the issues and ready to get rolling. Clerk-Treasurer, Wendy Collins, swore Dustin Richey in and he joined the City Council at the table. Mayor Orffer, again, graciously thanked the other candidates for offering to serve the community.

MAYOR PRO TEM APPOINTMENT **It was moved by Councilmember Blankenship, seconded by Councilmember Heller to appoint Councilmember Huff as Mayor Pro Tem. Motion Carried 5-0.**

FINANCE COMMITTEE APPOINTMENT **It was moved by Councilmember Iversen, seconded by Councilmember Huff to appoint Councilmember Heller to the Finance Committee. Motion Carried 5-0.**

RESOLUTION 717 - ALL HAZARDS MITIGATION PLAN The City has participated in completing a Grays Harbor County Hazard Mitigation Plan since September 2017. The plan made it through review by FEMA and the State with no requested changes or modifications and is now ready for adoption through a resolution. **It was moved by Councilmember Iversen, seconded by Councilmember Blankenship to adopt Resolution 717 AUTHORIZING THE ADOPTION OF THE GRAYS HARBOR COUNTY 2018 MULTI-JURISDICTION HAZARD MITIGATION PLAN UPDATE. Resolution Adopted 5-0.**

VACATION HOURS BUYOUT One of the unions has a stipulation requiring the City Council to approve a vacation time buyout. There are cautions in place assuring the employee only buyout hours above a certain amount so their leave balance is not depleted. **It was moved by Councilmember Iversen, seconded by Councilmember Huff to authorize the vacation hour buyout for the employee of 40 hours. Motion Carried 5-0.**

PUBLIC COMMENT Councilmember Huff asked Todd Baun if he has received any word back from the State since they came out and looked at the crosswalk. Todd said it is at their regional headquarters for review. Councilmember Iversen asked if this is the crosswalk at the corner of the park and city hall and Todd said it was.

Councilmember Heller said he was approached by residents making comments about the benches in the park being rickety and unstable. They asked him if the benches could be replaced in a timely manner. Todd Baun said it could be put in next years budget. Councilmember Heller said it would be best if it could be before the next Bear Festival.

Councilmember Blankenship asked about enforcement for dogs in the park and alcohol consumption in the park during Bear Festival. He asked if it is allowable during the Bear Festival. Mayor Orffer asked Todd Baun if people get permits for that. Todd said it is an enforcement issue by the McCleary Police and in the past, it's been a loosely enforced thing. Councilmember Blankenship noticed a lot of dogs running around and his granddaughter was down at the kiddie park and there was dog piles out there, even though there are signs all around the park stating dogs are not allowed in the park. Mayor Orffer said we need to review this with the Bear Festival to make sure when the people sign up for permits, they are notified of the City park dog rules. Mayor Orffer added that there is a balance we need to keep with our visitors so we remain a welcoming community and still remain compliant with our rules. We don't want our guests to be stepping over dog doodles all over the park. Sue Portschey suggested having some high school kids hand out disposable bags during the Bear Festival for owners to pick up after their doos.

Mayor Orffer was approached with comments about the car show blocking the streets and blocking access to areas that people needed to get to. As a City, we want to be a good host and welcome people into our community but we also need to maintain order. Todd Baun is going to meet with the Bear Festival to debrief what worked and what didn't.

Mayor Orffer has been reaching out to some of the people Mayor Schiller was working with. She set up a meeting with the CEO of Summit Pacific in August, and she met with Dru Garson from Greater Grays Harbor, Inc., and Congressman Derrick Kilmer. We are still working on how to promote McCleary and promote business and economy. She is trying to be at City Hall on Friday mornings so she is available for people to contact her.

MEETING ADJOURNED

It was moved by Councilmember Huff, seconded by Councilmember Iversen to adjourn the meeting at 7:55 pm and cancel the second meeting in July, as previously approved by the Council. The next meeting will be Wednesday, August 8, 2018 at 6:30 pm. Motion Carried 5-0.

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

TAB - B

Younglove & Coker

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

"SINCE 1974"

1800 COOPER POINT ROAD SW, BLDG 16, PO BOX 7846, OLYMPIA, WASHINGTON 98507-7846

TELEPHONE (360) 357-7791

FACSIMILE (360) 754-9268

OFFICE@YLCLAW.COM

Memorandum

TO: Mayor and City Council, City of McCleary

FROM: Christopher John Coker

CC:

DATE: August 6, 2018

RE: Legal Activities up to 8.8.18

As you all know Sharon's last day at Younglove & Coker was Friday, July 20. Prior to that date and to the present I've been working on transitioning the civil responsibilities for the City to me and the criminal prosecutions to Greg Rhodes. At this point I feel the transition has been fairly seamless.

Over the past couple of weeks I've fielded some miscellaneous questions regarding both relatively minor issues and more complex issues ranging from a sales tax question to a legal discussion surrounding possible code changes/additions to deal with vacant/neglected properties. If/as the more complicated matters make their way to council discussions, more discussion will arise for sure.

Generally, the last couple of weeks have been fairly quiet, which in my experience is a good thing for the most part. However, if things are quiet because folks are not comfortable contacting me yet, please let me remind you I am available to discuss issues as they come up almost any time. If I am unavailable at the particular time you reach out to me, then we can make a time to discuss the question in the future. If you have any questions, just give me a call or shoot me an email.

Greg Rhodes took over the prosecution duties in July and it appears everything has transitioned smoothly. If something comes up or anyone has any questions about the status of the municipal court, please feel free to ask.

As stated above, the legal activities in the City have been pretty quiet the last couple of weeks and I fear jinxing us by even bringing it up. So, my hope is the coming weeks will be relatively uneventful and smooth. If something significant comes up I will make sure it gets addressed for council and mayor consideration as needed.

TAB - C

TAB - D

Building and Planning Staff Report

To: Mayor and City Council

From: Paul Morrison

Date: August 1st, 2018

Re: May, Building and Planning Department Activity.

New Permit Activities for July 2018

140 North Summit RD	ADA Ramp	Total Fee \$100.55
823 West Simpson Ave	New Ductless Heat Pump	Total Fee \$89.84
535 South 3 rd Street	Remodel	Total Fee \$120.35
598 Evergreen Place	New Shop	Total Fee \$899.15
Building Department Related Revenues	Total fees charged for July \$1,209.89	Total fees collected for July \$13,503.01

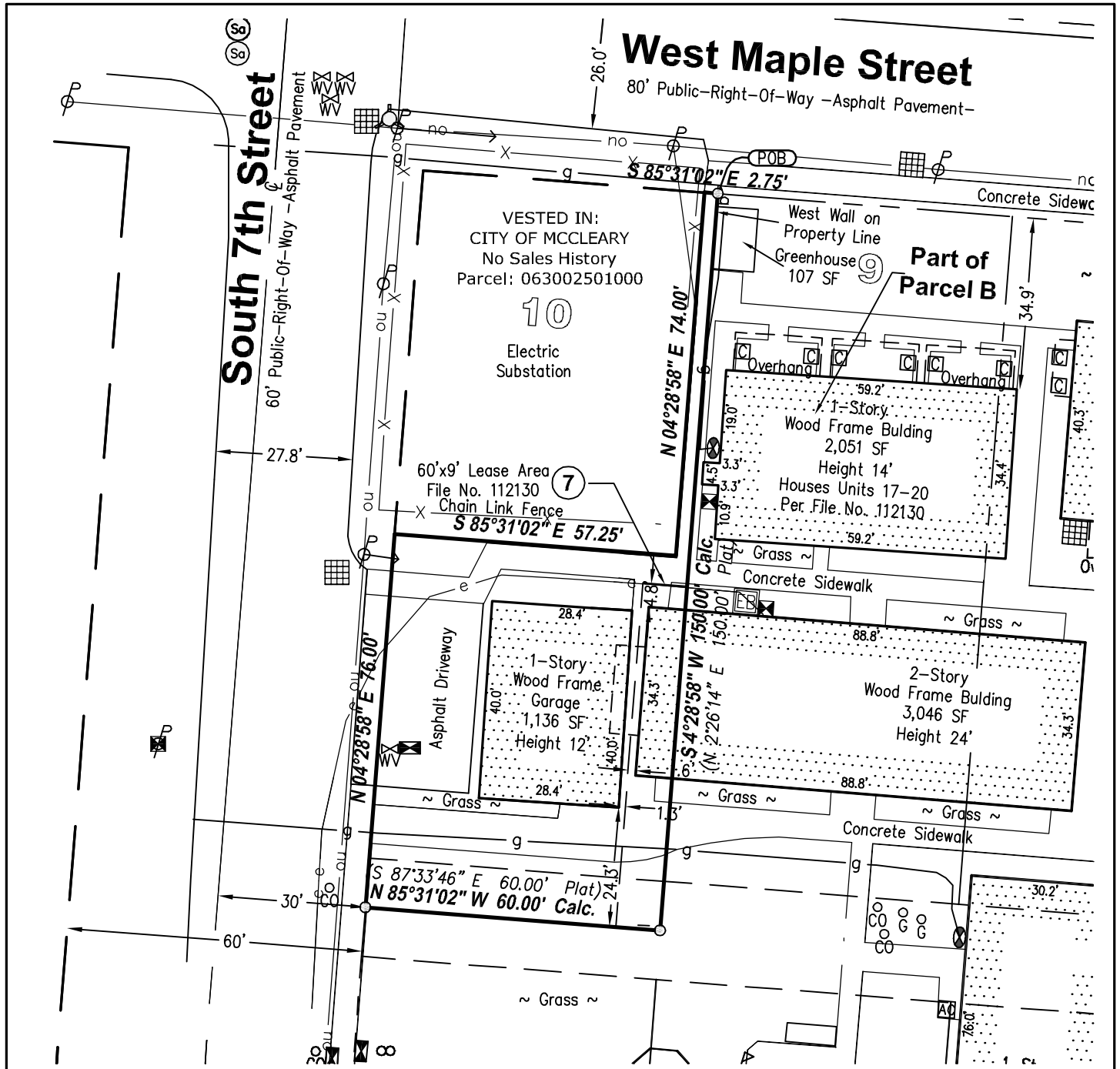
Permit Activity Totals

New Homes Permitted for 2018 12	All Permits Issued for 2018 38	Total Fees Charged for 2018 \$165,565.42
New Homes Permitted for 2017 11	All Permits Issued for 2017 104	Total Fees Charged for 2017 \$124,686.92
New Homes Permitted for 2016 24	All Permits Issued for 2016 170	Total Fees Charged for 2016 \$249,258.60
New Homes Permitted for 2015 2	All Permits Issued for 2015 52	Total Fees Charged for 2015 \$ 52,499.28
New Homes Permitted for 2014 3	All Permits Issued for 2014 89	Total Fees Charged for 2014 \$ 59,695.93
New Homes Permitted for 2013 3	All Permits Issued for 2013 79	Total Fees Charged for 2013 \$ 69,743.57
New Homes Permitted for 2012 6	All Permits Issued for 2012 97	Total Fees Charged for 2012 \$ 123,164.28
New Homes Permitted for 2011 1	All Permits Issued for 2011 37	Total Fees Charged for 2011 \$ 24,803.65

Nuisances for the Month of July 2018

- 712 Evergreen PL (8.16)
- 716 Evergreen PL (8.16)
- 718 Evergreen PL (8.16)
- 409 West Simpson Avenue (8.16)
- 127 East Hemlock ST (8.16)
- 330 East Mommsen RD (8.16)

TAB - E



NORTH
1"=30'

PROPOSED LAND AREA:

4,764 Square Feet
0.109 Acres

Proposed Purchase Area
401 West Maple Street
City of Mc Cleary
County of Grays Harbor
State of Washington

Millman Surveying, Inc.
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
www.millmanland.com

MSI 43523
08/01/2018

millman
National Land Services

SURVEYOR'S LEGAL DESCRIPTION:

Being a portion of Lot 10 and the north one-half of vacated alley abutting upon the south line of said Lot 10, Block 25, of Second Addition to the Townsite of McCleary as recorded in Volume 5 of Plats, at Page 44, Records of Grays Harbor County Auditor and being more particularly described as follows.

Beginning at a set 5/8" iron pin with a cap stamped "45166" on the southern right-of-way line of West Maple Street and being located on the northwest corner of lot 9; thence leaving said right-of-way line and running S 04°28'58"W a distance of 150.00' to a set 5/8" iron pin with a cap stamped "45166"; thence turning and running N 85°31'02"W a distance of 60.00' to a set 5/8" iron pin with a cap stamped "45166" located on the eastern right-of-way line of South 7th Street; thence turning and running with said right-of-way line N 04°28'58"E a distance of 76.00 feet to a point; thence turning and leaving said right-of-way line S 85°31'02"E a distance of 57.25 feet to a point; thence turning and running N 04°28'58"E a distance of 74.00' to a point on the southern right of way line of West Maple Street; thence tuning and running with said right-of-way S 85°31'02"E a distance of 2.75' to a set 5/8" iron pin with a cap stamped "45166"; said point being the point of beginning.

Containing 4,764 square feet or 0.109 acres.

Proposed Purchase Area
401 West Maple Street
City of Mc Cleary
County of Grays Harbor
State of Washington

Millman Surveying, Inc.
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
www.millmanland.com

MSI 43523
08/01/2018

millman
National Land Services

**REAL ESTATE PARCEL
PURCHASE AGREEMENT
401 W. Maple Street, McCleary, WA**

THIS **REAL ESTATE PURCHASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into as of ____ day of August, 2018 (the "Execution Date") by and between [**CITY OF MCCLEARY**] (the "Seller") and **BEEHIVE RETIREMENT AND ASSISTED LIVING COMMUNITY, LLC** (the "Buyer").

BACKGROUND

Buyer owns and has developed the land adjacent to the Property, at 401 W. Maple Street, into The Beehive Retirement Community, and for some time has been leasing a portion of the Property from Seller. The Buyer now wishes to purchase this Property from the Seller, outright, and the Seller wishes to sell the Property.

The Seller and Buyer have agreed to a purchase price of \$17,468.00 for the Property which is estimated to be about 4,764 square feet. This price is based on the estimated assessed value from Grays Harbor County.

IN CONSIDERATION OF and as a condition of the Seller selling the Property and the Buyer purchasing the Property and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement (individually the "Party" and collectively the "Parties") agree as follows:

Property

1. The Property, estimated to be about 4,764 square feet, is situated at **401 W. Maple Street, McCleary, WA**, which includes any and all improvements located on the Property and all rights, privileges and appurtenances associated with it, including but not limited to permits, easements, and cooperative and association memberships (the "Property"). A legal description of the Property is attached hereto as **Exhibit A**.
2. The Seller agrees to sell and convey to the Buyer and the Buyer agrees to purchase from the Seller the Property.

Sales Price

3. The sales price for the Property (the "Sales Price") is **\$17,468.00**. The purchase will be a cash purchase at closing and no financing contingency is attached.

Condition of Title

4. Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions presently of record and general to the area; easements not affecting the value of or unduly interfering with Buyer' use of the property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by the Seller on or before closing.

Property Condition

5. The Buyer accepts the Property in its current state and condition without any further work, repairs, treatments or improvements.

Conveyance

6. Title shall be conveyed by a Warranty Deed.

Closing

7. The Closing Date will be on or before August ____, 2018.
8. Upon closing, the Seller will execute and deliver to the Buyer a warranty deed which has title to the Property.
9. The Buyer will pay the Sales Price in good funds acceptable to the escrow agent.
10. Any notices, statements, certificates, affidavits, releases, loan documents and other documents required by this Agreement, by the Commitment or by law which is necessary for the closing of the sale or the issuance of the Title Policy must be promptly executed and delivered by the Seller and the Buyer.

11. All covenants, representations and warranties in this Agreement will survive closing and may be enforced.

Possession

12. Possession of the Property in its current or required state, ordinary wear and tear excepted, will be delivered by the Seller to the Buyer upon proper funding at closing.

Mediation and Arbitration

13. If any dispute in relation to this Agreement between the Seller and the Buyer is not resolved through informal discussion within thirty days from the date a dispute arises, the parties agree to submit the issue first before a mediator and to an arbitrator in the event that a mediation fails. The decision of the arbitrator will be binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to both Buyer and Seller. The cost of any mediation or arbitration will be shared equally by the parties.

Attorney's Fees

14. In the event that any action is commenced in relation to this Agreement, the unsuccessful Party in the action will pay to the successful Party reasonable attorney's fees and all costs incurred during the proceedings by the prevailing Party.

Seller Representations

15. The Seller represents and warrants that there will be no liens, assessments, or security interests from third parties against the Property which will not be satisfied out of the sales proceeds. The Seller makes no representation aside from those expressly provided in this Agreement. If the representations of the Seller are untrue upon the Closing Date, the Buyer may terminate this Agreement.

Notices

16. All notices pursuant to this Agreement must be written and signed by the respective Party or its agent and all such correspondence will be effective upon it being mailed with return receipt requested, hand-delivered, or transmitted by e-mail as follows:

To the Buyer at:

BEEHIVE RETIREMENT AND
ASSISTED LIVING COMMUNITY, LLC
170 S LINCOLN ST STE 100
SPOKANE, WA 99201
Logan@caringplaces.com

To the Seller at:

[NAME]
[ADDRESS]

Assignability

17. The Buyer may not assign this Agreement without the Seller's written consent. This Agreement is binding on the respective heirs, executors, administrators, successors, personal representatives and assigns, as the case may be, of the Seller and the Buyer.

Effective Date

18. The effective date of this Agreement (the "Effective Date") is the latter of the date the Buyer executed this Agreement and the date the Seller executed this Agreement.

Governing Law

19. The Parties agree this Agreement will be construed under the laws of Washington, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

20. If any terms or provision of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected and each unaffected term and provision of this Agreement will be valid and be enforceable to the fullest extent permitted by law.

No Broker or Agent

21. There are no obligations on either Party for the payment of broker fees in this Agreement. The Parties agree that no real estate brokers or agents were procured for their services in connection with this Agreement or any part of the sale agreement prior to the signing of this Agreement. If a broker or agent was retained, the Party which employed the said broker or agent will be solely liable for the costs associated with it.

Agreement of Parties

- 22. This document constitutes the entire agreement of the Parties and it may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement. The provisions contained in this Agreement cannot be changed except by the signed and delivered written consent of both Parties.

General Provisions

- 23. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 24. All monetary amounts in this Agreement refer to US dollars, and all payments required to be paid under this Agreement will be paid in US dollars unless the Parties agree otherwise in writing.
- 25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

BEEHIVE RETIREMENT AND ASSISTED LIVING, LLC

DATE: _____

Marvin Pratt, Manager

[CITY OF MCCLEARY]

DATE: _____

Marvin Pratt, Manager

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

[ATTACH PDF OF SURVEY/LEGAL DESCRIPTION]

GRANTOR:

[INSERT GRANTOR/CITY TITLE]
[INSER GRANTOR/CITY ADDRESS]

GRANTEE:

Beehive Retirement and Assisted Living Community, LLC
401 W Maple St,
McCleary, WA 98557

AFTER RECORDING, RETURN TO:

Beehive Retirement and Assisted Living Community, LLC
Attn : Logan M. Pratt, Esq.
PO Box 386
Forest Grove, OR 97116

Tax Statements

Send tax statements to
Beehive Retirement and Assisted Living Community, LLC

GRANT DEED

THIS QUITCLAIM DEED, made and executed as of the ___ day of August, 2018, by [CITY OF MCCLEARY, WASHINGTON], a _____ corporation, whose mailing address is [INSERT CITY ADDRESS], Washington [INSERT ZIP] (hereinafter referred to as the “Grantor”) to and **BEEHIVE RETIREMENT AND ASSISTED LIVING COMMUNITY, LLC**, a Washington limited liability company, whose address is 401 W Maple St, McCleary, WA 98557 (hereinafter referred to as the “Grantee”);

WITNESSETH:

That the Grantor, for and in consideration of the sum of SEVENTEEN THOUSAND FOUR HUNDRED AND SIXTY-EIGHT DOLLARS (\$17,468.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Grays Harbor County, Washington, particularly described as follows, to wit:

See **Exhibit “A”** attached hereto and incorporated herein by reference. (hereinafter referred to as the “Subject Property”);

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Subject Property in fee simple forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

EXHIBIT "A" OF THE DEED

LEGAL DESCRIPTION:

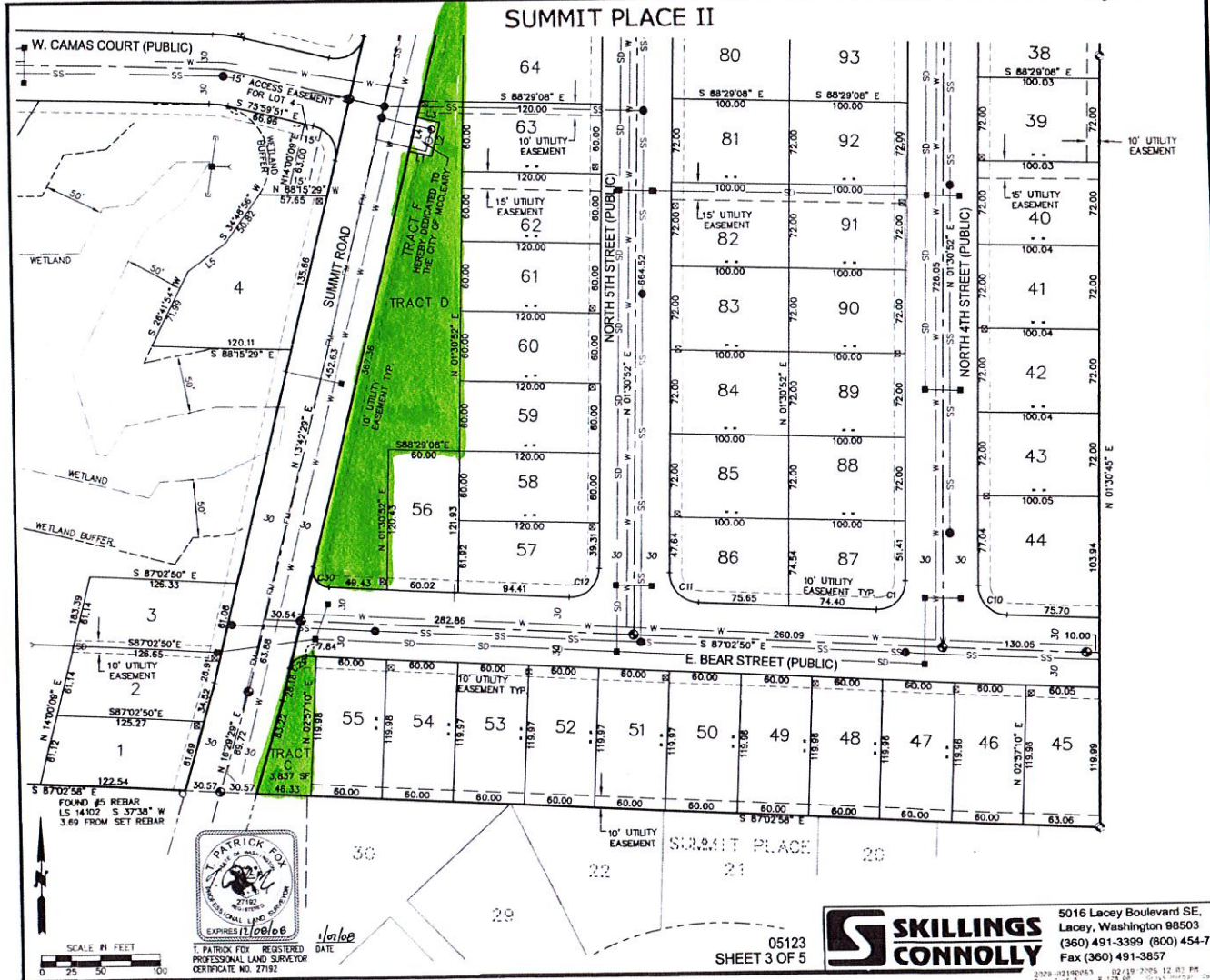
Being a portion of Lot 10 and the north one-half of vacated alley abutting upon the south line of said Lot 10, Block 25, of Second Addition to the Townsite of McCleary as recorded in Volume 5 of Plats, at Page 44, Records of Grays Harbor County Auditor and being more particularly described as follows.

Beginning at a set 5/8" iron pin with a cap stamped "45166" on the southern right-of-way line of West Maple Street and being located on the northwest corner of lot 9; thence leaving said right-of-way line and running S 04°28'58" W a distance of 150.00' to a set 5/8" iron pin with a cap stamped "45166"; thence turning and running N 85°31'02" W a distance of 60.00' to a set 5/8" iron pin with a cap stamped "45166" located on the eastern right-of-way line of South 7th Street; thence turning and running with said right-of-way line N 04°28'58" E a distance of 76.00 feet to a point; thence turning and leaving said right-of-way line S 85°31'02" E a distance of 57.25 feet to a point; thence turning and running N 04°28'58" E a distance of 74.00' to a point on the southern right of way line of West Maple Street; thence tuning and running with said right-of-way S 85°31'02" E a distance of 2.75' to a set 5/8" iron pin with a cap stamped "45166"; said point being the point of beginning.

Containing 4,764 square feet or 0.109 acres.

TAB - F

SUMMIT PLACE II



SCALE IN FEET
0 25 50 100



T. PATRICK FOX REGISTERED
PROFESSIONAL LAND SURVEYOR
DATE 1/07/08
CERTIFICATE NO. 27192

05123
SHEET 3 OF 5



5016 Lacey Boulevard SE,
Lacey, Washington 98503
(360) 491-3399 (800) 454-7545
Fax (360) 491-3857

2008-0219053 02/19/2005 12:03 PM PLAT
e 123 OF 123
SKILLINGS CONNOLLY

TAB - G

VACANT AND ABANDONED PROPERTIES

A. Purpose.

It is the purpose and intent of this chapter to establish a vacant or abandoned property registration program in order to protect the community from becoming blighted as a result of abandoned Properties that are not properly secured and maintained. This chapter requires the lender or other responsible parties of Properties that have been vacant and/or abandoned to register those Properties with the City of McCleary as set forth in this chapter.

WHEREAS, the Administration finds that vacant and abandoned properties can lead to neighborhood decline and become attractive nuisances causing the City of McCleary to incur significant costs in the form of staff time for code enforcement actions seeking to maintain and ensure the acceptable condition of these properties; and

WHEREAS, vacant and abandoned properties act as a significant financial drain on municipalities requiring a disproportionate amount of municipal resources while providing minimal ratables; and

WHEREAS, the National Vacant Properties Campaign shows that vacant properties are an increasing expense with every year a property remains vacant or abandoned as such vacant properties produce minimal tax ratables and require significant time, attention and funds from departments such a nuisance abatement, crime, fire prevention and an overall decrease in neighboring property values; and

WHEREAS, vacant and abandoned properties are a strain on the resources of local Police, Fire, and Building Departments, depreciate property values, reduce property tax revenue, attract crime and degrade the quality of life for remaining residents, and

WHEREAS, taxpayers who take care of their homes and properties should not have to subsidize these properties and, accordingly, a registration fee should be assessed to cover such costs and

WHEREAS, it is necessary to take steps to monitor such properties and protect City residents.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of McCleary, in the County of Grays Harbor and State of Washington, as follows:

A. Definitions.

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

1. "Abandoned/Vacant Property" means a property, with or without a building, that is vacant such as:
 - (a) Is under a current notice of default and/or notice of trustee's sale or
 - (b) Is the subject of a pending tax assessor's lien sale or
 - (c) Has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure or
 - (d) Has been transferred under a deed in lieu of foreclosure/sale, or
 - (e) Is subject to a contract forfeiture. Property acquired by Grays Harbor County at a tax foreclosure sale under RCW 84.64 is not to be included within the definition of "Abandoned Property" or
 - (f) Any property that has not been legally occupied for a period of six months and which meets any of the following additional criteria may be deemed to be abandoned property upon a determination by the Building Department that:
 - I. The property is in need of rehabilitation in the reasonable judgment of the Building Department, and does not meet the exemption or
 - II. Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the Building Department pursuant to this section or
 - III. The property is currently issued a citation for nuisance in accordance with the McCleary Municipal Code or
2. "Evidence of vacancy" means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities "Water, Sewer, Power"; accumulation of trash, junk, and/or debris; statements by neighbors, delivery agents, or government employees that the property is vacant; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.

3. "Lender" means any person who makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.
4. "Owner" means any natural person, partnership, association, corporation or other entity having legal title in real property including any borrower.
5. "Property" means any unimproved or improved, residential, commercial or Industrial zoned real property, or portion thereof, situated in the City of McCleary, and includes the buildings or structures located on the property regardless of condition.
6. "Responsible party" means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, and lender as defined in this section.
7. Property determined to be "abandoned property" in accordance with the meaning of such term shall also be deemed to be vacant property for the purposes of this section.

B. Registration of Abandoned / Vacant Properties.

The owner of any vacant property as defined herein shall, within 30 days after becoming a vacant property or within 30 days after assuming ownership of the vacant property, whichever is later, file a registration statement for each such vacant property with the City of McCleary on forms provided by the City of McCleary for such purposes.

The registration shall remain valid until the end of the calendar year. The owner shall be required to renew the registration annually, no later than January 31, as long as the property remains vacant property and shall pay a registration or renewal fee in the amount prescribed in this ordinance for each vacant property registered. The initial and renewal fees shall be prorated and or credited accordingly upon legal occupancy. The content of the registration shall include:

1. Proof of ownership, or financial interest, such as a lien or loan;
2. The name and contact information of the owner, lender or responsible party or the agent of the respective entity;
3. The name and contact information for the local property manager responsible for maintaining the property; and
4. Documentation which demonstrates the property is vacant, foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.

5. The name, street address, and telephone number of the owner; the case name and number of any litigation pending concerning or affecting the building, including bankruptcy cases; and the name, street address, and telephone number of all persons with any legal interest in the building or the premises.
6. The form shall require the owner to identify a natural person at least twenty-one (21) years of age, to accept 24-hour service on behalf of the owner and file with the City of McCleary on the registration form, the name, address, telephone number, of said person. A street address is required. A post office box is not an acceptable address.

The owner shall file an amended registration within fifteen (15) days of any change in the information contained in the annual registration.

Registration does not exonerate the owner from compliance with all applicable codes and ordinances, nor does it preclude any of the actions the City of McCleary is authorized to take pursuant to this ordinance or elsewhere in the Municipal Code.

The City shall also be notified of any changes if the property is transferred and/or if the property becomes legally occupied, within fifteen (15) days of such transfer and/or occupancy.

C. Minimum Property Maintenance Requirements.

The lender or responsible party shall be required to:

1. Maintain and keep properties free of conditions including, but not limited to:
 - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;
 - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances, and
 - c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure;
2. Secure ponds, pools and hot tubs and ensure that they do not become a public nuisance;
3. Secure the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Material used for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure;
4. Take any other action necessary to prevent giving the appearance that the property is abandoned,

5. Post the property with the name and twenty-four (24) hour contact phone number of the local property manager as follows:

"THIS PROPERTY IS MANAGED BY [insert name],
TO REPORT PROBLEMS OR CONCERNS, PLEASE CALL [insert phone number]"

The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of at least forty-five (45) feet. The posting shall be placed on the interior of a window to the front of the property (facing the street) so it is visible from the street or secured to the exterior of the building / structure to the front of the property (facing the street) so it is visible from the street, or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of, and printed with, weather resistant materials;

6. Monitor property as necessary to prevent the creation of a nuisance; and
7. Comply with other applicable portions of the City Property Maintenance Standards, the City weed and vegetation control requirements and the City Building Regulations.

D. City Monitoring of Property.

Upon registration, the City will provide regular monitoring of the property including, but not limited to, periodic site visitation, which will not exceed the City's rights of access as well as notification to lender or responsible party if the property begins to exhibit characteristics established in RCW 35.80.010 or this chapter. The City's monitoring of the property does not relieve the lender or other responsible party from monitoring the property.

E. Waiver for City to Abatement — Trespass of Unauthorized Individuals.

As part of the property registration, the lender or responsible party shall waive any objection to the City to enter onto the property for purposes of abating a condition that would constitute an unfit or substandard building as established in RCW or the City of McCleary Municipal Code.

The cost of the abatement shall be charged against the property pursuant to City of McCleary Municipal Code. The City shall notify the owner, lender or responsible party at least seven (7) days prior to the City taking abatement action in order to allow the owner, lender or responsible party to abate the condition first unless such abatement constitutes an emergency and must be abated immediately.

The lender or responsible party shall provide written authorization to the police department to issue a trespass order against any unauthorized individual from the property.

F. Fee schedule.

The initial registration fee for each Residential “R1, R2, R3” zoned property shall be \$500. The fee for the first renewal is \$1000. The fee for any subsequent renewal is \$2,000. After five years, the registration fee shall be \$5,000. Initial fee shall be prorated according to the month of registration and renewal fees shall be credited when a property becomes legally occupied during a renewal period.

Vacant and Abandoned Residential Property Registration Fee Schedule

<u>Registration</u>	<u>Fee</u>
a. Initial registration	\$500
b. First renewal	\$1000
c. Any subsequent renewal up to five years	\$2000
d. After five years	\$5,000

The initial registration fee for each Commercial “C1, C2, C3” zoned property shall be \$1,000. The fee for the first renewal is \$2000. The fee for any subsequent renewal is \$4,000. After five years, the registration fee shall be \$7,000. Initial fee shall be prorated according to the month of registration and renewal fees shall be credited when a property becomes legally occupied during a renewal period.

Vacant and Abandoned Commercial Property Registration Fee Schedule

<u>Registration</u>	<u>Fee</u>
e. Initial registration	\$1,000
f. First renewal	\$2,000
g. Any subsequent renewal up to five years	\$4,000
h. After five years	\$7,000

The initial registration fee for each Industrial zoned property shall be \$2,000. The fee for the first renewal is \$4,000. The fee for any subsequent renewal is \$8,000. After five years, the registration fee shall be \$10,000. Initial fee shall be prorated according to the month of registration and renewal fees shall be credited when a property becomes legally occupied during a renewal period.

Vacant and Abandoned Industrial Property Registration Fee Schedule

<u>Registration</u>	<u>Fee</u>
i. Initial registration	\$2,000
j. First renewal	\$4,000

k. Any subsequent renewal up to five years	\$8,000
l. After five years	\$10,000

G. Policies and Procedures.

The City may develop policies to implement the procedures set forth above, which are consistent with and do not conflict with the provisions of this chapter, the City of McCleary Municipal Code, or the Revised Code of Washington.

H. Violation

Any owner who is not in full compliance with this section or who otherwise violates any provision of this section or of the rules and regulations issued hereunder shall be subject to a Notice of Infraction of not less than \$500 and not more than \$1,000 for each offense.

Each day shall constitute a separate violation. Any owner, lender or responsible party who fails to maintain the property shall be in violation of this chapter and subject to any and all available remedies, including but not limited to, those set forth in this chapter and at law. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property.

I Liens

The City or the person performing the service by authority of the City, in its, his or her own name, may file a notice of lien in the office of the recorder of deeds in the county in which the real estate is located. The notice of lien shall be filed within five year after the cost and expense is incurred. If, for anyone property, the City engaged in any abatement activity then the City may combine any or all of the costs of those activities into a single notice of lien to include, cost and expenses incurred or payable to the City of McCleary including any unpaid registration.

Subsequent to the filing of a lien, the City may cause to be filed a complaint for foreclosure of such lien, or upon becoming a defendant in a pending lawsuit affecting the premises or real estate, by answer to the complaint or in the nature of an intervening petition or cross-complaint the City may proceed in its corporate name to foreclose such lien. An action to foreclose a lien must be commenced within five years after the date of filing notice of lien. The property subject to a lien arising under this action shall be sold for nonpayment of the same, and the proceeds of such sale shall be applied to pay the monies owing the City of McCleary.

Section 2. Administrative Code Interpretations Authorized. In the event of any question or uncertainty regarding the applicability of this Ordinance, the City Administrator or his/her

designee is hereby authorized to make such administrative code interpretations as may be necessary to implement this Ordinance.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

TAB - H

2019 Budget Calendar for Cities and Towns

The annual budget preparation procedures and deadlines for cities are found in [chapter 35A.33 RCW](#) (code cities) and [chapter 35.33 RCW](#) (all other cities and towns except Seattle) and outlined below. The procedures and deadlines are the same for biennial budgets, although the statutory citations are different.

The pre-budget items listed below are recommendations only and are not required by statute. The rest of the items are statutory deadlines only – cities and towns can take these steps earlier than listed or adopt different deadlines for some of these steps by ordinance or charter.

We recommend that each city and town develop a timeline that best meets its needs, assures compliance with the statutes, and provides sufficient time to prepare this vital plan.

For recent examples of budget preparation calendars created by cities and towns, as well as a downloadable calendar that will load all of this information directly into your Outlook calendar, see our webpage [2019 Budget Calendar for Cities and Towns](#).

For a detailed explanation of the budget requirements, as well as some helpful practice tips, see our webpage [Budget Preparation Procedures for Cities and Towns](#).

<p>March— August</p>	<p>Pre-Budget Items</p> <ul style="list-style-type: none"> Council retreat Update and/or adopt financial policies Public hearings for capital facility plan updates Public forums or community outreach (ex: community priorities) Mayor/Manager communicates budget objectives to staff
<p>September</p>	<p>Sept 10 Budget request to all department heads.</p> <p>Sept 10–23 Department heads prepare estimates of revenues and expenditures. Clerk prepares estimates for debt service and all other estimates.</p> <p>Sept 24 Budget estimates from department heads filed with clerk</p> <p>Sept 25 Implicit price deflator calculated (only applies to cities of 10,000+ population)</p>
<p>October</p>	<p>Oct 1 Clerk provides estimates filed by department heads to Mayor/Manager showing complete financial program.</p> <p>Mayor/Manager provides Council with estimates of revenues from all sources including estimates prepared by clerk for consideration of setting property tax levy.</p> <p>Mid-October to Mid-November (suggested) Public hearing on revenue sources including possible increases in property tax.</p>
<p>November</p>	<p>Nov 2 Mayor/Manager prepares preliminary budget and budget message. Files with clerk and council.</p> <p>Nov 2–20 Publication notice of preliminary budget and final hearing.</p> <p>Nov 2–29 Public hearing(s) on preliminary budget. Public hearing on revenue sources for levy setting.</p> <p>Nov 19 Copies of budget available to public</p> <p>Nov 30 Property tax levies set by ordinance and filed with the County</p>
<p>December</p>	<p>Dec 3 Final budget hearing</p> <p>Dec 31 Budget adoption</p>

TAB - I

INTERLOCAL AGREEMENT AND CONTRACT FOR THE PURCHASE AND OPERATION OF A TRANSBANKER

This Interlocal Agreement and Contract (“Agreement”) is made and entered into pursuant to the provisions of Chapter 39.34 RCW by and between Public Utility District No.1 of Grays Harbor County (“GHPUD”), Public Utility District No. 1 of Lewis County (Lewis), Public Utility District No. 1 of Clallam County (Clallam), Public Utility District No. 1 of Pacific County (Pacific), Public Utility District No. 3 of Mason County (Mason 3), Public Utility District No. 1 of Mason County (Mason 1), and the cities of Centralia and McCleary (collectively the “Municipals”), and a contract between Lakeview Light & Power Company (Lakeview), Ohop Mutual Light company (Ohop) and the Municipals. The Municipals and Lakeview are sometimes referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. The Parties are each engaged in the transmission and distribution of electric power in and about Southwest Washington and employ and train electrical line workers in the safe operation of their electric systems.
- B. All of the Parties have either sent apprentices to or currently have apprentices attending the Southwest Washington Line Apprentice program hosted by GHPUD.
- C. In order to update and enhance the classroom experience of the line apprentices and enhance the skills of other line workers, the current instructors have identified a newer and more functional training tool – a TransBanker, the industry’s premier transformer training lab, available for purchase from the Northwest Lineman College (NLC Manufacturing).
- D. TransBanker training is intended to eliminate outages, reduce wiring errors, lower customer claims, and make transformer training safe and productive.

TERMS

NOW, THEREFORE, the Parties, through their respective legislative bodies, agree as follows:

- 1. Purpose of Agreement.** The purpose of this Agreement is to jointly acquire and make available for instructional purposes a Two Pole, Stationary TransBanker for use by the Parties.
- 2. Duration of Agreement.** This Agreement will take effect upon its execution by all Parties and shall remain in effect for the useful life of the TransBanker.
- 3. Acquisition Cost.** The estimated cost of the TransBanker is approximately Seventy-Five Thousand One Hundred Fifty Dollars (\$75,150.00).

3.1 The Parties have agreed to apportion the acquisition cost as follows:

Grays Harbor	\$12,600
Mason 3	\$12,600
Lewis	\$12,600
Clallam	\$12,600
Pacific	\$6,100
Centralia	\$5,100
Lakeview	\$5,100
Mason 1	\$3,675
Ohop	\$3,675
McCleary	\$1,100

3.2 Any additional unforeseen costs will be apportioned and paid based on each Party's percentage of the acquisition cost, provided the additional costs, if any, shall not exceed in total Ten Thousand Dollars (\$10,000.00).

3.3 Payment of each Party's costs shall be made to GHPUD within thirty (30) days following execution of this Agreement.

4. Operational Issues. GHPUD is hereby designated the lead agency in this endeavor. GHPUD will arrange for the purchase, inspection, transportation, and set up of the TransBanker which will be located at GHPUD's training facility. All reasonable effort will be made to have the TransBanker operational for the 2018 autumn apprenticeship classes. GHPUD will keep all Parties informed of the progress of this endeavor.

5. Further Acts. Each Party shall execute, acknowledge, and deliver upon demand any document or take such other reasonable actions which the other Party reasonably deems necessary or desirable to evidence or effectuate the terms of this Agreement or to implement or consummate the purposes and intent of the Parties, so long as such action imposes no greater burden upon such Party than is imposed under the Agreement.

6. Indemnification. To the fullest extent permitted by law, the Parties shall indemnify, defend, reimburse, and hold harmless each other and their successors, respective directors, officers, members, and employees, from, for, and against any and all allegations, claims, liens, liabilities, losses, demands, damages, expenses, suits, actions, proceedings, judgments, and costs of any kind whatsoever, whether actual or merely alleged and whether directly incurred or from a third party, including, without limitation, settlement costs, court costs, and attorneys' and expert witness fees and expenses, arising out of, or relating to: (a) negligence or willful misconduct of the indemnifying Party or (b) breach of this Agreement by the indemnifying Party.

7. Entire Agreement/Law. This Agreement sets forth the entire understanding and agreement between the Parties concerning this endeavor, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by all Parties. This Agreement shall be interpreted in accordance with the laws of the State of Washington and jurisdiction and venue of any action with respect to this Agreement shall lie in the state or federal courts of Thurston County, Washington.

8. Severability. This Agreement is severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

9. Limit on Liability. No Party shall be liable for indirect, special, incidental or consequential damages arising out of or related to this Agreement or the performance of this Agreement, including but not limited to, loss of anticipated revenue, profits, or goodwill, whether arising in negligence, breach of contract, or under statute or rule.

10. Counterparts. If the Parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

11. No Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights or liabilities upon any person or entity not a party to this Agreement.

12. Statutory Notice. Pursuant to RCW 39.34.040, following execution, this Agreement will be listed by subject on the respective web sites of the Municipals.

PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS
HARBOR COUNTY, WASHINGTON:

David A. Ward, P.E., General Manager

Dated: July _____, 2018

Authorized by Resolution No.: _____

Adopted on: _____

APPROVED AS TO FORM:

Richard A. Pitt, General Counsel
Dated: July _____, 2018

ADDITIONAL SIGNATURE PAGES ATTACHED

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

OHOP MUTUAL LIGHT COMPANY,
a Non-Profit Cooperative:

By: _____
Ken Klotz, General Manager

Dated: July _____, 2018

UBI# 272 000 006

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY:

By: _____
Daniel Kay, P.E., General Manager

Dated: July _____, 2018

Adopted by Resolution No.: _____

Adopted on: _____

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

PUBLIC UTILITY DISTRICT NO.1
OF CLALLAM COUNTY:

By: _____
Doug Nass, General Manager

Dated: July _____, 2018

Adopted by Resolution No.: _____

Adopted on: _____

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

PUBLIC UTILITY DISTRICT NO. 3
OF MASON COUNTY:

By: _____
Annette Creekpau, General Manager

Dated: July _____, 2018

Adopted by Resolution No.: _____

Adopted on: _____

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

McCLEARY LIGHT & POWER, a
Division of the CITY OF McCLEARY:

By: _____
Brent Schiller, Mayor

Dated: July _____, 2018

Adopted by Resolution No.: _____

Adopted on: _____

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY:

By: _____
Steven Taylor, MPA, General Manager

Dated: July _____, 2018

Adopted by Resolution No.: _____

Adopted on: _____

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

CENTRALIA CITY LIGHT, a Division
of the CITY OF CENTRALIA:

By: _____
M.L. Norton, General Manager

Dated: July _____, 2018

Adopted by Resolution No.: _____

Adopted on: _____

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

LAKEVIEW LIGHT & POWER COMPANY:

By: _____
John DeVore, General Manager

Dated: July _____, 2018

UBI #278000955