



# McCleary City Council

## AGENDA

**April 23, 2014**

### **7:00 City Council Meeting**

Flag Salute  
Roll Call  
Public Hearings:  
Public Comment:

Minutes: (Tab A)  
Mayor's Report/Comments:

Staff Reports: Dan Glenn, City Attorney (Tab B)  
Todd Baun, Director of Public Works (Tab C)

Old Business: IPI Sewer Inspection (Tab D)

New Business: Repeal Resolution 410B, Banking Authority (Tab E)  
Float Shed Demolition (Tab F)  
3<sup>rd</sup> Street Improvement Phase I Design (Tab G)

Ordinances:

Resolutions: Repeal Resolution 410B, Banking Authority (Tab H)

Vouchers  
Mayor/Council Comments  
Public Comment  
Executive Session  
Adjournment

Americans with Disabilities Act (ADA)  
Accommodation is Provided Upon Request

Please Turn Off Cell Phones – Thank You

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.

**CITY OF MCCLEARY**  
**Regular City Council Meeting**  
**Wednesday, April 9, 2014**

ROLL CALL AND FLAG SALUTE	Councilmember's Schiller, Reed, Ator, Catterlin and Peterson.
ABSENT	Mayor Dent was not in attendance. Mayor Pro Tem Ator Chaired the meeting.
STAFF PRESENT	Present at the meeting were Todd Baun, Wendy Collins, George Crumb and Dan Glenn
PUBLIC COMMENT	None.
MAYOR'S COMMENTS	None.
MINUTES APPROVED	<b>It was moved by Councilmember Reed, seconded by Councilmember Catterlin to approve the minutes from the March 12, 2014 meeting. Motion Carried 4-0.</b>
DIRECTOR OF PUBLIC WORKS REPORT	<p>Todd Baun has provided the Council with a written report and welcomes any questions they may have. He reminded the Council of the upcoming power outage and city-wide clean up planned for this coming Saturday.</p> <p>Todd is working with Dan on the storm pond issue. They are working on the extra labor cost and how to recover it. Councilmember Catterlin does not believe all the residents should absorb the cost. He said the people that live in the development elected to ignore or abandon their homeowners association agreement. We shouldn't penalize the other residents because of their decision. Councilmember Reed agreed.</p>
CITY ATTORNEY REPORT	Dan Glenn reminded Council there are items still open to discuss. One is the mobile food units and the other is the BPA contract, whether to enter into it or not.
MRSC RESOLUTION CLARIFICATION	Resolution 668 was passed on March 12, 2014 without clarifying the dollar amount in the Resolution on page 6, which states, "Director of Public Works, with the prior approval of the Mayor, shall have the authority to award public works contracts without council approval, provided that the Director shall notify the Council of such award at the next scheduled Council meeting by means of a written report". <b>It was moved by Councilmember Catterlin, seconded by Councilmember Peterson to enter the amount of \$6,000 to Resolution 668, Section D. (2). Motion Carried 4-0.</b>
COMCAST FCC REQUIREMENT	Comcast is required to give municipalities written notification of their intention to change rates and the allocation of those rates. The City has no direct control over those rates. The City has received a notification as to anticipated rate changes. The City may give a written response to the FCC in terms of its opinion as to the rate figures. It is up to the Council if they wish to respond.
BPA REP SETTLEMENT	Councilmember Catterlin asked Councilmember Schiller what his opinion of the BPA settlement was and he responded he did not have one yet. Councilmember Catterlin understands the Light & Power Department was in favor of the settlement. Todd Baun agreed and said the Grays Harbor PUD was against it. Councilmember Catterlin commented that since the PUD consistently rejects the offer, the City should go in consensus with them. <b>It was moved by Councilmember Catterlin, seconded by Councilmember Peterson to reject the BPA REP offer. Motion Carried 4-0.</b>

LANDLORD UTILITY BILLING  
ISSUE

This is an ongoing issue for landlords. They have tenants move out with outstanding utility bills that they are responsible for paying. The landlords believe the renters should be responsible for the outstanding debt, not the landlords. The Council can either change the process or leave it the same. The landlords are very frustrated over this process. The tenant, after leaving a large utility bill, can move into another rental after the previous landlord paid off the debt. The tenant has a clean slate and can move on and do the same to the new landlord. Dan Glenn stated the landlord's have the right to request copies of all bills so they can keep up on the tenants balances. The landlord also collects a deposit, which should include enough for delinquent utility bills. Councilmember Catterlin said it's a matter of who should be responsible for the loss. He said landlords are in the business to make money and the City is not in a position to take a loss. He would like to see things stay the way they are. Helen Lake said she knows of two landlords that had large outstanding bills that really hurt them financially. She would like to see a list created that would show who are the abusers and not allow them to re-establish another account

Dan Glenn said if a person has a bad credit record, the City has the right to say no. Wendy Collins told Dan that is not a practice the office knew they could exercise. Dan will find the statute that allows this and provide it to Wendy and the front office.

LIGHT & POWER POLE AND  
TRANSFORMER BID RESULT  
AND APPROVAL

**It was moved by Councilmember Catterlin, seconded by Councilmember Peterson to award the transformer purchase to HD Supply for a total cost of \$45,907.41 and McFarland Cascade for a cost of \$31,620 plus tax, and contingent upon no bid error being claimed by the companies. Motion Carried 4-0.**

ENERGY CONSERVATION  
PROGRAM FUNDING

At the February 26, 2014 meeting, the Council chose to provide \$30,000 funding for the Energy Smart Grocer program. In order to start the ESG program, we have to update our agreement. **It was moved by Councilmember Catterlin, seconded by Councilmember Peterson to authorize the updated Energy Conservation Program Funding Renewal Agreement. Motion Carried 4-0.**

PACIFIC COUNTY FIRE  
DISTRICT #5 SUBSCRIBER'S  
AGREEMENT

Grays Harbor E9-1-1 Communications submitted a copy of the agreement for review and signature. The agreement was approved at their March 11, 2014 Administrative Board meeting. **It was moved by Councilmember Schiller, seconded by Councilmember Reed to authorize the Mayor to sign the Pacific County Fire District #5 and Grays Harbor E9-1-1 subscriber's agreement. Motion Carried 4-0.**

IPI, INC. AGREEMENT

The agreement is a great opportunity for the City to have the sewer lines filmed and reviewed by a company out of Tumwater. The last time the lines were inspected was in the 1990's. Todd Baun would like to get all the sewer lines inspected, which will help Gray & Osborne with the general sewer plan and identify our deficiencies in the lines. Right now we have an I & I problem that when it rains it gets processed through the treatment plant and Todd does not believe it's right to have our rate payers pay to treat rainwater through our treatment plant. He would like to help out our community with the sewer rates we have now by correcting the I&I problem and alleviating the cost from them. The cost of the inspection process is \$40,000, which sounds expensive but is actually a good deal. Jon Hinton said the company is a reputable firm and a plus is that G&O would not have to spend \$10,000 for their study, making the cost actually net only \$30,000. The item is tabled so the Council has more time to review the agreement.

APPROVAL OF VOUCHERS

Accounts Payable vouchers/checks approved were 37754 - 37807 including EFT's in the amount of \$226,629.33 and 37812 - 37868 including EFT's in the amount of \$184,836.55.

**It was moved by Councilmember Reed, seconded by Councilmember Peterson to approve the vouchers. Motion Carried 4-0.**

PUBLIC COMMENT

Councilmember Schiller asked Councilmember Catterlin if the promises that were told to him by the Mayor have happened, regarding budget discussions prior to adoption. Councilmember Catterlin stated so far, yes they have. He added the first thing is the presentation of the levy, which will begin by meeting with Grays Harbor County Sheriff, Rick Scott, to discuss contracting options if the levy fails. Councilmember Schiller stated that nothing has been presented yet and Councilmember Catterlin replied that there are no hard figures to present yet and it will probably be May before there are any numbers.

Councilmember Catterlin stated the ambulance contract ends this year and is hoping the Council and Mayor can look at alternatives other than Fire District #5. Councilmember Schiller added they might also want to include the McCleary Fire Department when the ambulance discussions take place.

EXECUTIVE SESSION

None.

MEETING ADJOURNED

**It was moved by Councilmember Catterlin, seconded by Councilmember Peterson to adjourn the meeting at 7:35 PM. The next meeting is scheduled for April 23, 2014 at 7:00 PM. Motion Carried 4-0.**

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: April 18, 2014  
RE: LEGAL ACTIVITIES as of APRIL 23, 2014

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

1. **SHORELINE MANAGEMENT UPDATE MANDATE**: There are likely to be items on the agenda in relation to this state-mandated program. Mr. Baun is likely becoming more aware of this program than he would have preferred.

As to the consultant's contract, you are aware that I reviewed the draft contract provided by the consulting firm and provided a memorandum setting forth concerns and recommendations. If I correctly understood from a discussion I had with Mr. Starks, Elma's Public Works Director, to whom the same contract was provided, the consultant has accepted most of the recommendations I made. At least one major potential issue remains, one of those "what if" situations tied to the unlikely possibility the City would have to terminate the contract for cause. I do not know if we will have the issue/s resolved by Council. In light of that, I would recommend that the Mayor be authorized to sign a contract with the consultant so long as the consultant, Todd, myself and, most importantly, the Mayor or Mayor pro tem are satisfied with the final terms.

2. **BANKING RESOLUTION**: As a result of discussions had with Ms. Collins, I have recommended that the City formally modify the protocols in relation to the opening of accounts, deposit of funds, and issuance of negotiable instruments. The goal is to have an updated written document which not only works administratively, but also provides the SAO with a written guideline against which to test conformation with such important fiscal matters.

MEMORANDUM - 1

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

In preparing the draft, I have tried to fit it with the current practices. Ms. Collins and her staff members have reviewed it and find that it will work. However, the Finance Committee may also desire to review it and make recommendations as to changes prior to its presentation for action.

3. **CANNABIS REGULATION:** The Legislature is out of session and during its 60 days took no meaningful action in relation to the regulation of medical cannabis operations even though the WSLCB had followed the Legislature's mandate of last year and reviewed the matter and made recommendations. It also did not change significantly any of the provisions of I 502 relating to the growth, packaging, and retail sale of the product. The WSLCB has commenced the issuance of licenses on the three aspects. I am unaware of the status of any applications submitted for locations in McCleary. However, the events of two weeks ago in relation to the one "dispensary" located in Oakville reaffirms that one of the concerns related to these activities is present.

A. **Current Status:** At this time you have an ordinance in place which imposes a moratorium upon the placement or licensing of I 502 activities, as well as the opening of any dispensaries or collective gardens. However, it will expire in a couple of months. As you are likely aware, Centralia just enacted an extension of its moratorium. Most importantly from a precedential standpoint, the action of the City of Kent prohibiting collective gardens was recently upheld by the Court of Appeals.

As to I 502 licensing, since the WSLCB has made clear that licenses will not be issued if the location is within 1,000 feet of a variety of activities including schools, public libraries, licensed child care facilities, public parks and playgrounds. For McCleary, that would currently make it difficult, if not impossible to obtain a license within the corporate limits. As to medical dispensaries and collective gardens, there continue to be no regulations.

B. **Alternatives:** At this stage, the Council and Mayor have at least three alternatives:

1. Take no action and allow the moratorium to expire. That would effectively leave no realistic chance to have a retail facility in the City, but leave open the matter of dispensaries/collective gardens.

2. Refer the matter to the hearing examiner for hearing on zoning matters, either only as to the

dispensary/collective garden issue or to I 502 activities as well.

3. Extend the moratorium for an additional six months based upon the absence of guidance as to the dispensary/collective garden regulation since it is likely that the Kent decision will have the growers seeking consideration of the decision by our Supreme Court.

My recommendation is to consider the second alternative since, through the process, answers will be given as to the zoning control upon these activities. Based upon the Kent appellate decision and the opinion issued by the Attorney General that indicates that office believes the municipal corporation has the authority to ban I 502 licensed activities from being located within the corporate limits, your scope of authority appears to be broad. License and regulate along the lines of Aberdeen's approach or prohibit.

I would ask that you provide direction on these matters.

4. **OFFICIAL TRAINING REQUIREMENT:** The 2013 Legislature adopted what is known as ESB 5964. It requires that public officials, including elected officials, take part in a training course on compliance with the Public Records Act (PRA) and Open Public Meetings Act (OPMA). While adopted in 2013, its mandates become effective July 1 of this year. A couple of weeks ago I received a communication from the SAO indicating they were going to put on a training class down around Longview and a couple of other locations, none of which were close to us. With a copy of my query provided to Ms. Collins, I contacted the staff member and noted the lack of available sites and requested that they arrange a program closer geographically or make one available as what is now called a webinar. He indicated they would be reviewing this matter. I would note that Montesano's City Administrator has volunteered the use of the large meeting room they have on the second floor of City Hall.

Hopefully, they will either hold one in our area or, even better, allow you to access the information through an internet webinar.

I will keep you informed since if compliance is not achieved, we can expect challenges from a variety of sources.

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

DG/le

MEMORANDUM - 3

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

## **STAFF REPORT**

To: Mayor Dent  
From: Todd Baun, Director of Public Works  
Date: April 4, 2014  
Re: Current Non-Agenda Activity

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### **3rd Street Improvements Phase I**

We had 7 firms that provided their qualifications for the 3<sup>rd</sup> street design. Paul, Colin, Kevin and I have narrowed that list to 4 firms that will be interviewed. The interviews will be on April 18<sup>th</sup> and will be conducted by Ben, Larry, Brian Moorehead from WSDOT Local Programs and myself. I will compile the interview results and will have a recommendation for a design firm on the April 23<sup>rd</sup> meeting.

### **Private Storm Ponds**

I have been talking with Dan about this issue.

### **Critical Area Ordinance (CAO)**

We provided a draft to be reviewed by the State. Once the comments from the State are returned, we will be moving forward on getting this corrected.

### **Power Outage**

The Power outage went well. All of our crew members that worked this outage did an outstanding job and I have received numerous compliments on the shorter length of the outage.

### **City Wide Clean Up**

The cleanup also went well. It was reported that the crews were busy thru out the entire clean up. I will get the final tonnage of trash, which was removed this year, later this week.

### **Public Works Crew and Power Crew**

I just want to thank the crews that make this city run. Our crews go above and beyond to help improve all aspects of this city. Whether it's the simplest of tasks or a major disaster, the crews are here solving whatever issue arises.

I appreciate every one of them and I know that they are the ones that make people in my position successful.

Again, Thank You- Paul, Brad, Pierce, Jeffery, John, Joe, Jenna, Robert, Jon, and Kevin



**STAFF REPORT**

To: Mayor Dent  
From: Todd Baun, Director of Public Works  
Date: April 21, 2014  
Re: IPI contract

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On the April 9<sup>th</sup> council meeting, I brought a contract for sewer inspection of our current system. The work would be performed by Interactive Pipe Inspection (IPI) out of Tumwater, WA. You asked for more information and here you go.

The deliverables they will be providing will be CCTV inspections that can be loaded and controlled on a computer, post processing coded reports indicating locations and descriptions of all pipe deficiencies found, panoramic video and a map software viewer.

I have attached 3 articles showing the technology that is used and what they can provide. I have also emailed links to this company showing short videos of their product.

This work is needed for us to understand where our sewer deficiencies are located at. Once these deficiencies are located, it allows us to repair and correct the problems. We currently do not know where our sewer deficiencies are located at and our Inflow and Infiltration (I&I) is only getting worse.

Each rain storm the city rate payers are paying to treat hundreds of thousands of gallons of rain water. For example, we are normally treating an average of 200-250 thousand gallons of wastewater per day. On rain event, our treatment average jumps to 500-750 thousand of gallons per day. Does this information mean people are using wastewater more? No, it's rainwater/storm water that is infiltrating our sewer system. We shouldn't be treating water that does not need to be treated.

**Staff Recommendation:**

I would recommend accepting this contract for sewer inspection of our current system. \$30,000 of this cost will come out of our Sewer Capital Outlay system budget which has \$96,748 left in it. The other \$10,000 will come from the General Sewer Plan budget for Gray and Osborne.

**Action Requested:**

Please consider accepting the contract for the Lump Sum price of \$40,000 for inspections of our sewer system.



INTERACTIVE PIPE INSPECTION

April 2, 2014

To: Todd Baum toddb@cityofmccleary.com 360.495.3667 Ext 123 Office  
City of McCleary 360.495.3097 Fax  
100 South 3rd Street  
McCleary WA 98557

Re: Special SOLO Robotic inspection of Your Entire System - YES program

Todd

Thank you for giving us this opportunity to submit a proposal on the above referenced project. Upfront the total value of the condition assessment program would normally cost twice as much as we are quoting. Redzone presently has 10 million feet of SOLO Robotic inspection under contract. This will be the first YES program for IPI and we will be bringing other customers to McCleary to watch the SOLO Robot's in action. Our proposal does NOT include GPS locates at the Man Holes.

**IPI Provisions & Benefits for the City of McCleary include:**

**Local Company** – IPI is located within a 30 Minute drive of the City of McCleary. This is a huge advantage to the City relative to project scheduling.

**Contractor** – IPI is a licensed and bonded contractor in Washington. IPI has the experience to also clean and / or repair any pipe conditions that may be found during this condition assessment phase. We have more tools in our tool box for pipe work than other local contractors.

**Veteran Owned** – IPI is a Certified Veteran Owned Business in the State of Washington. The State of Washington encourages Professional Service awards like this to Veteran Owned Companies. Please see attached State of Washington Certification

**Robot** – IPI is proposing to use special non tethered SOLO Robots for this project.

**Panoramic** – The CCTV deliverables will be in Panoramic. This means that you or your engineer will have complete control of pan & tilt from your desk.

If you have any questions or require any other information, please feel free to contact our office. We thank you for the opportunity to present you with new developments in technology.

Respectfully,

Dennis Smith  
President  
IPI: Interactive Pipe Inspection

[www.ipi-pipe.com](http://www.ipi-pipe.com)

855 Trosper Rd SW 108-206

Tumwater, WA 98512

360.507.1814

WA Contractor License: IPI\*1\*\*911P6

OR Contractors CCB: 190037



INTERACTIVE PIPE INSPECTION

## City of McCleary Condition Assessment Your Entire System

### Project Understanding

The goal of this Condition Assessment is to provide the City of McCleary with quality data that can be used to evaluate the internal condition of the pipe and possible sources of I & L. Presently the City Treatment Plant is experiencing high peaks during rain events. Most of the sewer collection system was updated in late 1970's.

IPI is proposing to inspect **ALL of the 8 inch Thru 12 inch and sewer lines** in the City of McCleary. There is only approximately 1,550 feet of 6 inch lines and 550 feet of 15 inch that will not be inspected with the **SOLO Robots**.

The role of IPI is to provide trained and certified operators to perform the inspections. We will provide Certified PACP reports. Our Project Managers have over 20 years experience in working in pipes and know what to look for and how to execute difficult projects.

### Scheduling

Scheduling is critical while the ground table is high. The State of Washington has had record breaking rains this year and now is the time to perform the inspections. We propose to start and complete the inspections by the middle of May 2014.

### Deliverables

The Key deliverables required by this project are:

1. CCTV inspection of all the 8 inch thru 12 inch sewer lines in the City of McCleary
2. PACP coded reports.
3. Panoramic Video
4. Map Software Viewer

### IPI Qualifications

IPI Inc. was formed specifically to focus on Specialized Pipe Inspections.

Originally IPI was a division of Pipe Experts LLC which has been performing normal inspections for over 20 years. Because of the specialized equipment and technical operator requirements for these type of inspections a new company was formed to focus entirely on this new technology. The same highly qualified and experienced personnel with multiple years of experience work for IPI.

IPI Inc home office is Tumwater, Washington.

IPI is a licensed and bonded Contractor in Washington and Oregon State.

Additional Information is on our Web Site at [www.ipi-pipe.com](http://www.ipi-pipe.com)

#### Project Manager

The Project Manager for the City of McCleary Inspections will be Pat Shepp.

Pat has over 20 years experience in this Industry.

Pat has personally inspected over a 1 million feet of pipe.

Please see attached resume for Pat.

#### Key Personnel

The Project Field Supervisor for the City of McCleary Inspections will be Bryce James

Bryce has over 10 years experience in this Industry.

Bryce has been featured in Multiple National Articles on Inspections

Please see attached resume for Bryce.

#### Sub Contractors

We do not plan on using any Subcontractors for this project

[www.ipi-pipe.com](http://www.ipi-pipe.com)

855 Trosper Rd SW 108-206

Tumwater, WA 98512

360.507.1814

WA Contractor License: IPI\*I\*\*911P6

OR Contractors CCB: 190037



INTERACTIVE PIPE INSPECTION

Project Approach and Schedule

A. Total Project. We are proposing to inspect the following approximate amount of Sewer lines.

6 inch	AC Sewer		Will not be inspected at this time. Approximately 1,550 feet.
8 inch	AC Sewer	1,800 Feet	Panoramic CCTV
8 inch	PVC Sewer	31,150 Feet	Panoramic CCTV
10 inch	PVC Sewer	5,800 Feet	Panoramic CCTV
12 inch	PVC Sewer	1,050 Feet	Panoramic CCTV
15 inch	PVC Sewer		Will not be inspected at this time. Approximately 550 feet
Total Footage		<u>39,800 Feet</u>	

B. Cleaning. Normally for this type of robotic inspection, we inspect to clean, which means we want to see the dynamic actual working condition of the sewer system so we do NOT do any cleaning.

\* We would like to discuss light cleaning prior to the inspections. Light cleaning would be via flushing prior to the inspection - call it one pass cleaning. Any cleaning would be at no charge.

C. The Project Manager will be responsible for all aspects of the project including safety, traffic and quality control of the reports

D. Our work plan is based on completing 3,000 to 5,000 feet of inspections per day. Total on site time will be 9 to 14 Days.

E. The Panoramic CCTV using the SOLO Robots require Post Processing at our offices. Post Processing turnaround is presently taking 20 to 40 Days.

F. City to Provide.

- a. Access to all sewer Man Holes
- b. Reasonable amounts of water if cleaning is agreed to
- c. Assistance with traffic control permits and traffic control. We only provide signs and cones.

Cost Schedule

This project is being proposed as Lump Sum. Our Lump Sum price is \$ 40,000.00. CCTV is a non taxable professional service so no tax.

Payment Terms.

Payments are net 30 days from date of invoice, and a finance charge of 1% will be added for each month an invoice remains unpaid after 30 days. Payments shall be remitted to the address shown on the invoice

Payment Schedule

75% of the amount listed or agreed to will be invoiced upon completion of the inspection and DeMob from site.

25% of the amount listed or agreed to will be invoiced upon completion and submittal of the field data collected and processed.

[www.ipi-pipe.com](http://www.ipi-pipe.com)

855 Trospen Rd SW 108-206

Tumwater, WA 98512

360.507.1814

WA Contractor License: IPI\*I\*\*911P6

OR Contractors CCB: 190037

## CONTRACT FOR PROFESSIONAL SERVICES

This contract for professional services entered into between the City of McCleary (the City or McCleary), a municipal corporation, and Pipe Experts, LLC, a Washington limited liability company (Consultant) executed in multiple copies upon the dates set forth below.

### RECITALS

1. The City maintains a sanitary sewer system for service to its customers. One of the aspects affecting the ability to serve and to comply with appropriate standards in control of infiltration and inflow of liquids into the system as the result of defects in the piping system.

2. Consultant has represented that it has the equipment, staff, and expertise to carry forth an inspection of the designated portion of the collection system so as to identify the locations of such inflow and infiltration through the utilization of various equipment, characterized as "multi-sensors" including panoramic closed circuit television (CCTV).

3. The City wishes to retain the Consultant's services for those services and both parties wish to memorialize the terms and conditions of their agreement.

NOW THEREFORE, for good and valuable consideration the Parties agree as follows:

SECTION I. GENERAL ELEMENTS: The scope of work, methods to be utilized, and cost of performance as set out by the Consultant are as detailed upon Exhibit #1, attached to this agreement and incorporated by this reference.

Section II. CONSULTANT'S RESPONSIBILITIES:

2.1. Compliance with Proposal's Terms: Consultant shall fully comply with all terms, conditions, and commitments set forth in Exhibit #1.

2.2. Modifications:

A. In the event of a modification in scope of activity requested by the City, so long as the modification does not have an impact upon the cost or completion date, Consultant shall implement such request.

B. If the City requests a modification which Consultant reasonably believes either will increase its cost of performance or date of completion, it shall notify the City prior to undertaking such modification. The Parties shall negotiate such change order as may be mutually agreed upon.

2.3 Time of Performance:

Consultant shall begin provision of the services within ten days of the execution of this agreement by the City and complete the on-site portions of the contractual performance within thirty (30) calendar day of commencement of performance unless the date for completion is extended by mutual agreement:

PROVIDED THAT, if performance is delayed by natural causes beyond the control of the Consultant, the time for completion shall be extended by the number of days of such delay. The data and other deliverables, included electronic versions of the information obtained, to be provided to the City by the Consultant pursuant to the provisions of Exhibit #1 shall be provided to the City within \_\_\_\_days of the completion of the onsite work.

2.4 Insurance:

A. Consultant shall maintain compensation and employers liability insurance for its employees as required by State law.

B. Consultant shall maintain public liability and property damage insurance of an occurrence nature which shall protect Consultant from personal injury or property damage claims arising from its negligent performance of work under this Agreement upon which the City shall be an additional named insured. The limits of liability for such insurance shall be no less than \$1,000,000 combined single limit.

C. Consultant shall maintain Professional Liability Insurance of an occurrence nature which shall protect Consultant from claims arising from its professionally negligent performance of work under this Agreement. The limits of liability for said Professional Liability Insurance shall be no

less than \$1,000,000.

2.5. Compliance with Law: In the performance of this contract, Consultant shall comply with any applicable federal or state law, rule or regulation including, but not limited to, laws relating to employment, prevailing wage and discrimination.

2.6. Indemnification: The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by



the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

2.7. Consultant's Status: At all times during the performance of this agreement Consultant's relationship with the City shall be as an independent contractor.

### Section III: CITY'S RESPONSIBILITIES

3.1. Provision of Information: The City shall furnish such reports, data, studies, plans, specifications, documents, and other information as may be agreed upon. Consultant may rely upon the City provided documents in performing its services required under this Agreement to the same degree that such reliance is reasonable under the standard of care. All documents provided by the City will remain the property of the City.

3.2. Assistance: The City shall provide such access and staff a

3.3. Payment: The payment schedule shall be as provided in Exhibit #1: PROVIDED THAT, final payment shall not be due until tender to the City of the required work product, including the final report and electronic information.

### Section IV: GENERAL PROVISIONS

4.1. Use of Reports, Recommendations, and Ownership of Documents:

A. The work product, including all reports, recommendations, and other materials resulting from Consultant's efforts shall be furnished to the City. Such results are intended solely for purposes of this Agreement and such other purposes as the City may thereafter make. Any reuse by the City or others for purposes outside of this Agreement shall be at the City's sole risk unless such use is with the specific consent of the Consultant.

B. All work product, including reports, field notes, calculations, estimates, and other documents, which are prepared by Consultant shall be the property of the City, but Consultant may retain a copy for record keeping purposes.

C. Consultant shall retain all pertinent records relating to the services performed, including but not limited to billing records, for a period of three years following submission of the report. During such period the records will be available to the City or designee at all reasonable times.

D. Acceptance by the City of the work product provided by the Consultant shall not relieve the Consultant of the responsibility for the accuracy and correctness of such product.

4.2 Termination: This Agreement may be terminated for convenience by either party on 30 days' written notice; or for cause, if either party fails to substantially perform the

work in accordance with this Agreement through no fault of the other and does not commence correction of such work and non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, Consultant will be paid for all authorized work performed up to the termination date plus termination expenses, such as but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. In the event that the termination is as a result of Consultant's failure to perform, payment shall be subject to reduction by any damages or additional costs incurred by the City, provided that this sum shall not be deemed an exclusive remedy for the City.

4.3. Severability and Survival: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless of whether Consultant's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability, or any other type of cause of action, and shall apply to Consultant, its officers, and employees.

4.4. Dispute Resolution & Interpretation

A. The laws of the State of Washington shall govern

the validity of this Agreement, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall be in Grays Harbor County.

B. In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then-prevailing rules of the American Arbitration Association for construction industry disputes: PROVIDED that no party objects to arbitration within thirty (30) days after a demand for arbitration is filed with AAA. In the event that a party objects to resolution through arbitration, then any dispute shall be resolved through the judicial process.

C. The parties agree that, in the event of a dispute subject to resolution under this paragraph, whether the resolution be through an arbitration process or a judicial process, either party may bring into the proceeding such other entities as will be necessary to achieve a full resolution of all issues raised in the dispute. Such additional parties may include, but are not limited to, those parties who could be added to litigation pursuant to the Civil Rules promulgated for the Superior Courts of the State of Washington.

D. Each party has had the opportunity to have this agreement reviewed by counsel of its choice. Thus, the rule of interpretation against the drafter shall not apply.

4.5. Notices

That any notice to be given to the CITY shall be given to the Clerk-treasurer of the CITY. That any notice to be given to Consultant at the address set forth below. Notices shall be given in writing. If mailed, they shall be deemed received upon the third business day following their mailing, properly addressed and postage prepaid, certified mail, return receipt requested, to the address stated below. If personally delivered, they shall be deemed received upon the date of actual receipt. For purposes of receipt of notice,

1. The City's address for personal delivery and for mailing shall be 100 South Third Street, McCleary, Washington 98557.

2. Consultant's address for both purposes shall be 855 Trosper Road S@ 108-190, Tumwater, Washington 98512-8108.

4.6. Non-waiver: Waiver by either party of any provisions of this agreement, including any time limitation provided in this agreement, shall not constitute a waiver of any other provision nor, as to the provision waived, a future waiver of that provision.

4.7. Authority to Execute: Each person signing this agreement warrants that they have been authorized to execute the agreement by and upon behalf of the party for whom they sign.

DATED this \_\_\_\_\_ day of April, 2014.

CITY OF McCLEARY

\_\_\_\_\_  
D. GARY DENT, Mayor

ATTEST:

\_\_\_\_\_  
WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
DANIEL O. GLENN, City Attorney

DATED this \_\_\_\_ day of April, 2014

PIPE EXPERTS, LLC.

By \_\_\_\_\_  
DENNIS SMITH, Managing Member

By \_\_\_\_\_  
Secretary



by Jeff Griffin Senior Editor

## Panoramic Pipe Inspection For Manholes

Panoramic pipe inspection technology has taken the process of inspecting sanitary sewer, storm sewer and water pipes to new dimensions, providing a 360-degree look at inside pipe surfaces and detailed information a step further past the capabilities of conventional pan-and-rotate inspection cameras and equipment.

Interactive Pipe Inspection (IPI) has been providing panoramic pipe inspection and assessment services for two years to engineers, municipalities and utility owners in the water and wastewater industries. Collected digital data is processed through various software applications and delivered in digital report format, along with a printed executive report and job summary.

The ability to provide engineers and municipalities with measurable data is a major benefit of the panoramic technology, said Bryce James, IPI manager.

"IPI's pipe inspection system uses dual-mounted, high resolution cameras with wide angle lenses that can inspect pipelines eight-inches in diameter and larger at the rate of 14 inches per second," James said.

### Panoramic manhole inspections

Now IPI has brought the panoramic inspection process to manhole inspections, said James.

Until recently, James said, most manhole inspections have been made visually from the surface or by man entry, a time-consuming and dangerous confined-space task.

"IPI's 360-degree manhole inspections speed the process by eliminating the need to take notes during visual inspections for use in preparing reports," he said. "Data is collected at a rapid pace with pictures taken every two inches as the cameras move upward through the manhole. Typically a manhole inspection is completed in five to seven minutes, making it possible for a crew to inspect many manholes in a work day."

For manholes 16 inches and greater in diameter, IPI uses the Ibak Panaramo SI 3D Optical Manhole Scanner employing high-resolution digital cameras with specially designed, distortion-free wide angle lenses.

"The cameras optically scan the entire interior of the manhole in a few seconds in one single vertical run," James explained. "The image data is transmitted digitally to the inspection van and is at the operators disposal

as a live picture for orientation purposes and available as a panoramic 'film' of the whole manhole."

On-the-spot analysis is possible, but most often assessments are made in the office by specialists.

"Unlike a video tape from a conventional pan and rotate camera which only shows the section of view saved at the time of taping, the Ibak Panaramo SI viewer software provides an all-round inspection of the manhole, just as if the inspector were on site with a pan and rotate camera," said James. "At a desk with a computer and mouse, the user can stop at any position in the manhole, do a 360 degree pan, zoom, perform an image capture and complete the analysis data."

Simultaneously, an unfolded view of the inner surface of the manhole can be generated which gives a rapid overview of the condition of the structure and enables the user to measure the position and size of objects with the aid of a computer.

### Panoramic pipe inspections

For inspections of pipes eight inches in diameter and larger, IPI uses the 3D Optiscanner with the Ibak Panaramo Rapid View camera inspection system also employing dual-mounted, high-resolution cameras with wide angle lenses. Parallel mounted xenon flashlights are triggered when camer-



as are activated. Scanned pictures are put together to form 360 degree spherical images. The scanning process can be accomplished both in forward and in reverse directions. As with manhole inspections, image data is transmitted digitally to the inspection van and is available to the operator and saved as a panoramic picture of the entire pipeline and viewer software permits in-the-office inspection of the section of pipe with the same capabilities described for utilizing manhole data.

For long-range pipe inspections, IPI uses the Inuktun VT300 Versatrax crawler/camera system with multi-sensor capability. The system is capable of inspections to distances of 7,000 feet, reducing logistics and deployment time.

"This system," said James, "has three on-board video cameras with high-intensity LED lighting, can be outfitted with multiple sensors and can be used on round or flat surface applications at a speeds of up to 30 feet per minute. In pipe 12 inches in diameter and larger, sensors in addition to CCTV can be added. Laser scans are used to produce ovality and radius reports for sliplining. A sonar sensor typically is used for fully submerged pipes and siphons. However, underwater laser is one of the newest sensors for providing measurable data in fully-submerged pipes. H<sub>2</sub>S gas monitoring sensors can be combined in the same inspection, deployed on the same platform, and can be combined in the same inspection deployed on the same platform, and can provide multiple reports from the same footage location not visible to the human eye."

#### Software

IPipes software from Infrastructure Technologies (IT) provides comprehensive asset inspection management tools for water, wastewater and storm systems, including analysis and reporting, report visualization and distribution. IPipes GIS module allows planning and execution of projects using customer-supplied GIS maps.

Based in Turnwater, WA, Interactive Pipe Inspection was established in 2009 as a corporation specializing in advanced technology applications for the inspection of underground pipe systems to multi-national markets. IPI began as a division of Pipe Experts LLC, a leader in trenchless technology for more than 30 years, said James.

FOR MORE INFO:  
Interactive Pipe Inspection  
(800) 850-3053, [ipi-pipe.com](http://ipi-pipe.com)



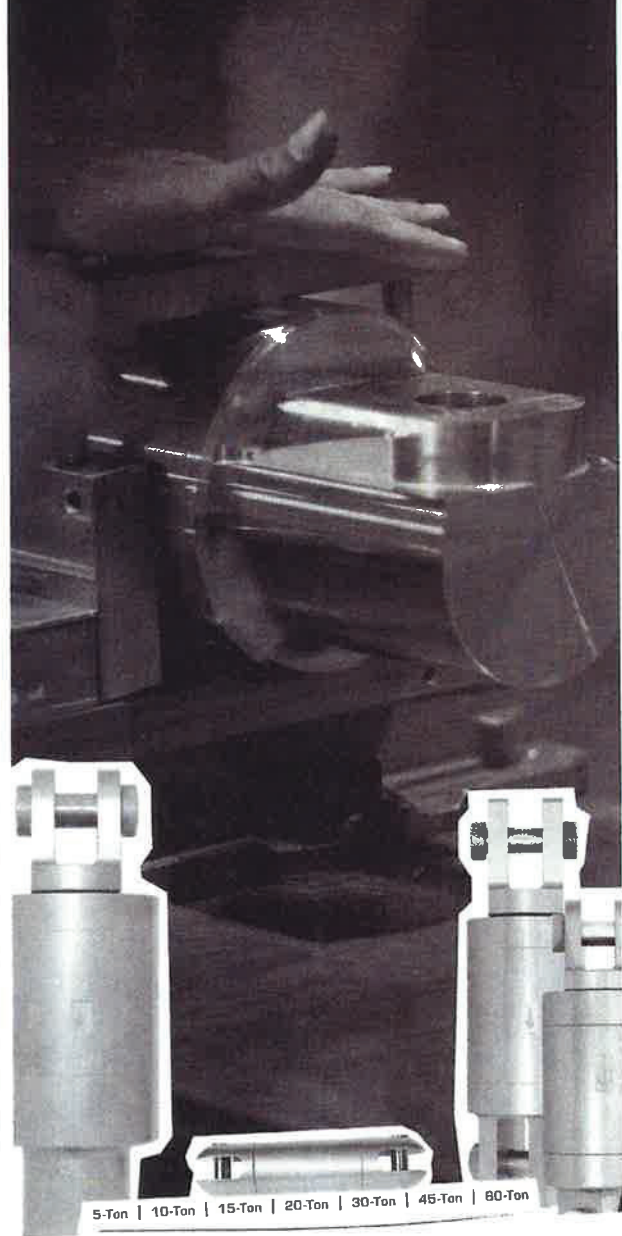
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# Record breaking single deployment of 2.2 miles MH to MH shatters distance record

- **Interactive Pipe Inspections (IPI Inc.) & Redzone team to produce a record breaking inspection for King County Washington**



Adjacent to the Seattle Seahawks practice facility exists one of the longest and most challenging sewer tunnels in the vast collection system for the King County Department of Natural Resources and Parks Wastewater Treatment Division.

A recent inspection and evaluation just broke the single access inspection barrier of over 2.2 miles or almost equivalent to 40 football fields long laid out end to end!

King County, WA with a topography that is quite conducive to significant rainfall, a growing population, is developing a comprehensive assessment program using advanced technology to manage their collection system.

## King County Collection System

The King County collection system serves 17 Cities and 16 Local Sewer Districts in King, Snohomish and Pierce Counties plus the Muckleshoot Indian Tribe. The 390 miles of major sewer interceptors and 47 pump stations deliver the wastewater to the four (4) wastewater treatment plants that are operated and maintained by King County.

The smaller pipelines and other conveyance facilities that carry wastewater to King County's interceptors are owned, operated, and maintained by the respective cities and districts (also known as local wastewater service agencies).

To comprehend the magnitude of the daily volume, the West Point Treatment Plant (located in Seattle) has an average capacity of 133 mgd (million gallons per day) and a peak wet-weather capacity of 440 mgd. The South Treatment Plant (located in Renton) has an average capacity of 115 mgd and a peak wet-weather capacity of 325 mgd.

## King County Sewer Tunnels

The East Side Interceptor for King County includes the Wilburton, Kennydale, Sunset, and Hazelwood Tunnels that collect all the sewage from the cities and sewer districts on the east side of Lake Washington and transports this sewer by gravity to the South Treatment Plant. The East Side Interceptor is 16.3 miles in length with its four tunnels ranging in length from 2,631 feet to 11,720 feet with a size ranging from 78" to 96".



Lee Miller, Facilities Manager for the King County Conveyance Systems states, "the East Side Interceptor is our most critical pipeline because the pipe runs under or near three major Freeways (I -405, I-90 and SR 520), under railroad tracks and is adjacent to Lake Washington. The Eastside Interceptor is so important; we check the condition every three (3) years by in pipe inspection using the latest technology."

The general contracting firm of Interactive Pipe Inspection (IPI Inc), located in Tumwater, Washington was awarded the competitive bid for five (5) years of Tunnel Inspections for King County. King County owns and operators its own Cues CCTV Van to inspect the rest of the Interceptors.

# Record breaking single deployment of 2.2 miles MH to MH shatters distance record



## Past King County Sewer Inspections

The 2011 Inspections performed by IPI Inc included the inspection of 49,000 feet of interceptors located **UNDER** Lake Washington and Lake Sammamish. These inspections required divers to set aluminum cassettes just to access the underwater MH lids before the inspections could start. IPI used the Inuktun Versatrax 6,000 foot fiber system to inspect the lake lines. IT Pipes software was used to record all these inspections.

## Multi-Sensor Inspection Technology

IPI Inc, teamed with RedZone Robotics located in Pittsburgh, Pennsylvania to inspect the Eastside Interceptor Tunnels.

The accepted plan was to utilize the Multi-Sensor approach by utilizing the three platforms of Digital CCTV , Sonar and Laser modeling. RedZone Robotics is a pioneer and industry leader with advanced technological capabilities for large diameter inspection capabilities and provided robotic and synchronized platforms for the data collection assessment. IPI and RedZone Robotics collected the Multi-sensor data to verify any deterioration of the East Side Interceptor Tunnels to establish a baseline condition assessment.



## Long Distance Sewer Tunnel Assessment

The Wilburton, Kennydale and Sunset segments ranged from 2,631 to 5,000 feet from manhole to manhole. **The Hazelwood tunnel segment is 11,720 feet in length** with high velocity flows of over 5 fps in some cases. Unique was the terrain as the line and the entry manhole is located in a steep ravine that runs parallel to Coal Creek with woods surrounding the area.

Interstate 405 and the landscape of the ravine created a lengthy tunnel segment.



Previous Inspections of this Tunnel required other support equipment including a crane to lower the 700-lb Responder to the manhole. Inspection was performed in two phases where 5,860 feet was inspected in the downstream direction and remaining 5,860 feet was approached from the descending manhole going upstream to complete the survey. This process of going both downstream and upstream due to having a tether length of 8,000 LF involved an extra deployment and created greater involvement in planning and operational logistics.

Dennis Smith, president of IPI, noted, “We have teamed up with RedZone on many challenging projects over the years and they continue to push the envelope of technology and limits of what is possible and this record breaking inspection is another example.”

# Record breaking single deployment of 2.2 miles MH to MH shatters distance record

The most recent IPI inspection of the Long Hazelwood Tunnel used the advancement of RedZone technology, the assessments were completed utilizing the RedZone HD Profiler floating Multi- Sensor Inspection (MSI) platform due to its flexibility to be hand carried to access locations and for the actual deployment would only need a special type non- powered tether (over 12,000 LF long) attached to a special designed winch truck to either pull or release the platform.

Due to the high flow velocity and changes in pipe size varying from 78” to 96”, some modifications to the HD Profiler were required. The specially designed flotation outriggers were extended on each side to assist in the stability and help control side to side movement. The Fly Eye Laser sensor package was raised over 2 ft for the varying slope and change in pipe diameters.

For the deployment day in the Hazelwood line, the first obstacle was in the initial setup where the field technicians navigated down the steep ravine, carried the HD Profiler over a foot bridge crossing Coal Creek and walked through the thick brush to the manhole. Adding to the challenges was the depth and the rushing flow. A proper OSHA confined space entry procedure was performed. A member of the field crew at the invert reassembled the flotation outriggers and Laser sensor Fly Eye system to the modified HD Profiler to accommodate the narrow opening of the manhole.

After assembly, the tether was secured to hold the HD Profiler in place for the survey. The special tether has the tensile strength to withstand the high velocity flow.

Each winch reel can hold over 8,000 feet, so two trucks were needed for the 11,720 foot tunnel segment. Confronting the intense flow was challenging even to the special designed winch reels as they would need to release tension for the average of 30 feet per minute so to allow for capturing the data with the sensors. The extremely long run segments meant that it would have to be well planned to extend the typical battery life of approximately five hours on the HD Profiler to complete the survey.

The HD Profiler collected Digital CCTV / Sonar/ Laser from the only access at the entry MH to 11,720 feet at the exit. RedZone engineers had to modify the HD Profiler and data collection procedures to be able to complete the long run and still have power. It was a success.

As the inspection proceeded, the velocity of the flow on the HD Profiler and winch increased with the distance out and forces were extreme on the Tag lines. Steve Foss, the inspector for King County said “the lines were so tight you could play them like a Piano. Our fear was that if a tag line broke all the equipment would end up at the South Treatment Plant.” The inspection was successful and the tag lines were retrieved

The speed needed to remain constant to maintain the accuracy of the data collection. A special manual brake was also retrofitted and applied to the winch to reduce the strain and solved the problem of rapid descent. Near the 8,000 foot mark, the second winch reel was attached with immediacy as the constant strains persist to pull the line. After



# Record breaking single deployment of 2.2 miles MH to MH shatters distance record

the completion of the survey and with confined space entry performed, the HD Profiler was disassembled in the downstream manhole that is adjacent to the Seattle Seahawks Practice Facility in Renton.

The difficulty at the end was actually retrieving just the tether line through the primary access manhole with the high velocity of flow providing resistance. The retrieval lasted longer than the survey. All in all it was a great deployment where ingenuity and advanced technology prevailed. The HD Profiler covered the entire 11,720 LF in a single shift (**over 2.2 miles total from a single access location**)

## **Breaking the coding inspection barrier**

The National Association of Sewer Service Companies, (NASSCO) who established the pipe industry standards of PACP for coding sewers had a limit set for 9,999 linear feet per pipe segment.

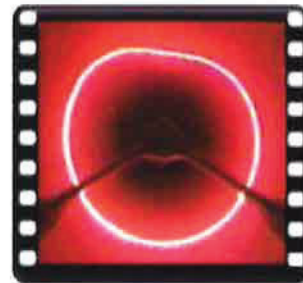
“ When our technicians went to PACP defect code the tunnel, it would not resolve since PACP had a limit of 9,999 LF as it was thought that no single segment could be longer than that”, stated Matt Horton, P.E., Director of Reporting for RedZone Robotics.

Matt notified NASSCO of the current limitations and started the process with NASSCO to increase the limit as longer segments technology now exists to surpass the PACP single segment limit.

The analysis of the data utilizing the multi-sensor inspection platform provided vital information to examine defects, sediment, and corrosion.

A comparison with 2009 data for the same tunnels revealed some minor changes to the pipe condition.

IPI Inc. & Redzone Robotics established the baseline results with the synchronized multi-sensor CCTV / Sonar / Laser data that will allow King County to better manage, prioritize and make well informed decisions on its vast and critical infrastructure for years to come.



## FOCUS: SEWER

# NEW WAYS OF SEEING

Laser and sonar technologies give the King County Wastewater Treatment Division two more effective tools for assessing sewer pipe condition

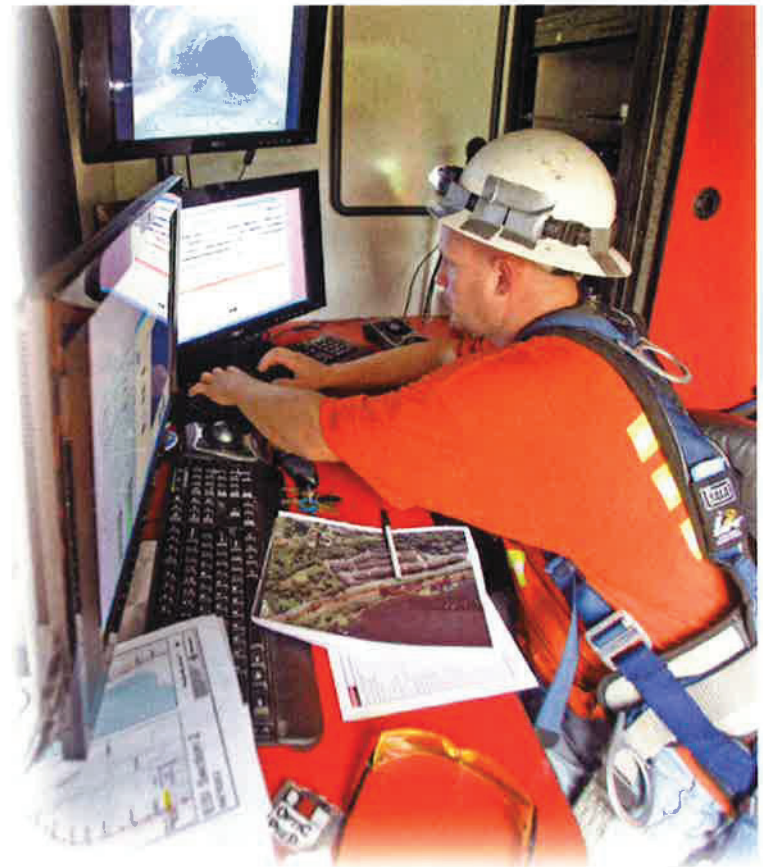
By Erik Gunn

A few years ago, a sewer inspection contractor approached the King County Wastewater Treatment Division in Seattle, Wash., with an offer. The contractor had expanded its capabilities to include sonar inspection in tough situations and wanted to show off its new technology.

"They wanted to do a demonstration for us," recalls Lee Miller,

lead facilities inspector for the division, part of the King County Department of Natural Resources and Parks. Officials knew just the place: a century-old siphon.

Sonar made the difference. That first inspection uncovered a debris blockage that was the source of the problem in the siphon, and that led to a sonar contract for King County. And it didn't stop there. Having learned about sonar,



Bryce James of Pipe Experts Inc. monitors progress as CCTV and sonar check out a 96-inch interceptor in King County, Wash. (Photography by Ned Ahrens, King County)



A crew member adjusts a CCTV camera rig. To the left are the LED lights, which are powered by the cylindrical battery pack seen behind the camera.

the division has tried out another high-tech inspection tool — laser profiling — with comparable success.

It's all part of a strong, proactive inspection program. While sonar and laser are the two most advanced technologies the division uses, its practices reflect a progressive outlook in other ways. The division was an early adopter of CCTV inspection and in the last decade has brought much of that inspection in-house.

### Attacking pollution

The King County Wastewater Treatment Division (METRO) was created after a citizen vote in 1958 to create a regional wastewater conveyance and treatment system. The move responded to worsening pollution in Lake Washington and the Puget Sound.

Small wastewater treatment plants throughout the county were shut down, and two large ones were built, with trunk lines and interceptors to convey waste to them. The county's 34 wholesale customers are the cities and water

and sewer districts within the county — a population of about 1.6 million.



**PROFILE:**  
King County  
(Wash.)  
Wastewater  
Treatment Division

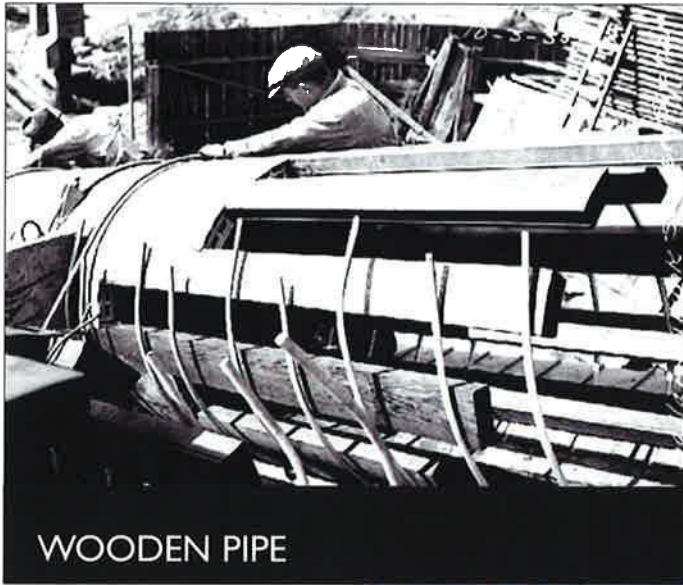
**POPULATION SERVED:**  
1.6 million

**SERVICE AREA:**  
King County and portions  
of Snohomish and Pierce  
counties

**WASTEWATER VOLUME:**  
200 mgd

**INFRASTRUCTURE:**  
350 miles of sewer mains

**WEB SITE:**  
[www.kingcounty.gov/  
environment/wtd.aspx](http://www.kingcounty.gov/environment/wtd.aspx)



## WOODEN PIPE

One of the more unusual sonar inspections the King County Wastewater Treatment Division has conducted involved the Ballard Siphon, says Lee Miller, lead facilities inspector. What made the siphon so unusual was its composition. Installed in 1935, it consists of wood stave pipe.

"Seattle has a lot of wood stave water pipes," Miller explains, "and this system belonged to the City of Seattle, which we took over" when METRO was formed in 1961. The county hired a contractor to conduct a sonar inspection of the Ballard Siphon in 2005, and it raised concern. "We put that on a list to sonar every couple of years just to make sure, because we did find what we thought were problems with it."

Because sonar can't give a complete visual image, it wasn't clear exactly what the problems were. The sonar information appeared to indicate that the pipe had collapsed. For a closer look, the county shut down the pipe and dewatered for a CCTV inspection. It turned out the diagnosis of a collapse wasn't quite right. "What we found it to be was grease," Miller says.

Still, numerous other problems with the pipe have led the county to schedule it for eventual replacement with an 8-foot-diameter tunnel that will run parallel to it. The wood stave pipes in the system are slated for renovation as well. HDPE lining will take their diameters to 30 inches, down from 36 inches.

"We started video-inspecting our lines in 1974," Miller says. At the beginning and until 2002, the CCTV work was contracted. "In 2002, we purchased our own CCTV truck, and we started doing our own CCTV work in 2003."

Today the county owns an inspection van with three OZ III



Old wooden pipes are a unique feature of the King County sewer system.

cameras from CUES Inc., mounted on various crawlers, the largest a Mud Master. "We also use this same camera equipment on boats we float through our bigger sewers," Miller says.

The county has an established inspection schedule to ensure that all 350 miles of lines for which it is

responsible get inspected on a seven- to 10-year cycle. The vast majority of lines, from 18 inches to 144 inches, are concrete pipes, but about 10 percent are newer materials, such as HDPE, glass fiber-reinforced polymer mortar, and PVC.

### Trying out sonar

When Sonar Solutions International Inc. (now Pipe Experts LLC) offered King County WTD a chance to see what sonar inspection could do, the Montlake Siphon was an obvious demonstration site.

The siphon, built in 1909 and running under the Lake Washington Ship Canal, had become the site of recurring combined sewer overflows. "Generally it would overflow two or three times a year," Miller says. "Between 2002 and 2003 it had overflowed 11 times."

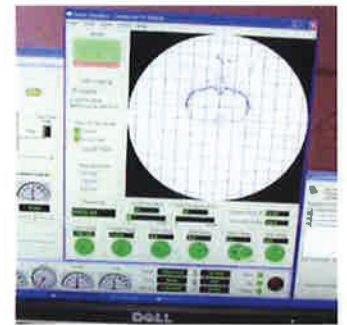
The problem was obvious, but the cause was not, and conventional CCTV inspection wasn't much help. The siphon is 500 feet long

duce a variety of images. None of them look like a conventional video or photograph, but all can be useful once operators are trained to read them properly.

### Immediate results

In real-time inspection, personnel can see a silhouette-like outline of the pipe's cross section showing obstructions where they are pres-

An example of a sonar image of a pipe interior.



**"We figured [sonar] would be a good technology to expand our inspection toolbox. We have a list of 85 sites that we haven't been able to inspect.**

**It's a really big to-do list."**

Lee Miller

with two shafts 100 feet deep. "It's completely full of sewage all the time," says Miller. "We could get a CCTV camera in there, but we couldn't see anything."

An initial sonar inspection of one shaft found a blockage at the bottom. A crew cleaned it out, and Sonar Solutions then did a thorough sonar inspection of the whole siphon. The inspection used a 2.2-MHz rotating-head sonar system, accompanied by a low-light underwater CCTV camera.

Both transmitted their information via a fiber-optic cable as they were pulled through the siphon by a tag line attached to a winch at the downstream end. For the vertical shafts, the sonar head's cable was directed from the top downward using a mounted sheave wheel.

The sonar, positioned underwater, sends out an acoustic pulse in a narrow cone. Software then interprets the sound's echo, and the data is converted into X-Y-Z coordinates. The result can pro-

duce a variety of images looking ahead into the pipe, with a grid imposed on the image to help more clearly show even small irregularities in the pipe surface. Data can even be used to construct angle or side view drawings that might include color coding for various pipe conditions and contour lines to show sediment buildup.

In one segment of the horizontal siphon tunnel, the inspection found an obstruction measured at 32.1 percent of the pipe. After the contractor cleaned and reinspected the siphon, the obstruction was reduced to less than 8 percent.

"The pipe was cleaned as well as possible," Miller reports. "There was still some debris that we were unable to remove. We felt that what was left in the pipe would not cause us any more problems."

CSOs returned to their usual frequency of two or three per year. Additionally, the rock box at the siphon's entrance was put on a



A crew from Pipe Experts Inc. of Tumwater, Wash., prepares a CCTV camera and sonar platform for the inspection of a 96-inch interceptor.

**“Like everybody else in the U.S., we’re dealing with an aging infrastructure. This helps us keep on top of that before we have one of those catastrophic failures.”**

Lee Miller

cleaning schedule of every two years.

The county was sold on sonar. “We figured this would be a good technology to expand our inspection toolbox,” says Miller. “We have a list of 85 sites that we haven’t been able to inspect. It’s a really big to-do list.” It includes 20 siphons, five pressure sewers, and 51 force mains.

The county is working down the list at about three sites per year. Sometimes the findings are good news, as with some recent pressure-sewer inspections that found the lines to be in good shape. “We wouldn’t have known that because we wouldn’t have been able to do it with our regular CCTV inspection,” Miller says.

#### Laser profiling

The county’s use of laser inspection tools grew out of another project that at first was a standard TV job, but was too big for the in-house CCTV team. “Our TV truck has only a limited length — 2,200 feet of cable,” Miller says. “The tunnels we needed to inspect were all 4,000 feet or longer, up to a little bit over 16,000 feet.”

The county’s CCTV equipment

still uses wire cable, which further limits how far the camera transporter can go. For the longer runs, fiber optics was the way to go, and that meant the county had to issue an RFP for the work.

“Two proposals came back,” says Miller. “The proposal we took had an interesting twist to it. They said they could do CCTV, sonar, and laser profiling of our pipes at the same time. It ended up being a much lower cost than the other proposal for just doing CCTV.”

The county accepted the proposal and in 2006 conducted a laser inspection on sewage tunnels with significant pipe deterioration from hydrogen sulfide exposure. The laser view allowed a detailed view of the pipe profiles. “You could see all the defects,” Miller says. “It gave more of a 3-D depiction of the pipe.”

The vendor, RedZone Robotics Inc. of Pittsburgh, Pa., used a sonar unit first to give a reading below the surface of the liquid flowing in

**The Pipe Experts performs a confined-space entry to place a CCTV camera and sonar float into a King County interceptor.**



the pipe. "We were able to see if there was any sediment in the pipe," Miller says. Laser and CCTV inspections followed. The CCTV camera was mounted on a tracked transporter backed by 6,000 feet of cable.

### Cutting edge

As with sonar, the laser inspection doesn't produce a photo-like image, but more of an abstract diagram that indicates the shape of the pipe and the condition of the inside surface. Some of the images almost look like a photo that has been subjected to special effects to change the coloration.

The laser inspection is useful in two ways, Miller says. First, it can uncover eccentricity in the pipe that changes its profile from perfectly circular to slightly egg-shaped. The district uses it in that way to inspect new lines to make sure they are true and don't have bellies.

Second, it can report pipe conditions in far more detail than a simple visual inspection via CCTV. Of specific interest, laser profiling uncovers the pitting in concrete

characteristic of hydrogen sulfide exposure.

The district used laser inspection again in 2007, when it inspected two tunnels totaling about 30,000 feet, and in 2008, when another 12,000 feet was up for profiling. Certain lines where there has been chronic hydrogen sulfide erosion are designated for inspection every three years to monitor their condition.

As technologically advanced as sonar and laser may be, in the end it's not about just having the latest gadgetry. "I'd like to think we're on the cutting edge with our inspection," Miller says. But there's a bigger reason for that: "Like everybody else in the U.S., we're dealing with an aging infrastructure. This helps us keep on top of that before we have one of those catastrophic failures." ♦

### MORE INFO:

18 **CUES Inc.**  
407/894-0190  
[www.cuesinc.com](http://www.cuesinc.com)

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION RELATING TO BANKING  
AUTHORITY; REPEALING RESOLUTION 410 B, &  
PROVIDING AN EFFECTIVE DATE.**

**R E C I T A L S:**

1. The City maintains certain accounts at the branch of Umpqua Bank in closest proximity to the City.

2. Pursuant to the adoption of Resolution 410 B, protocols were established as to the processing of deposits and withdrawal of City funds. For purposes of clarifying the scope of authority as to the execution of negotiable instruments upon behalf of the City, upon the advice of the Clerk-treasurer and the City Attorney, the Council finds it appropriate to adopt a new banking resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR CONCURRING:

SECTION I: The selection of Umpqua Bank as the primary bank of deposit for the funds of the City is reaffirmed and the individuals listed below are the authorized persons referred to in this Resolution:

A. Elected Officials

1. D. Gary Dent, Mayor

2. Ben Ator, Mayor pro tem

B. Appointed Officials

1. Wendy Collins, Clerk-treasurer

2. Lindsay Blumberg, Deputy Clerk-treasurer

SECTION II: As to actions upon behalf of the City, the individuals named in Section I may, on behalf of the City:

A. With the signatures of one elected official and one appointed official, open accounts and thereafter the appointed official or her or his designee may deposit funds into any checking, savings, or other time deposit account or any certificate of deposit at Umpqua Bank so long as such account is in the name of the City and it is established so as to require signatures as set forth below for any withdrawals.

B. So long as the check, draft, or advice of debt or document of withdrawal contains both the signature of one of the elected officials and one of the appointed officials named in Section I,

1. Write any check, draft, and/or advice of debt.

2. Withdraw funds from any checking, savings, or time deposit account, or any certificate of deposit.

SECTION III: Any of the individuals named as appointed officials shall be authorized to deposit into the City's accounts and provide any endorsements on any negotiable

item payable to the City for the purpose of deposit into an account in the name of the City.

SECTION IV: So long as the items bear the appropriate endorsement, it is understood the Bank has no obligation to determine that depository funds are applied to the City's account or for its benefit. Endorsements made by rubber stamp shall bind the City. As of the effective date of this Resolution, it shall supersede any prior Resolution of the City.

SECTION V: To the extent that they change or are supplemented by action of the Council, the names of the individuals who fill the positions specified in Section I shall be provided to the financial institution by the means of a written communication upon City stationery, signed by the person then serving as Mayor, and certified by the person then serving as Clerk-Treasurer of the City, with the City seal affixed thereto. By such certification, any individual not previously listed in the most recent list filed by the City shall be deemed to have the same scope of authority and responsibility set forth in the other sections of this resolution.

SECTION VI: The City may terminate authority granted pursuant to this Resolution by writing a letter

revoking the authorizations set forth above signed by the Mayor. Such letter must be received by the Bank at each branch at which an account is maintained and is not effective until so received. All transactions which would have been authorized by this Resolution taken prior to this Resolution are ratified.

SECTION VII: Resolution 410 B shall be and is hereby repealed as of midnight, April 23, 2014. All actions taken pursuant to and in compliance with Resolution 410 B are ratified.

PASSED THIS \_\_\_\_\_ DAY OF APRIL, 2014, by the City Council of the City of McCleary, and signed in authentication thereof this \_\_\_\_\_ day of April, 2014.

CITY OF McCLEARY:

\_\_\_\_\_  
D. GARY DENT, Mayor

ATTEST:

\_\_\_\_\_  
WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:  
  
\_\_\_\_\_

DANIEL O. GLENN, City Attorney

**STAFF REPORT**

To: Mayor Dent  
 From: Todd Baun, Director of Public Works  
 Date: April 10, 2014  
 Re: Float Shed Demolition

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A total of 4 bids were received for the demolition and removal of the float shed. The contractor will have to remove all Asbestos Containing Material (ACM) that was identified in the survey that was performed in June of 2011. Once the ACM is removed, the building and concrete will be removed from the site and gravel will be brought in to level the area.

<u>Contractor</u>	<u>Total Cost Inc. WA Sales Tax</u>
Rhine Demolition LLC	\$24,870.00
House Brothers W/KD&S	\$23,214.52
Brumfield Construction W/ KD&S	\$19,045.41
Birindelli Inc W/KD&S	\$30,451.47

The apparent lowest cost proposal was provided by Brumfield Construction with KD&S Environmental providing the asbestos abatement.

The 2014 budget includes \$40,000 for Light and Power Capital Outlay for the float shed.

**Staff Recommendation:**

The recommendation at this time is to award Brumfield Construction the demolition of the float shed after KD&S Environmental provides the asbestos abatement.

**Action Requested:**

Please consider awarding Brumfield Construction the demolition of the float shed with KD&S Environmental providing the asbestos abatement. Total cost including Washinton State Sales Tax is \$19,045.41.



RHINE DEMOLITION, LLC ♦ 1124 112<sup>TH</sup> ST E; TACOMA, WA 98445-3798 ♦ PHONE: (253) 537-5852 (800) 963-8270 FAX: (253) 531-9548

**PROPOSAL**

March 17, 2014

Mr. Todd Baun, Public Works Director  
City of McCleary

Via email: toddb@cityofmccleary.com  
Phone: 360-495-3667 ext. 103  
360-470-9650

Regarding: Float Shed Abatement, Demolition & Site Preparation  
721 Simpson, McCleary WA

Dear Mr. Baun:

We propose to provide the necessary labor, equipment, materials and services needed to complete the following:

- Provide Olympic Region Clear Air Agency notification as required
- Removal of asbestos containing materials (ACM) per the survey prepared by KD & S Environmental dated June 9, 2011. ACM roofing will be emulsified in place and removed with the building demolition debris.
- Place silt fence at the top of slope along the creek south of the building to be demolished prior to removing the concrete slab
- Demolish, remove and legally dispose of existing building superstructure, concrete slabs, footings and foundations
- Import compactible fill and place approximately 4" within the building footprint area and track compact with an excavator
- Leave the site smoothed and with a tidy appearance
- It is assumed that the building and building contents will be maintained in a condition that is substantially similar to its present condition except that the owner will removed its desired belongings and that the materials stored at the exterior of the building (telephone poles, pipe, road signs, etc.) will be removed and are not a part of the scope of this proposal.

Lump Sum      \$24,870.00

**EXCLUSIONS (unless specifically included above):**

- Hazardous & asbestos materials survey, testing, removal and disposal not included above
- Utility disconnects, re-routes, cuts and caps
- Mobilizations in excess of one
- City Demolition permit
- Erosion Control

Rhine Demolition, LLC

Joel D. Simmonds  
President

Page = 495-3097

# Estimate

House Brothers Const. Inc  
 Po Box 1820  
 McCleary Wa 98557

594 W Elma Hicklin Rd McCleary  
 360-495-4156 \* 800-562-4417  
 housebros@centurytel.net

Date	Estimate #
4/14/2014	13-242

Name / Address
City Of McCleary 100 south 3rd Street McCleary WA 98557

Project

Description	Qty	Rate	Total
to Todd Excavation of take down of building excavation, labor time, trucking , bringing in boxes to haul out material and haul in 6 loads of material	1	12,800.00	12,800.00
plus tax, this price is with concrete not having any rebar in it. Sales Tax		8.50%	0.00
<b>Total</b>			<b>\$12,800.00</b>



# Brumfield Construction, Inc.

360-268-9231 office  
360-268-1454 fax

PO Box 1768  
Westport, WA 98595

LICENSED AND BONDED  
BRUMF-CI-114-K4

## PROPOSAL

April 21, 2014

Todd Baun  
City of McCleary  
100 S. 3<sup>rd</sup> Street  
McCleary, WA 98557

RE: Building Demo

Brumfield Construction Inc. proposes to supply the necessary labor, equipment and materials to demo a 1,800 sq. ft. building and a 1,000 sq. ft. covered area. Brumfield Construction will also remove the slab on grade foundations for both structures. Brumfield Construction will fill area with approximately 60 cu.yds of pit run and install approximately 35 l.f. of silt fence.

Lump Sum	\$ 8,957.50
Plus sales tax @ 8.5%	\$ 761.39
	<u>\$ 9,718.89</u>

**\*\*\*NOTE\*\*\***

No Permits.  
No asbestos abatement.

**PAYMENT TERMS**

**Balance Due Upon Completion.** Accounts delinquent after 30 days will be charged 1.5% per month service charge on all past due amounts. Failure to pay as specified and if placed in the hands of an attorney and/or collection account for collection you will be charged reasonable attorney's fees and/or collection costs.

**Note:** This proposal may be withdrawn by us if not accepted within 30 days.

Submitted by:

*Garrett Durward*  
Garrett Durward  
Brumfield Construction Inc.

Accepted by: Date: \_\_\_\_\_

**"WE DIG WASHINGTON"**

**BIRINDELLI, INC.**  
**GENERAL CONTRACTOR**

**Proposal / Contract**

TO: City of McCleary  
100 S. 3<sup>rd</sup> St.  
McCleary, WA 98557  
495-3667

Feb. 17, 2014

This proposal is to provide labor, equipment and dump fees to demolish and remove building (float shed) and concrete in alley between 9<sup>th</sup> and 10<sup>th</sup> Street. This proposal includes leveling lot after removal and 60 yards of pit run gravel to be placed and leveled.

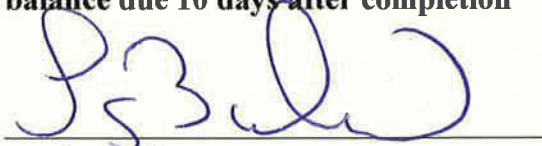
Note: Prevailing wage will be paid where applicable.

Subtotal	\$19,470.00 <b>if paid in 10 days</b>	\$21,470.00 <b>if paid after 10 days</b>
Plus WSST (8.5%)	<u>1,654.95</u>	<u>1,824.95</u>
<b>Total:</b>	<b>\$21,124.95</b>	<b>\$23,294.95</b>

NOTE: All permits, plans, surveying, engineering, and electrical from building to source are the responsibility of the owner.

**TERMS AND CONDITIONS OF AGREEMENT**

1. Owner shall furnish insurance to cover any damage done to the construction project while the contractor is not on the job site.
2. Contractor shall maintain Worker's Compensation insurance on all employees.
3. Contractor shall follow standard construction practices. All work and materials will meet uniform building codes as well as local, county and city building codes.
4. Owner understands and accepts that the concrete slabs will crack beyond the control of the contractor.
5. Owner shall provide electrical power to job site for construction.
6. Owner shall provide sanitary restroom facilities.
7. Any changes must be in writing, and may extend the project completion date.
8. **Payment will be made as follows: balance due 10 days after completion**



Larry Birindelli, General Contractor

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work. Payments will be made as outlined above.

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Authorized Signature

**This proposal is submitted in duplicate. Returning one signed copy to us shall constitute a contract.**



# KD&S Environmental, Inc.

**P.O. Box 312 / 136 First St. So.  
Montesano, WA 98563  
(360) 249-5540 / Fax: (360) 249-3475**

# Proposal

Date	Estimate #
3/5/2014	14-3176

Name / Address
City of McCleary 100 South 3rd Street McCleary, WA 98557

***KD&S Environmental, Inc is a  
Service Disabled Veteran Owned Small  
Business***

KD&S Environmental, Inc. proposes to provide all of the following, as applicable, to properly remove the asbestos and/or other hazardous material or demolition debris to complete the described work.

1. Labor
2. Materials
3. Equipment
4. Notification Fees (asbestos)
5. Landfill Fees
6. Air Monitoring, WISHA

Description	Total
Asbestos Abatement of approx 2668 sf roofing, 191 sf vinyl tile and sheeting, 32 sf CAB at the property known as 721 Simpson, McCleary, WA (Old shop) ****This is a prevailing wage project***	8,603.80 <sup>T</sup>
<b>All items must be removed from room (s) where abatement is to occur. (If Applicable)</b>	

## AUTHORIZATION TO PROCEED

*When signed by KD&S and the customer, this proposal becomes a binding contract. KD&S agrees to satisfactorily perform all of the above described services and customer agrees to pay the charges within 30 days of any statement. Delinquent payments accrue interest at the rate of 18% per annum. Venue of any dispute shall be in Grays Harbor County, Washington and each party waives their right to a jury trial. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees and costs. Each person signing below represents that he/she has the required authority to bind that party to these terms.*

\_\_\_\_\_  
KD&S Environmental, Inc.

\_\_\_\_\_  
Client Signature

KDSENEI951BL

<b>Subtotal</b>	\$8,603.80
<b>Sales Tax (8.4%)</b>	\$722.72
<b>Total</b>	\$9,326.52

## STAFF REPORT

To: Mayor Dent  
From: Todd Baun, Interim Director of Public Works  
Date: April 17, 2014  
Re: 3<sup>rd</sup> Street Improvements Phase I Design

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On April 18<sup>th</sup>, 2014, the city reviewed presentations and conducted interviews of 4 engineering firms to complete our 3<sup>rd</sup> Street Improvements Phase I Design. All had offices in the Olympia/Lacey area. All the firms are highly qualified and more than capable to perform and complete our design. Their presentations and interviews all went well and made it a difficult choice for the reviewers.

The 4 firms that we interviewed were the following:

- HDR
- Gray and Osborne
- Skillings Connolly
- KPFF

Based on our scoring criteria for the interviews and presentations, we all agree that Skillings Connolly would be the most qualified and the best fit for us on this design. We also felt that they had the best Professional and technical expertise to accomplish the 3<sup>rd</sup> Street Improvements Phase I Design.

### **Staff Recommendation:**

Ben Ator, Larry Peterson, Brian Moorehead from WSDOT and I reviewed all of the firms information and based on our rating criteria, we have come to the conclusion that Skillings Connolly would be the firm to enter into contract negotiations with.

### **Action Requested:**

Please allow the city to move forward with Skillings Connolly to the next steps of the process. They will be as follows:

The City and Skillings Connolly will meet to ensure thorough understanding of the scope of work, Skillings Connolly will then submit a proposal and once the proposal is satisfactory to both parties, we can then get an agreement finalized. The design work will then start after the agreement is finalized.

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CITY OF McCLEARY:

\_\_\_\_\_  
D. GARY DENT, Mayor

ATTEST:

\_\_\_\_\_  
WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:  
  
\_\_\_\_\_



DANIEL O. GLENN, City Attorney