



McCleary City Council Agenda

October 12th, 2016- 6:30 PM

Flag Salute

Roll Call: ___ Pos. 1- Orffer, ___ Pos. 2-Richey , ___ Pos. 3- Peterson, ___ Pos. 4- Blankenship, ___ Pos. 5- Ator

Public Hearing

City Revenue Hearing

Public Comment

Executive Session

Minutes

Tab A Approval

Introduction X Action X

Approval of Vouchers

Introduction X Action X

Purchase Orders

Mayor Comments

Budget Workshop- Oct. 14th?

Staff Reports

Tab B Dan Glenn

Tab C Todd Baun

Old Business

Tab D Rainer Communications Franchise Agreement

Tab E Pole Attachment Rates/Agreement

New Business

Tab F AFG Grant Writer

Tab G BIAS 2017 Annual Service Agreement

Tab H Itron Contract

Tab I TCMS Chiller Maintenance Agreement

Ordinances

Tab J Grinder Pump Allowance

Tab K SEPA Efficiency Process

Resolutions

Mayor Council Comments

Public Comments

Executive Session

Adjournment or 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 es un proveedor de igualdad de oportunidades y el empleador

STAFF REPORT

To: Mayor Schiller
From: Todd Baun, Director of Public Works
Date: October 7, 2016
Re: Current Non-Agenda Activity

Annexation Public Hearing Oct. 26th

The public hearing for the annexation request is set for the Oct. 26th meeting. This is a .5 acre parcel that is next to City limits on McCleary Road.

Boundary Line Adjustment

There has been an application for a Boundary line adjustment on Cedar Street. This is a simple line adjustment of 5 ft. Once Gray and Osbourne has finished their review, and if there is no issues, I will be approving the application.

Budget

The 2017 Budget is taking up a lot of my time right now. We are working hard to get a draft budget to you by the October 26th meeting.

Building and Planning Staff Report

To: Mayor and City Council

From: Paul Morrison

Date: October 1st, 2016

Re: September, Building and Planning Department activities.

New Permit Activities for September 2016

222 East Mommsen Road	Interior Renovations	Total Fee \$ 250.00
810 North Summit Road	Finishing home addition	Total Fee \$ 354.50
610 North Summit Road	New SFR	Total Fee \$ 10,502.30
Wave Broadband	Fiber Optics	Total Fee \$ 93.00
606 Evergreen Place	Driveway Approach	Total Fee \$ 93.00
Power Fees For New SFR		Total Fees \$ 7,297.18
Permit Revenues	Total fees charged for July \$ 18,589.98	Total amount collected for July \$ 31,876.24

Permit Activity Totals

New Homes Built for 2016 20	All Permits Issued for 2016 133	Total Fees Charged for 2016 \$ 215,942.12
New Homes Built for 2015 2	All Permits Issued for 2015 52	Total Fees Charged for 2015 \$ 52,499.28
New Homes Built for 2014 3	All Permits Issued for 2014 89	Total Fees Charged for 2014 \$ 59,695.93
New Homes Built for 2013 3	All Permits Issued for 2013 79	Total Fees Charged for 2013 69,743.57
New Homes Built for 2012 6	All Permits Issued for 2012 97	Total Fees Charged for 2012 \$ 123,164.28
New Homes Built for 2011 1	All Permits Issued for 2011 37	Total Fees Charged for 2011 \$ 24,803.65

3 Unresolved Nuisances for the Month of August

Unresolved Nuisance Letters for the Month of September (MMC 8.16 & 8.20)

511 South 3rd Street

- Tarps covering roof of the home

417 West Pine Street

- Junk & garbage along alley

1101 North Summit Road

- Not retaining collection service (Lemay's)

330 South 2nd Street

- Property Nuisance

Building and Planning Staff Report

0 Unresolved Abatements for the Month of August

Abatements Issued for the Month of September (Correction Notice)

- No Abatements Issued for September

Notice of Infractions Issued for the Month of September

No infractions issued for the month of September

Resolved Municipal Code Violations for the Month of September

108 North 10th Street (Lemay's)

411 West Pine Street (Lemay's)

527 South 3rd Street (Lemay's)

503 South 3rd Street (Lemay's)

1000 West Simpson Ave (Lemay's)

629 South 2nd Street (Lemay's)

1101 North Summit Road (Lemay's)

120 South 5th Street (Removed RV & Utility Trailer on City ROW)

There are several properties that have contacted me and I am currently working with them to comply.

There are several that have yet to contact me or comply.

City Of McCleary Police Chief Report:
 Reporting Officer: Chief Crumb *JMC*
 Month Of October (as of the 6th, 0930 hrs)

City Mayor: Brent Schiller

- Position 1: Brenda Orffer
- Position 2: Dustin Richey
- Position 3: Larry Peterson
- Position 4: Ben Blankenship
- Position 5: Pan Ator

Violent & Property Crimes	Total	Traffic Stops and Violations	Total
Murder	0	DUI	1
Rape	0	Accident	2
Aggravated Assault	0	Stolen Vehicle	0
Robbery	0	Abandon Vehicle	1
Harassment / Domestic	0	Parking Enforcement	0
Theft	0	Motorist	0
Stalking	0	Fatal Accident	0
Found Property	0	Subject Stop	0
Warrant Arrest	2		

Other Emergent Calls	Total	Other Non Emergent Calls	Total
FIRE	5	Noise Complaints	0
Suicide/Attempt/	0	Code Enforcement	1
Missing Person	0	Agency Assist	2
Disorderly Conduct	1	Police Referral-Info	4
Drug Incidents	2	Public Work Assist	1
Man Down/Death in city	0		

	Sept	Oct
Total Calls For The Month	137	26

Calls for The Year: 1873 Calls In City Limits Oct 20

Regular Hours Overtime Hours

Regular Hours Overtime Hours

Time Spent On Reaction Calls

Time Spent On Non Reaction Calls

Items of Special Attention:

- PoliceOne Computerized Training opportunity.
- Calls concerning subjects with mental illness
- Jail transports
- No City resources to assist citizens of age or disability

MEMEMORANDUM

Date: October 6, 2016

To: Mayor and City Council Members
City of McCleary

From: George Crumb, Chief of Police
City of McCleary

RE: Computerized Police Training by PoliceOne Academy

Dear Mayor and Council;

This training site has been brought to my attention. In the past it has been difficult to schedule McCleary officers to attend out of city training opportunities without completely rearranging the schedule. The state has mandated an additional yearly in-service training of 24 hours. I believe this computerized style of training will help us achieve that goal and be beneficial to the officer's

The PoliceOne program offers a 12 month contract for up to five (5) officer users per year for \$575. The amount should reduce after the 1st year. I would like to have the opportunity to try this style of training system.

Thank you;

A handwritten signature in black ink, appearing to read 'GMC', is written over the typed name of George Crumb.

George Crumb, Chief of Police



by Praetorian Digital

Academy Contact Information

Prepared By Monique Childers Phone (626) 239-6922
 Title Senior Business Development Manager Email monique@p1academy.com

Department Information

Account Name McCleary Police Department Address 100 S 3rd St
 Contact Name George Crumb McCleary, WA 98557
 Title Chief Payment Type Invoice
 Phone 360-495-3107 Billing Contact George Crumb
 Email george.c@cityofmcclary.com Billing Notes Referral from: Squaxin Island Tribal PD
 Contract Start Date 11/1/2016
 Contract End Date 10/31/2017

Subscription Platform

Product	Additional Details	Standard Price	Sales Price
PoliceOne Academy Annual Rate Per User	5	\$375.00	\$375.00
Set Up Fee	1	\$200.00	\$200.00
Subtotal			\$575.00
Discounted Amount			\$0.00
Contract Total			\$575.00

Terms & Conditions

Billing Contact Info: Hilary Barham, hilary.barham@praetoriandigital.com
 200 Green Street Ste. 200, San Francisco, CA 94111
 phone: (415) 992-4252 ; Fax: (415) 962-8340

Billing: A yearly subscription billing period begins at the effective starting date of service as stated above. A payment is due in full at the beginning of the 12-month period unless otherwise specified.

Renewal: Term of subscription will be automatically renewed upon contract end date using current rate card rates at the time of renewal, unless written notice of non-renewal is received at least thirty-days prior to contract end date.

Cancellation: Contract cannot be cancelled prior to effective contract end date.

Department Personnel Use Only: Passwords and videos can be used by department personnel during the term of the subscription. Sharing department login access to the PoliceOne Academy or CorrectionsOne Academy or any downloaded or video content with other departments is expressly prohibited. Any violation of this policy will result in revocation of department access.

Limitation of Liability: The PoliceOne and/or CorrectionsOne Academy videos contained herein serve as examples of best practices and should not in any way replace, interfere, or override individual agency protocol, tactics or policies. The Academy platforms are provided on an "as is, as available" basis without warranty of any kind, expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically disclaimed. Although PoliceOneAcademy.com and

CorrectionsOneAcademy.com have made best efforts to provide accurate training information on the site, it makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no liability for errors or omissions therein.

Signature: _____ Date: _____

STAFF REPORT

To: Mayor Schiller
From: Todd Baun- Director of Public Works
Date: October 7, 2016
Re: Rainer Communications Franchise Agreement

The City received the Franchise Request from Rainier, back at the July 5th Council meeting. Dan has been working on getting the draft agreement ironed out and we now have a franchise agreement to bring to the Council.

For reference, Rainier Connect is a telecommunications company and Internet service provider of long standing in the State of Washington. Rainier Connect has provided telecommunications service to the City of Eatonville and the surrounding areas for over one hundred years.

Action Requested:

Please allow the City move forward with the franchise agreement with Rainier Connect.

STAFF REPORT

To: Mayor and Council
From: Todd Baun- Director of Public Works
Date: October 7, 2016
Re: Pole Attachment Agreement

Since November of 2015, Paul, Dan and I have been working on a pole attachment agreement. This is an agreement that will allow companies to attach communication wires to our poles for a small fee for each connection.

This draft of the agreement is the same agreement that they have with Grays Harbor PUD. Grays Harbor PUD charges somewhere in the area of \$20 + per attachment. Other utilities are all charging similar pole attachment rates.

In our draft, we will be asking for a charge of \$14.00 per attachment. This is after our rate study suggested our attachment fee should be in the \$12.00 to \$15.93 range. I believe that our attachment fees should also be reviewed an adjusted annually or bi-annually.

Currently, we charge CenturyLink and Comcast, each April, a “pole rental fee” of \$7.00 per pole. CenturyLink is charged for 574 poles for a total of \$4,018.00. Comcast is charged for 539 poles for a total of \$3,773.00.

Action Requested:

Please discuss and let me know if you would like to move forward with the pole attachment agreement and if the \$14.00 recommendation for pole attachment fee is sufficient.

STAFF REPORT

To: Mayor Schiller
From: Todd Baun- Director of Public Works
Date: September 26, 2016
Re: AFG Grant Writer

The Fire Department has been applying for the AFG (Assistance to Firefighters Grant). This grant is getting extremely competitive and the Firemen that have been completing this grant would like to have assistance with writing this grant. This grant is for Bunker gear, SCBA's and radios and they are requesting \$250,000 from the grant to purchase these items.

The proposed cost for The Ferguson Group to assist with the design, writing, and submission of a competitive 2016 Assistance to Firefighter Grant (AFG) federal grant application will cost \$5,959.00, which \$2,975.00 will be billed up front.

Action Requested:

Please discuss and decide if you want to allow The Ferguson Group to assist the Fire Department with the design, writing, and submission of a competitive 2016 Assistance to Firefighter Grant (AFG) federal grant application for a cost \$5,959.00.



1130 Connecticut Avenue, NW
Suite 300
Washington, D.C. 20036
202.331.8500
202.331.1598 fax

October 5, 2016

Mr. Todd Baun
Public Works Director
City of McCleary
100 South 3rd Street
McCleary, WA 98557

RE: Assistance to Firefighter Grant (AFG) Grant FY 2016

Dear Mr. Baun:

The Ferguson Group, L.L.C. (TFG)/eCivis Grant Writing Team appreciates the opportunity to provide this technical cost proposal to the City of McCleary to assist with the design, writing, and submission of a competitive 2016 Assistance to Firefighter Grant (AFG) federal grant application. The 2016 AFG officially begins October 11, 2016 and the deadline for application submission is November 18, 2016.

TFG/eCivis understands that City of McCleary Fire Department will request funding to purchase Self Contained Breathing Apparatus (SCBA) and turnout gear. Under the AFG program, SCBAs and turnout gear are classified as Personal Protective Equipment (PPE). AFG funds used to acquire PPE may only be used to acquire compliant PPE for firefighting personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1976, 1977, 1981, and 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE will be ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace obsolete or damaged PPE (e.g., turnout gear and SCBA), applicants will be asked to provide the age of the items being replaced.

According to AFG's 2016 priorities, Departments replacing obsolete or damaged PPE would be considered a competitive request. In order for PPE to be considered obsolete, the items must be a minimum of two NFPA cycles and 10 years of age or older from the date they were manufactured. The City understands that if the items requested do not meet the definition of "obsolete" that the application will be less competitive. The City of McCleary also understands that the AFG program requires a match. Fire Departments serving a jurisdiction of 20,000 residents or fewer must provide a cash match of not less than 5% of the grant awarded.

As part of the service offering, TFG/ECivis will work with the McCleary Fire Department to complete the entire AFG application, including:

- 1) Assisting in defining the most competitive project scope
- 2) Entering all required data into the online FEMA platform
- 3) Drafting and finalizing required narratives, including:

- a. Critical Infrastructure
- b. Firefighter Training
- c. A description of your organization and the community you serve
- d. Need for Federal Financial Assistance
- e. Budget Detail language
- f. Project Description
- g. Cost-Benefit Analysis
- h. Statement of Effect

As the federal grants consultant for ECivis, TFG will work at the direction of the City of McCleary. TFG will prepare all federal grant application forms, as well as the project narrative that is required as part of the application, and provide to the City a completed application prior to the grant deadline. The City of McCleary will be responsible for providing TFG with the required data, all log in information for the FEMA grant portal, participate on grant conference calls and provide any additional documentation or information requested by the grant writer.

Based on the above parameters, TFG proposes to be compensated through a set retainer fee of \$5,950.00 for all time expended for professional services. TFG will invoice the City of McCleary for one half of the professional fee retainer \$2,975.00 as a deposit upon signing the contract. Work will be billed against the initial deposit, and all work billed thereafter will be invoiced at the end of the month for payment. Any expenses incurred in this effort will be billed separately, and TFG expects payment within 30 days. A detailed time billing summary will be provided.

Heidi Schott, TFG Grant Services Manager, will be responsible for managing the project, and we may call upon other employees of our firm to assist in this engagement on an as-needed basis.

TFG appreciates the opportunity to work with the City of McCleary. If this letter correctly reflects your understanding of the terms and conditions of TFG's representation, please indicate your acceptance by signing two originals of this letter and returning one to us for our records.

Sincerely,



W. Roger Gwinn
Chief Executive Officer

ACKNOWLEDGED AND AGREED TO BY:



W. Roger Gwinn Todd Baun
Chief Executive Officer Public Works Director
The Ferguson Group, LLC City of McCleary

October 5, 2016

Date

Date

2016 BUDGET POSITION

City Of McCleary
MCAG #: 0344

Time: 12:18:11 Date: 10/07/2016
Page: 1

001 Current Expense 01/01/2016 To: 12/31/2016

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 20 10 00 Salaries And Wages	20,800.00	3,336.60	17,463.40	16.0%
522 20 20 00 Personnel Benefits	4,250.00	425.78	3,824.22	10.0%
522 20 31 00 Supplies - Operating	5,000.00	3,326.23	1,673.77	66.5%
522 20 31 10 Fuel	750.00	543.44	206.56	72.5%
522 20 31 20 Fema Grant Expenditures	0.00	0.00	0.00	0.0%
522 20 41 00 Professional Services	2,300.00	447.18	1,852.82	19.4%
522 20 41 10 Professional Service-computer	100.00	0.00	100.00	0.0%
522 20 42 00 Communications	100.00	158.65	(58.65)	158.7%
522 20 43 00 Travel	0.00	0.00	0.00	0.0%
522 20 45 00 Rent - City Hall	0.00	0.00	0.00	0.0%
522 20 46 00 Insurance	5,200.00	5,451.59	(251.59)	104.8%
522 20 47 00 Public Utility Serv.(city)	1,900.00	1,503.92	396.08	79.2%
522 20 48 00 Repair And Maintenance	4,000.00	1,500.16	2,499.84	37.5%
522 20 49 00 Miscellaneous	50.00	0.00	50.00	0.0%
522 20 49 10 Miscellaneous-training	1,000.00	490.00	510.00	49.0%
522 20 53 00 External Taxes	50.00	0.00	50.00	0.0%
522 Fire Control	45,500.00	17,183.55	28,316.45	37.8%
Fund Expenditures:	45,500.00	17,183.55	28,316.45	37.8%
Fund Excess/(Deficit):	(45,500.00)	(17,183.55)		

2016 BUDGET POSITION TOTALS

City Of McCleary
MCAG #: 0344

Time: 12:18:11 Date: 10/07/2016

Page: 2

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense	0.00	0.00	0.0%	45,500.00	17,183.55	37.8%
	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>45,500.00</u>	<u>17,183.55</u>	<u>37.8%</u>

Order form for: **City of McCleary**

Prepared on: **September 29, 2016**

Account Contact: Wendy Collins

2017 Annual Service Fee: \$9,469.13

ORDER FORM

ORDER PREPARED FOR:

Company: **City of McCleary**
 Contact: **Wendy Collins**
 Address: **100 S 3rd**
McCleary, Washington 98557
 Phone: **(360) 495-3667**
 Email: wendyc@cityofmccleary.com

ORDER PREPARED BY:

Company: **BIAS Software**
 Contact: **Sue Cronk**
 Address: **327 E. Pacific**
Spokane, WA 99202
 Phone: **(509) 443-3332**
 Email: sue@biassoftware.com

ORDER DETAILS

ORDER DETAILS			
PRODUCT	DESCRIPTION	QTY.	SUB-TOTAL
Annual Support	Financial	1	\$1,552.50
Annual Support	Payroll	1	\$1,653.75
Annual Support	Cash Receipting	1	\$1,440.00
Annual Support	Utilities	1	\$2,070.00
Annual Support	Permitting	1	\$1,395.00
Total IT Services:		BIAS Managed Back-up - All	\$600.00
Total Cloud Licenses:			\$0.00
Other Fees:			
SIGN & RETURN BY 11.30.16		Discounts:	
Tax:			\$757.88
Remarks:	Grand Total (Tax Included)		\$9,469.13

ENHANCEMENTS

Purchase Orders , Online Payments, Job Costing, Itron Interface,

CONTRACT SUMMARY

Contract Period: January 1st – December 31st, 2017

Licensed Services:

Financial | Payroll | Utilities | Cash Receipting | Permitting

IT Services:

BIAS Managed Back-up - All

Support Remarks:

Enhancements:

Purchase Orders , Online Payments, Job Costing, Itron Interface,

Annual Support (Includes Tax) - \$9,469.13

PAYMENT

Annual Support Fee is due on the contract year by January 31st. Invoice will be generated upon receiving signed Order Form.

REMARKS

Upon signature by Customer and submission to BIAS, this Order Form shall become legally binding and governed by the [Master Subscription Agreement v.6.10.16](#) between BIAS and Customer unless otherwise agreed by BIAS and Customer.

During the Contract Term and for one year thereafter, Customer shall not disclose the pricing or terms hereunder to any third party (unless required by law) without BIAS prior written consent.

<p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Signature:</p>
--	--------------------------

PLEASE SIGN DIGITALLY OR PRINT AND FAX TO 888.228.0030 OR EMAIL TO SUE@BIASSOFTWARE.COM



US_001_OU

Date Printed : 28-SEP-2016

Maintenance Renewal Quote

Page: 1 of 1

Customer Name: City of McCleary, WA
Customer Number: 17451
Bill To Contact: Lindsay Blumberg
Customer Address: 100 S. 3rd St.
 McCleary, WA 98557-9652

Contract Number: SC00004517
Description: City of McCleary, WA - MVRS & HW

Contract Duration: 01-FEB-2017 - 31-JAN-2018

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
HARDWARE					
FC300, SREAD RADIO, WLAN, GPS	FC300160425015	01-MAY-2017	31-JAN-2018	1	346.50
			Subtotal :	1	346.50
FC300, DESK DOCK	FC300216022298	01-MAY-2017	31-JAN-2018	1	28.35
			Subtotal :	1	28.35
FC3006 VEHICLE MOUNT CRADLE	FC300616046304	01-MAY-2017	31-JAN-2018	1	56.25
			Subtotal :	1	56.25
MOBILE COLLECTOR LITE	72502830	01-FEB-2017	31-JAN-2018	1	728.82
			Subtotal :	1	728.82
HARDWARE				4	1,159.92
SOFTWARE					
MVRS,UP TO 2500 METERS SERVICED,ELECTRONIC DELIVERY		01-FEB-2017	31-JAN-2018	1	1,062.87
			Subtotal :	1	1,062.87
			Subtotal :	1	1,062.87
Contract Grand Total :				5	2,222.79

NOTE: This is not an invoice

STAFF REPORT

To: Mayor Schiller
From: Todd Baun- Director of Public Works
Date: October 7, 2016
Re: TCMS Chiller Maintenance Agreement

The WWTP, (Waste Water Treatment Plant), has a large chiller unit, which is needed during the summer months, to keep our outflow water cool enough to meet Department of Ecology standards. This unit was installed in 2006, when the WWTP was upgraded. Since that time, we have had several small issues with the unit, which TCMS has repaired.

We are requesting a maintenance agreement with TCMS, to be move to a more preventive maintenance approach, instead of the reactive maintenance that we have been doing.

This agreement will provide testing, inspection and preventive maintenance, 3 times a year, for a cost of \$3057 for the first year, and \$3209 for the next 2 years.

Action Requested:

Please discuss and allow the Mayor to sign the maintenance contract with TCMS.



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
09/21/2016	PC16252	

BY AND BETWEEN:

Temp-Control Mechanical Service
 8310 30th Avenue NE
 Lacey, WA 98516
 WA# TEMPCMS065QP / OR CCB# 103165

AND

City of McCleary
 100 S 3rd St
 McCleary, WA
 98557

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Waste Water Treatment Facility

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Customized Professional Maintenance II

and associated Terms and Conditions

AGREEMENT coverage will commence on October 01, 2016 (date). The AGREEMENT price is \$3,057.00 per year, payable \$3,057.00 per Annual in advance beginning on the effective date of October 01, 2016.

This AGREEMENT price will be \$3,209.00 per Annual from October 01, 2017 (date) through September 30, 2019 (date).

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be _____ per _____. It is understood that the warranty expires on _____ (date).

SCHEDULES INCLUDED:

- 1-Inventory Of Equipment
- 5-Special Services/Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

Signature (Sales Representative)

Lance Haver

CUSTOMER

Signature (Authorized Representative)

Approved For Contractor

Signature

Todd Wyche, General Manager

Name & Title

Date

Todd Baun

Name (Print/Type)

Director of Public Works

Title

Date



CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II

Proposal Date	Proposal Number	Agreement No.
09/21/2016	PC16252	

Our Customized Professional Maintenance II (CPM-II) is designed to provide the Customer with an ongoing maintenance program. The CPM-II program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:
 -TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
 -INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:
 -CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
 -ALIGNING belt drives; drive couplings; air fins, etc.
 -CALIBRATING safety controls; temperature and pressure controls, etc.
 -TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
 -ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
 -LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
 -PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.



Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
09/21/2016	PC16252	

City of McCleary

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
	Chiller System					
1	Chiller 1 4 - Compressors	Trane	CGAFC60AK A10000E00	C05EO4456	60 Tons	Water Treatment
1	Condenser 1 6 - Fan Motors	Trane			1 HP	
1	CHWP 1 Included are thermostats and controls related to equipment.	Baldor			5 HP	

Schedule 5

Special Services/Provisions

Proposal Date	Proposal Number	Agreement No.
09/21/2016	PC16252	

Maintenance on Chiller will be 3 times per year.
-End year Shut down Procedure and scheduled maintenance.
-Restarting chiller and scheduled maintenance.
-Mid season maintenance.

EMERGENCY STICKERS:

Will be placed on or near the equipment with a unique identification code and our 24-hour telephone number.