



# McCleary City Council

## AGENDA

**May 8, 2013**

### 7:00 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)  
                                  Nick Bird, Director of Public Works (Tab C)  
                                  Staff Reports (Tab D)

Old Business:           Panic Alarm (Tab E)  
                                  Ordinance 796 Clarification (Tab F)

New Business:         Well 2/3 Progress Estimate No. 7 (Tab G)  
                                  2014 STIP (Tab H)  
                                  Fireworks Permit (Tab I)  
                                  Council Vacancy (Discussion)  
                                  Asphalt Patching (Tab J)

Ordinances:

Resolutions:           Public Services (Tab K)  
                                  Designation of Public Records Officer and Designating Fees (Tab L)

Vouchers  
Mayor/Council Comments  
Public Comment  
Executive Session - Settlement  
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.



BEAR FESTIVAL REQUESTS The McCleary Bear Festival submitted a letter of request for the Council to authorize them to operate pony rides and a petting zoo. They also asked for authorization to have a beer garden on City property. Bear Festival sent a member to address the Council and answer any questions. After discussion, the Council and Mayor agreed to the requests with the exception of the beer garden, due to liability issues. There are other locations in the City that could be utilized and Mayor Dent encouraged the Bear Festival to reach out to those property owners to work something out. **It was moved by Councilman Catterlin, seconded by Councilman Reed to authorize the Bear Festival to operate pony rides and a petting zoo during the festival in July and to leave the current Ordinance as is with no amendments for a beer garden. Motion Carried 4-0.**

TRANSFORMER PROCUREMENT **It was moved by Councilman Ator, seconded by Councilman Reed to authorize the procurement of the 4kV transformer from T & R Electric for \$15,000 plus tax, contingent upon Elcon's confirmation recommendation. Motion Carried 4-0.**

CHANGE ORDER NO. 4 Council received a copy of Change Order No. 4 for the demolition and decommissioning of Well No. 1. This was previously brought to Council for authorization, however, the previous cost was shown to be \$9,500, which was in error. The actual bid amount was \$9,875. **It was moved by Councilman Catterlin, seconded by Councilman Ator to authorize Change Order No. 4 for the Well Field Improvement Project as presented. Motion Carried 4-0.**

ORDINANCE NO. 796 PROFESSIONAL CONSULTANTS **It was moved by Councilman Ator, seconded by Councilman Reed to adopt Ordinance No. 796, an ordinance of the City of McCleary adding a new section to chapter 17.40 MMC, Section 17.40.155, consultants fees, and fixing a time when the same shall become effective. Roll Call taken in the affirmative. Ordinance Adopted 4-0.**

ORDINANCE - PARK & CEMETERY AMENDMENT It was moved by Councilman Schiller, seconded by Councilman Ator to table the park and cemetery Ordinance.

RESOLUTION - PUBLIC SERVICES Tabled.

EXECUTIVE SESSION None.

PUBLIC COMMENT None.

APPROVAL OF VOUCHERS Accounts Payable vouchers/checks approved were 36277-36347 including EFT's in the amount of \$186,987.12.

Payroll checks approved were 36042-36142, including EFT's in the amount of \$67,087.27 and 36143-36161, including EFT's in the amount of \$91,381.73.

**It was moved by Councilmen Ator, seconded by Councilman Reed to approve the vouchers. Motion Carried 4-0.**

MEETING ADJOURNED **It was moved by Councilman Catterlin, seconded by Councilman Ator to adjourn the meeting at 8:12 PM. The next meeting will be May 8, 2013 at 7:00 PM. Motion Carried 4-0.**

Mayor Gary Dent: \_\_\_\_\_

Clerk-Treasurer Wendy Collins: \_\_\_\_\_

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: May 3, 2013  
RE: LEGAL ACTIVITIES as of MAY 8, 2013

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. **LeMAY MATTER:** The Mayor, Ms. Collins, and I have met with Mr. Dionne in relation to the disagreements between the City and the Company in relation to the payment of the gross revenue tax and other matters. A potential resolution has been reached. I would request that this matter be discussed in executive session so you will have all of the information which would come out in litigation.

Hopefully, we will be able to resolve this without further proceedings.

2. **MEDICAL CANNABIS DISPENSARY ZONING:** During the regular session the Legislature apparently did not take any action which would eliminate the City's right to implement zoning regulations, including prohibition. Since the current moratorium extension expires just after September 1, if it has not already been done, I would recommend that the Mayor and Council go forward with referring the matter to the Hearing Examiner. It would be helpful if you would give him guidance as to the nature of request for review, total prohibition or allowance in particular zones.

3. **PUBLIC RECORDS RESOLUTION:** In late March, I provided a draft resolution relating to the costs to be paid for copies of public records. I believe it has been reviewed by Ms. Collins and Mr. Bird and no modifications have been requested.

MEMORANDUM - 1

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

As you are aware, when a request for public records is received, the City has the duty to search for and provide the right to review the record without cost to the requesting party. However, if a copy is requested, the cost of the copy may be assessed. The statute indicates the presumptive cost for a printed page is fifteen cents. However, in today's world the format may be tape, dvd, etc. Thus, an update would be appropriate.

In reviewing, you will note the categories and charges for each category. Additionally, it confirms what was indicated in a resolution acknowledged back in 2001, the Clerk-treasurer is the contact person for public records requests for the City. (The Police Departments usually have their own contact person due to the different statutes which apply. However, historically the City's clerk-treasurer has served as such for both.) In any event, I would recommend consideration and adoption.

4. **FIREWORKS STAND PERMIT REQUEST:** This has been a matter which has come before the Council historically for authorization. Of course, any permit is subject to regulation as to conditions of operation implemented by the State Fire Marshall's Office. Normally the permit has included provisions for possession and proof of appropriate insurance and the like. To my knowledge we have had no problems in relation to the operation in the past.

5. **CODE REVIEW:** As we are aware, the ordinances of the City have been adopted over the last 76 years. They were codified in 1989 which makes it somewhat easier to keep track of things. However, there are still elements which are discovered to be in conflict, which we seek to resolve by updating the provisions, or are no longer either needed or able to withstand a legal attack. (See Chapters 5.12 and 5.24 as examples.) What I would like to request is that you authorize your department heads to take a look at the chapters most relevant to their operational process to determine if there is something which is no longer needed, is in conflict with how they do business, or is absent in terms of their actions.

It is not a matter which has to be handled immediately nor do we have to deal with all of the code at once. However, the review will make the Code better. In the interim, I would ask that you consider authorizing me to prepare an ordinance which would repeal Chapters 5.12 and 5.24 unless there is a perceived need for either one.

6. **CONSULTANT RETAINING ORDINANCE:** Last session you adopted this ordinance. As it turns out, the draft which was in your packets was the draft forwarded to the City electronically

in the WordPerfect format while the one I tendered to Ms. Collins was the draft on our system in the Word format. (It is odd but Ms. Erickson, who tries to keep me on task at our office, discovered the differential. They were sent at the same time but apparently when I was drafting them, I saved the updated version but did not save it in the other format which is the normal pattern for us.) While there are no significant differences, Ms. Collins will be providing you with a copy of that final draft to make certain you have no objection to our utilizing the authority contained in the last section of the ordinance as rationalizing such matters.

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

DG/le

## **STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, Director of Public Works  
Date: May 2, 2013  
Re: Current Non-Agenda Activity

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### **Well 2 & 3 Project**

The Motor Control Center is installed and equipment is scheduled to startup beginning May 8. We will start with the pump, then chemical feed equipment, then controls, and end with the treatment system. At this point in time, it is still realistic to see Well No. 2 online the week of May 20. In the near future, we will be putting together a total project cost analysis, based on the factors that are known at this time. I hope to have that presented to you for your review by the next Council Meeting.

### **Ecology Grant/Loan Program**

We have not heard of any new news regarding this program. I am currently waiting for a phone call back from Ecology regarding this subject. I hope to have more information to verbally pass along at the meeting.

### **Seasonal Workers**

We have had the seasonal worker positions advertised for a month or so and have received numerous applications. We are currently in the process of reviewing the applications and hope to have interviews (if necessary) and the selection done in the next couple of weeks with the hope that the individuals can start mid to late May.

### **Snowbird Rate**

Last meeting Council was concerned that the proposed resolution regarding utility service usage would conflict with the snowbird rates. After scouring the existing resolutions, we reviewed the meeting minutes and discovered in the January 12, 2011 minutes that the City discontinued and eliminated the snow bird rate. Please keep in mind that the proposed resolution provides a similar approach, where an individual can turn their services off for up to 6 months without penalty if they were to travel south for the winter.

### **Underground Boring Equipment**

It is common for both the water and power departments to utilize underground boring equipment to push pipe underneath roadways instead of cutting and removing the asphalt to place the pipe. When conducting the underground power replacement on Olin and Luscombe, unfortunately, the head of the boring tool was a casualty of the work, and now rests approximately 14 – 17 feet underneath Luscombe. Rather than open up the intersection incurring significant additional costs due to shoring requirements,

internalized labor costs, and equipment rental as well as the risk that a substantial portion of the intersection would need to be replaced, we elected to leave the head in the ground. When you are conducting small diameter bores, this is relatively common. We have been fortunate enough to maintain this head for over 6 years, so it has lived a very useful life. Unfortunately, we will need to acquire a replacement bore head.

The materials procurement bid limit, as identified by RCW 35.23.352(6), is \$7,500. When we originally purchased the head, the cost was approximately \$6,000. We anticipate that purchasing the replacement head will be close to the bid limit, but we have not received any estimates yet. Once we have an estimate and a course planned will present the proposed approach to Council for consideration.

### **3<sup>rd</sup> Street Improvements Phase I**

The Local Agency Agreement (LAA) and Project Prospectus Package was submitted to WSDOT earlier this week. Minor revisions were required by WSDOT, but these revisions are not intended to impact the total funding package. At this time, the project package is under review at the state level. Once the region and headquarters gives their blessing, it will be passed on to the Federal Highway Administration for their approval. After the prospectus package and LAA is executed, then we will be able to proceed with selecting the design firm, as required by the Local Agency Guidelines (LAG) manual.

Additionally, you are aware that the City is responsible for the local match, which is approximately \$38,000. I believe the original impression was that the entire amount needed to be provided from the Street Fund. I will be working on an analysis to demonstrate power, water, and stormwater's contribution to this number as well, as improvements for these utilities will also be made during the project. As such, in the event improvements are made for the funds, it does not seem prudent to have another fund shoulder the entire fiscal burden of the project.

### **Bear Festival Fun Run**

Chief Crumb and I met with Kari Sample regarding the Bear Festival Fun Run this week. The routes and traffic control have been planned. Only minor details (garbage, etc.) are left to iron out regarding the Fun Run.

### **Simpson Door Conservation Plan**

We have recently met with Simpson Door regarding their energy consumption. They are actively entertaining ideas on how to increase productivity while decreasing energy consumption. To facilitate this process, Cascade Energy, through BPA will be working with the City and Simpson Door to implement a "Track and Tune" program to determine where Simpson is using energy and cost effective operational changes to minimize energy consumption. This will be completed at no cost to the City and Simpson Door. Once the Scoping Analysis is completed, we will have a better idea of how we can



contribute to this activity. An agreement between Simpson Door and the City will be required to facilitate this process. Since an agreement will be required, it will ultimately end up on your desk.

### **County Chip Seal Program**

We have recently discussed with the County the possibility of utilizing them for some minor chip seal work this summer. Due to staff reductions, they will be hard pressed to complete more than 0.25 to 0.50 lane miles for local agencies. We are still trying to coordinate with the staff completing the work to ensure that they have the ability to schedule us in. County Engineer Russ Esses indicated that the average cost is about \$30,000 per lane mile. We had discussed a while back about having the County assist with the well entrance, which is approximately 0.1 miles. We estimate that chip sealing the well entrance can be completed for approximately \$4,000 - \$4,500.

### **Summer Schedule**

We touched on this topic earlier in the year, however it is fast approaching. This is just a reminder, presuming the Council still chooses to implement this schedule, the only meetings over the summer will occur on June 26, July 24, and August 28.

# STAFF REPORT

To: Mayor Dent  
From: Colin Mercer  
Date: May 1, 2013  
Re: April Building Department

## Activities

- Submit copies of permits issued to Grays Harbor County Assessor's Office.
- McCleary School playshed is in the finishing stages.
- The Beehive Harmony House is in the framing and rough in stage.
- High Definition Homes 1562 N. 5<sup>th</sup> St. Certificate of Occupancy issued.
- The owner of a vacant lot on Mommsen plans on preparing the lot to build a home.

## Nuisance Issues in Progress

- The property at 129 S 6<sup>th</sup> is being worked on by the property to owner.

## Comments:

Several conservation projects have been closed out and are ready to be invoiced to BPA. One heat pump installation is close to completion.

## **Building Department Activity**

<b>ACTIVITY</b>	<b>MONTHLY TOTALS</b>	<b>YEAR TO DATE TOTALS</b>	<b>ACTIVITY EXPLANATION</b>
Customer Service	53	223	Answer building department related questions in person or by phone, meeting with potential applicants.
Building Permits Issued	3	11	Remodels, new construction & additions, both residential and commercial.
Plan Reviews Performed	4	7	Reviewing plans for building code and municipal code compliance.
Inspections Performed	14	65	Field inspections, writing of corrections or approving work.
Finals or Certificates of Occupancies	1	2	Performing of the final inspection & issuing of certificate of occupancy allowing use of the structure.
Complaints Received	1	3	Investigate and address citizen or staff reported issues, obtain resolution or acceptable compromise.
Nuisance Letters Sent	2	13	Formal notice from the City informing citizens of violations and providing expectation of the City for compliance.
Lemay's Garbage Letters Sent	0	16	Formal notice from City after notification from Lemay that service has been stopped.
Building Department Revenue	\$1308.74	\$2940.58	Funds generated by the Building Department from permits, inspections, reviews etc.

## **Conservation Program**

<b>Month</b>	<b>Applications Received</b>	<b>Conservation Permits Issued</b>	<b>Rebates Paid This Month</b>	<b>Total Rebates Paid To Date</b>
March	3	3	\$1,500.00	\$9,155.70
April	3	3	\$6,988.74	\$16,144.44

## **Lemay's Garbage Compliance**

<b>Number of letters sent to Tenants</b>	<b>Number of letters sent to Owners</b>	<b>Second notices sent to Tenants</b>	<b>Second notices sent to Owners</b>
0	0	0	0
<b>Active Accounts</b>	<b>Pending</b>	<b>Stopped Service</b>	<b>Un-Occupied</b>
98	0	17	19

## STAFF REPORT

To: Mayor Dent  
From: Paul Nott, Light & Power  
Date: May 1, 2013  
Re: March/April Report

	<b>Monthly Statistics;</b>	<b>YTD Totals;</b>
<b>New Services;</b>	<b>2</b>	<b>3</b>
<b>System Outages;</b>	<b>1</b>	<b>3</b>
<b>Pole Replacements;</b>	<b>3</b>	<b>3</b>
<b>Maintenance Work Orders;</b>	<b>5</b>	<b>8</b>
<b>Billable Work Orders;</b>	<b>2</b>	<b>4</b>

The last two months have consisted of two new services, one underground fault, three pole change outs and five maintenance work orders.

The Light and Power crew completed the re-conductor from 9<sup>th</sup> and Simpson to the bridge. We will be proceeding the rest of the way to the west exit after we complete the other projects that we are currently working on.

Currently, we are in the process of replacing the underground primary on Olin and Luscombe. We intend to have that job wrapped up next week.

New construction projects are appearing to pick up with the increase of estimate requests.

As always if anyone has any questions feel free to contact us...

**Staff Report**

**To: Mayor Dent**  
**From: George M. Crumb, Chief of Police**  
**Date: May 3, 2013.**  
**RE: For May 8, 2013 Council Meeting**

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**SUMMARY OF POLICE INCIDENTS / ACTIVITIES:**

The below listed information are calls or contacts received by McCleary Police Officers either generated by Grays Harbor County dispatch 911 service, citizen reports, call in, contacts, or other officer generated incidents:

\*796 incident histories reported as of time of this report.

- Speeding
- DWLS
- Speeding in School Zone
- Burglary
- Fire Response's
- Disorderly Conduct/Obstructing
- Traffic Stop's (from 020713)
- Harassment
- Weapons Offense
- Agency Assist's (& Public Works x3)
- Drug Incidents (1 OD)
- Animal Complaints
- Curfew Violations
- Traffic Hazard Reports
- Welfare Checks
- Trespass (Criminal)
- Suspicious Person/Vehicle
- Police Information or Referrals
- Alcohol Offense
- Suicide Attempt
- Traffic Offense/Reckless
- Found/Lost Property Reports
- Motorist Assist/Citizen Assist
- Theft Reports
- Death, report
- Juvenile Problems/Run-a-way/missing
- Malicious Mischief
- Warrant Arrests/Search Warrant
- 911 Open Line or Hang Up
- Domestic Violence
- Citizen dispute/Civil
- D.U.I.
- Audible Alarm
- Subject Stop
- Traffic Accident
- Noise Complaints
- Fraud
- Sex Offense
- Parking Complaint
- Fraud

**Discussion:** Open:

Council Members Present: ALL.... Mr. Ator, Mr. Reed, Mr. Caterlin, Mr. Lant,  
Mr.Shiller.

Mayor Dent: Present / Not Present \_\_\_\_\_

Officer Reporting: Chief Crumb \_\_\_\_\_

## STAFF REPORT

To: Mayor Dent  
From: Todd Baun, Public Facilities Manager  
Date: May 2, 2013  
Re: March Report

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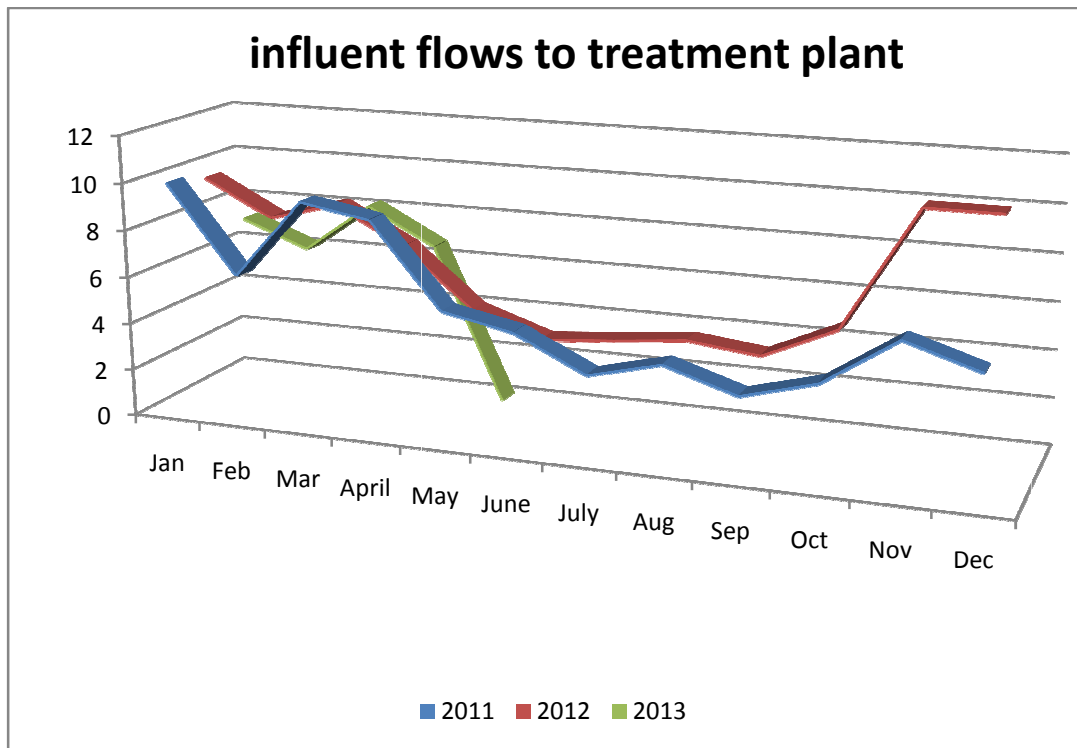
The following items are the highlights of what I have been working on during the past month.

- I still have received no contact from Mr. and Mrs. Gravatt on the storm water issue affecting their property located at 311 W. Simpson Ave. We are in a holding pattern until we receive the legal documents that have been given to them by the city.
- The crew is still filling in many potholes throughout the City.
- We are continuing our maintenance of our equipment and vehicles.
- We have been mowing the parks, cemetery and community center.
- Hydrant flushing went well during the week of April 15<sup>th</sup>. We flushed a little over 688,000 gallon of “stinky” water from our system.
- We have been helping the contractor at the well project. We had a short system shutdown to cap Well #1 from our system.
- We have tapped a new 2” water service to the Beehive.
- We are still grading and placing rock on some shoulders in town.
- I had Lakeside come in and give estimates to repair several areas that need patching.
- City wide clean up went well on April 27<sup>th</sup>. A lot of citizens took advantage of the clean up. We were busy from 8 am until 2 pm with a steady stream of citizens coming in.
- The court room had a leak in it that got the carpet and padding wet. We have tore up the padding and fixed the leak that was coming from the outside. The court will be completed and ready for court on Friday, May 10<sup>th</sup>.
- And as always, we are trying to keep up on all our routine and daily maintenance of the parks, cemetery, streets, water, sewer, storm and buildings.

If you have any questions, don't be afraid to ask. If you see something that needs attention or have any ideas that you would like me to pursue, my door is always open, so please come and talk to me.

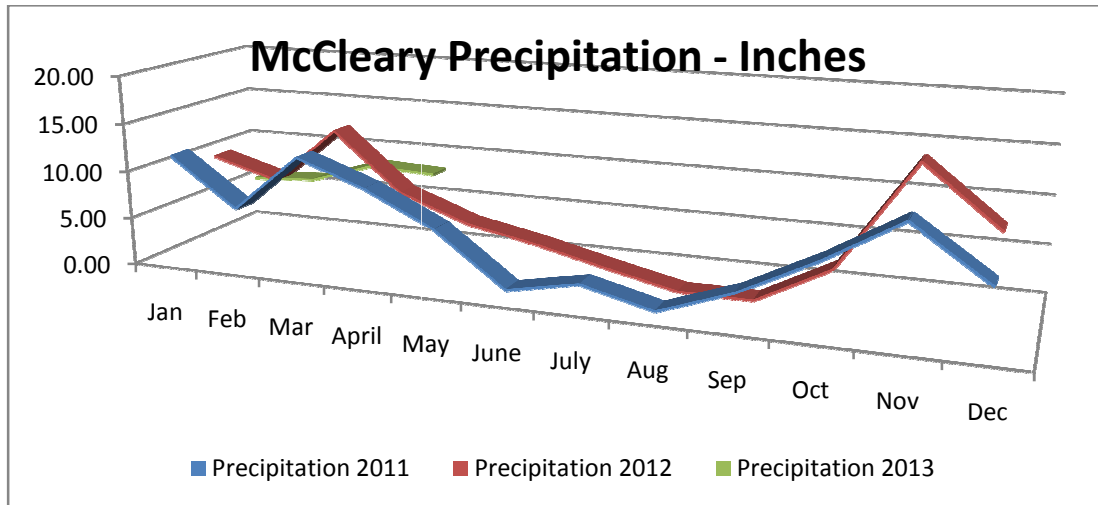
## Staff Report from Water and Wastewater Departments

Overall with the improving weather we are seeing great improvement in operations at the Wastewater Treatment Plant.



As you can see with the decreasing rainfall, as we see in the previous years the inflows to the treatment plant have fallen off.

Compared to January to end of April of 2012 we have received 10 inches less rain this year than we did last year.



Training begins next week on the new Water Treatment plant. I believe all of us are looking forward to putting Well #2 online and enjoying the benefits of the new treatment plant



## STAFF REPORT

To: Mayor Dent  
From: Colin Mercer Webmaster  
Date: May 1, 2013  
Re: April Website & Help Desk

### Re-Occurring Website Activities

- Council Agenda/Packet posted online.
- Council Minutes posted online.

### New Website Activity

- Post information about Spring Clean up and remove after the event.

### Additional Tasks

- Coordinate ordering of Council I-Pads and set up of wireless network with Adnets.
- Coordinate proposals for new panic alarm system for the front office.

### Help Desk Activity

Month	Number of Incidents Reported	Staff Reported / Closed / Open	Citizen Reported / Closed / Open
January	5	5 / 1 / 26	0 / 0 / 13
February	15	5 / 11 / 20	10 / 7 / 16
March	4	2 / 2 / 20	2 / 8 / 10
April	12	8 / 0 / 28	4 / 2 / 12

### Website Comments:

First Name: Robert

Last Name: LaCount

Comments: I want to thank the officer that went out of his way to help us when we ran out of gas on our bike in the dark. He was respectful, polite and very helpful. He went out of his way to make sure we were safe. Thank You very much.

**Website Traffic      April 1, 2013 through April 30, 2013 (Top visited pages shown only)**

<b>Section</b>	<b>Page Views</b>	<b>Percent of Total</b>
<a href="#">Default Home Page</a>	3142	32.74%
<a href="#">Events Calendar</a>	610	6.36%
<a href="#">City Jobs</a>	579	6.03%
<a href="#">Agendas and Minutes</a>	496	5.17%
<a href="#">Utilities</a>	310	3.23%
<a href="#">Conservation Program</a>	305	3.18%
<a href="#">City Departments</a>	282	2.94%
<a href="#">Mayor and Council</a>	212	2.21%
<a href="#">Police</a>	175	1.82%
<a href="#">Public Facilities</a>	143	1.49%
<a href="#">Search Results</a>	142	1.48%
<a href="#">Administration</a>	127	1.32%
<a href="#">Planning Department</a>	123	1.28%
<a href="#">Water / Wastewater</a>	118	1.23%
<a href="#">Bear Festival</a>	114	1.19%
<a href="#">Conservation Data Page</a>	106	1.1%
<a href="#">Fire</a>	101	1.05%
<a href="#">FAQ's Page</a>	101	1.05%
<a href="#">Municipal Code</a>	93	0.97%
<a href="#">Helpful Links</a>	86	0.9%
<a href="#">Light &amp; Power</a>	84	0.88%
<a href="#">2008-13 Budget</a>	81	0.84%
<a href="#">Development Services / Building</a>	78	0.81%
<a href="#">Previous Years Council Minutes</a>	75	0.78%
<a href="#">City Photos</a>	74	0.77%
<a href="#">Code, Ordinances &amp; Standards</a>	70	0.73%
<a href="#">Chamber of Commerce</a>	67	0.7%
<a href="#">Municipal Court</a>	59	0.61%
<a href="#">Tell Us What You Think!</a>	54	0.56%
<a href="#">Home Page</a>	51	0.53%
<a href="#">Interlocal Agreements</a>	45	0.47%
<a href="#">Flood Photos 2009</a>	43	0.45%
<a href="#">Bear Festival Photos</a>	36	0.38%
<a href="#">Previous Years Council Agendas</a>	35	0.36%
<a href="#">65th Anniversary Photos</a>	24	0.25%
<a href="#">Christmas Photos 2007</a>	24	0.25%
<a href="#">City Staff</a>	20	0.21%
<a href="#">Article III Theft and Possession of Stolen Property</a>	20	0.21%
<a href="#">9.34 Firearms, Dangerous Weapons, Explosives, and Hazardous Waste</a>	18	0.19%

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: May 2, 2013  
Re: Panic Alarm

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Staff has reviewed the three proposals for the front office staff and court clerk. The primary focus of the review was equipment costs, installation costs and requirements, and monthly monitoring costs.

Sound Guard Security Systems out of Olympia provided the lowest initial cost and the second lowest monthly monitoring fee. They were not capable of providing wrist watch type activation units as was originally requested, but the users have indicated that they will accept the substitute provided.

The total project cost includes the installation of dedicated electrical and dedicated phone outlets on the wall adjacent to the phone equipment in Wendy's Office, and labor to clean up the cabling on this wall to accommodate the additional equipment.

The estimated total project cost for the installation is \$1,955.54 plus a \$70.18 per month for monitoring and the dedicated phone line.

At this time, we are still working with Sound Guard to determine if the fax machine's telephone line will be sufficient in lieu of a dedicated phone line.

**Staff Recommendation:**

As has been previously indicated, staff is concerned that personal safety can be easily compromised.

**Action Requested:**

At the time this report was prepared, the attached agreement is currently under legal review. Please consider authorizing the City to execute the attached agreement pursuant to his recommendations.

# City Hall Alarm Project

	<b>Monitoring</b>	<b>Installation</b>
<b>Allied Fire &amp; Security</b>		
8 zone control panel	<b>\$30.00</b>	<b>\$1,675.93</b>
Keypad		
Transmitter switch		
4 bracelet panic buttons		
training		
per quote.		
<b>Hometown Electric</b>		<b>\$790.00</b>
Quote to provide dedicated 120VAC receptical next to alarm equipment on back wall of Wendy's Office.		
<b>Century Link</b>	<b>\$41.18</b>	<b>\$190.00</b>
Trip charge and 2 hours of labor to install dedicated phone line for system. (If required)		
<b>Adnets</b>		<b>\$270.00</b>
IT Work required to clean up back wall of Wendy's Office		
<b>City Crew</b>		<b>\$0.00</b>
Fire Rated Plywood not required per email		
Alarm Monthly total	<b>\$71.18</b>	
	Subtotal	<b>\$2,925.93</b>
	Sales Tax 8.4%	<b>\$245.78</b>
<b>Estimated total project cost</b>		<b>\$3,171.71</b>

<b>Pioneer Fire &amp; Security</b>	<b>Monitoring</b>	<b>Installation</b>
8 zone control panel	<b>\$21.00</b>	<b>\$790.00</b>
Keypad		
4 remote panic buttons		
1 fixed panic button at the front counter.		
<b>Hometown Electric</b>		<b>\$790.00</b>
Quote to provide dedicated 120VAC receptical next to alarm equipment on back wall of Wendy's Office.		
<b>Century Link</b>	<b>\$41.18</b>	<b>\$190.00</b>
Trip charge and 2 hours of labor to install dedicated phone line for system. (If required)		
<b>Adnets</b>		<b>\$270.00</b>
IT Work required to clean up back wall of Wendy's Office		
<b>City Crew</b>		<b>\$0.00</b>
Fire Rated Plywood not required per email		
Alarm Monthly total	<b>\$62.18</b>	
	Subtotal	<b>\$2,040.00</b>
	Sales Tax 8.4%	171.36
		<b>\$2,211.36</b>

<b>Sound Guard</b>	<b>Monitoring</b>	<b>Installation</b>
8 zone control panel	<b>\$29.00</b>	<b>\$554.00</b>
Keypad		
4 remote panic buttons		
1 fixed panic button at the front counter.		
<b>Hometown Electric</b>		<b>\$790.00</b>
Quote to provide dedicated 120VAC receptical next to alarm equipment on back wall of Wendy's Office.		
<b>Century Link</b>	<b>\$41.18</b>	<b>\$190.00</b>
Trip charge and 2 hours of labor to install dedicated phone line for system. (If required)		
<b>Adnets</b>		<b>\$270.00</b>
IT Work required to clean up back wall of Wendy's Office		
<b>City Crew</b>		<b>\$0.00</b>
Fire Rated Plywood not required per email		
Alarm Monthly total	<b>\$70.18</b>	
	Subtotal	<b>\$1,804.00</b>
	Sales Tax 8.4%	151.536
		<b>\$1,955.54</b>

# SOUND GUARD

## SECURITY SYSTEMS, INC.

### Installation & Monitoring Agreement

OFFICE(360) 357-6014  
 FAX (360) 754-9677  
 P.O.BOX 2444  
 OLYMPIA, WA  
 98507

Bill To: City of McCleary Installation Address: 100 S. 3rd Street  
McCleary WA 98557

"Subscriber" Date: 04-30-13

TYPE OF ALARM: BURGLARY \_\_\_ FIRE \_\_\_ HOLDUP  CCTV \_\_\_ CARD ACCESS \_\_\_ OTHER \_\_\_

TYPE OF AGREEMENT: SALE \_\_\_ LEASE OPTION \_\_\_ SOUND GUARD OWNED \_\_\_

DESCRIPTION

Install Panic Alarm

Connect Hold up Monitoring Service

The subscriber understands that a digital communicator installed under this Agreement uses a telephone line as the transmission mode for sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Subscriber also understands that Sound Guard does not receive signals when transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged.

Alarm signal to be received by: \_\_\_\_\_ Supervised Openings and Closings \_\_\_\_\_ Maintenance \_\_\_\_\_  
 \_\_\_ Local System only \_\_\_ Multiplex line \_\_\_ (included) \_\_\_ (not included) \_\_\_ (included) \_\_\_ (not included) \_\_\_  
 Digital communicator \_\_\_ Cellemetry Twenty nine

In addition, Subscriber to pay 50% of the purchase and/or installation amount shown above upon execution of this agreement and the balance upon completion of installation. In addition Subscriber agrees to pay a service charge to Sound Guard in the sum of 29 Dollars (\$ 29 monthly, quarterly; semiannually; payable to Sound Guard in advance for a period of three years effective from the date that service is operative under this agreement. After three years, this agreement shall be automatically renewable annually unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. The Subscriber further agrees to pay Sound Guard for each such period embraced within the term of this agreement, which amount shall be paid in advanced on the first day of each such period, without grace. In event of termination prior to the end of the contract term, the Subscriber agrees to pay in addition to any charges for services rendered prior to termination, 50% of the service charge

The Subscriber agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body, relating to the installment or service provided under this Agreement and to pay any increase in charges to Sound Guard for facilities required for transmission of signals under this Agreement. In the event Sound Guard's representative is sent to the Subscriber's premises in response to a service call or alarm signal caused by the Subscriber improperly following operating instructions or, failing to close or properly secure a window, door or other protected point, or improperly adjusting monitors or accessory components, there shall be a service charge to the Subscriber.

Failure to pay amounts when due shall give Sound Guard in addition to any other remedies, the right to charge interest at the highest legal rate on any past due amounts. Sound Guard shall be entitled to reasonable attorney fees & costs, laws of Washington to prevail & venue.

Any installation charge quoted in the agreement is based on Sound Guard performing the installation with its personnel. If for any reason this installation must be performed by outside contractors, said installation charge will be subject to revision.

**SUBSCRIBER ACCEPTANCE**

In accepting this Agreement, Subscriber agrees to the terms and conditions contained herein. If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become invalid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. Any charges in the systems requested by the Subscriber after the execution of this agreement shall be paid for by the Subscriber and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE WARRANTY OF LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

SUBSCRIBER: \_\_\_\_\_ SOUND GUARD: [Signature]  
 BY: \_\_\_\_\_ BY: [Signature]  
 TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: Pres DATE: 04-30-13

**PERSONAL GUARANTEE:**  
 The undersigned hereby unconditionally guarantee, jointly and serially, to Sound Guard, its successors and assigns, the full and prompt payment of all other sums payable to Subscriber and performance under the forgoing agreement.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

A. SIGNAL RECEIVING AND NOTIFICATION SERVICE shall be provided by Sound Guard if this agreement includes a charge for Signal Receiving and Notification Service and in the event an alarm signal registers at Sound Guard's central station, shall make a reasonable effort to notify the appropriate Police or Fire Department and the designated representative of the Subscriber. In the event a supervisory signal or trouble signal registers at Sound Guard Central Station, Sound Guard shall endeavor to notify promptly the designated representative of the subscriber.

IF CONNECTION TO THE SOUND GUARD CENTRAL STATION IS TO BE BY DIGITAL COMMUNICATOR, THE SUBSCRIBER AGREES TO PROVIDE A CONNECTION VIA A REGISTERED TELEPHONE JACK TO A TELEPHONE CHANNEL REQUIRED BY SOUND GUARD EQUIPMENT, SUCH CONNECTION SHALL BE ELECTRICALLY FIRST BEFORE ANY OTHER TELEPHONE OR SUBSCRIBER EQUIPMENT, AND BE WITHIN 5 FEET OF THE SOUND GUARD EQUIPMENT. IF REQUESTED BY SUBSCRIBER SOUND GUARD SHALL PROVIDE SUCH A CONNECTION AT THE COST OF THE SUBSCRIBER. IT IS FURTHER AGREED THAT THIS TELEPHONE SERVICE MAY IMPACT LINE CUT RISKS.

It is mutually agreed that the Subscriber assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or connecting the alarm sounding and/or transmitting equipment at Subscriber's premises. The Subscriber represents that any vault to be protected by Sound Guard hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriter's Laboratories, Inc. The Subscriber agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Schedule of Protection prior to setting the alarm system for closed periods, according to procedures by Sound Guard, and to notify Sound Guard in the event that such equipment fails to respond to the test.

B. Warranty: If direct sale is indicated in this Agreement, any part of the system, including the wiring installed under this Agreement which proves to be defective in material or workmanship within three hundred sixty-five (365) days of the date of completion of installation will be repaired or replaced at Sound Guard's option with a new or functionally operative part. Labor and material required to repair or replace such defective components will be free of charge for a period of three hundred sixty-five (365) days following the completion of the original installation.

This warranty does not apply to the conditions listed below and in the event Subscriber calls Sound Guard for service under the warranty and upon inspection by Sound Guard's service representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions" not covered by Warranty, a charge will be made for such work at Sound Guard then applicable rates for labor and material. Service will be furnished by Sound Guard during its normal working hours. Conditions NOT covered by Warranty: A) Damage resulting from accidents, acts of God, alteration, tampering or abuse. B) Failure of Customer to properly follow operating instructions provided by Sound Guard at time of installation or a later date. C) Adjustments necessitated by misalignment of CCTV camera, improper adjustment of monitor brightness and contrast cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the areas being viewed by the camera(s). D) Trouble due to interruption of commercial power or to the phone service.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR A PARTICULAR PURPOSE. THE SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING SOUND GUARD NEGLIGENCE, SHALL BE REPAIRED OR REPLACED AS SPECIFIED ABOVE. SOUND GUARD SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY SOUND GUARD OR NEGLIGENCE OF SOUND GUARD OR OTHERWISE.

C. MAINTENANCE: if this agreement indicates that service is being provided, Sound Guard will inspect and test the system, and bear the expenses of all ordinary maintenance and repair of said system due to normal wear and tear. The expense of all extraordinary maintenance and repair due to alterations in the Subscriber's premises, alterations of the system made at the request of the Subscriber, or made necessary by changes in the Subscriber's premises, damage to the premises or the alarm system, or to any causes beyond the control of Sound Guard, shall be borne by the Subscriber. The Subscriber agrees to furnish any necessary electric current through the Subscriber's meter and at the Subscriber's own expense with an outlet within 5 feet to the Sound Guard Control Panel. It is mutually agreed that the work of installation and Sound Guard periodic inspections, repairs and test of the system shall be performed between 8:00 am and 5:00 pm, exclusive of Saturdays, Sundays and Holidays. It is understood and agreed that Sound Guard's obligation relates to the maintenance solely of the specific protection system, and that Sound Guard is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices of the Subscriber or of others not installed by Sound Guard. If not contracted for before the expiration of the warranty, Sound Guard will enter into a Maintenance Service Contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Subscriber for labor and/or material at Sound Guard's then prevailing rates.

D. IT IS UNDERSTOOD THAT SOUND GUARD IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE SUBSCRIBER AND THAT THE AMOUNTS PAYABLE TO SOUND GUARD HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN THE SUBSCRIBER'S PREMISES. SOUND GUARD MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNATED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THAT ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM THE FAILURE ON THE PART OF SOUND GUARD TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE SUBSCRIBER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF SOUND GUARD AND AGREES THAT SOUND GUARD SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OF SYSTEM IS DESIGNED TO DETECT OR AVERT. THAT IF SOUND GUARD SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$250.00, WHICHEVER IS GREATER. AS RESPECT, ITS LIABILITY SHALL BE LIMITED TO ASSUME EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$250.00, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES, AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE ACTIVE OR OTHERWISE, OF SOUND GUARD, ITS AGENT OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SOUND GUARD MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION, THEREFORE IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF ALL AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED SOUND GUARD COMPANIES. IF THE SUBSCRIBER DESIRES SOUND GUARD TO ASSUME A GREATER LIABILITY, SOUND GUARD SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE SUBSCRIBER FOR THE ASSUMPTION OF SOUND GUARD OF SUCH GREATER LIABILITY PROVIDED. HOWEVER, THAT SUCH A RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD SOUND GUARD AS AN INSURER. IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST SOUND GUARD FOR FAILURE TO ITS EQUIPMENT OR SERVICE IN ANY RESPECT, SUBSCRIBER AGREES TO IDENTIFY, DEFEND AND HOLD SOUND GUARD HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES. IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THAT DEPARTMENT OR OTHER ORGANIZATION MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIMS BY THE SUBSCRIBER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

E. IF CCTV EQUIPMENT IS INVOLVED, Subscriber will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide the 110 AC power supply where required as well as shelf or desk space for monitors.

F. A DIRECT CONNECTION to the Municipal Police, Fire Department or other agency shown shall be provided if this Agreement provides for such direct connection service. It is mutually understood and agreed that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other location and that the personnel of such municipal Police and/or Fire Departments or other locations are Not the agents of Sound Guard nor does Sound Guard assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

G. CANCELLATION: If Central Station or Direct Connection is furnished, this Agreement may be terminated at option of Sound Guard if Sound Guard Central Station is Substantially damaged by fire or catastrophe, or if Sound Guard is unable to have connections or privileges necessary to transmit signals between the Subscriber's premises, Sound Guard Central Station or the Municipal Fire or Police Department or other agency and Sound Guard shall not be liable for any damages subject to any penalty as a result of such termination.

It is understood and agreed that this Agreement may be terminated by Sound Guard in the event that the Subscriber fails to follow any recommendations Sound Guard may make for the repair or replacement of defective part of his system not covered under Warranty or Maintenance Service Contract or in the event that the Subscriber's failure to follow the operating instructions provided by Sound Guard results in an undue number of false alarms or if the premises in which the system are installed are so modified or altered after installation as to render continuation of service impractical.

H. ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT OR FOR INTERRUPTION OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRE, ACTS OF GOD OR ANY CAUSED BEYOND THE CONTROL OF SOUND GUARD, AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE SUBSCRIBER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSES SHALL CONTINUE.

I. ASSIGNEES AND/OR SUBCONTRACTORS OF COMPANY. Sound Guard shall have the right to assign this agreement in whole or part to any other person, firm or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response or other services which it may perform. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to Sound Guards maximum liability, and third party indemnification, shall inure to the benefit of and are applicable to any assignees and or subcontractors of Sound Guard, and that they bind Subscriber with respect to said assignee and/or subcontractors with the same force and effect as they bind Subscriber to Sound Guard.

J. IF ANY OF THE provisions in this agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

K. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE SUBSCRIBER AND SOUND GUARD, IN EXECUTING THIS AGREEMENT SUBSCRIBER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF SOUND GUARD. SUBSCRIBER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESSED OR IMPLIED, NOT INCLUDING IN WRITING THIS AGREEMENT SHALL NOT BE BINDING ON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATIONS OR QUALIFICATION. EXCEPT AS SPECIFICALLY MODIFIED IN WRITING. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY THE SUBSCRIBER.



ORDINANCE NO. 796

AN ORDINANCE OF THE CITY OF McCLEARY, WASHINGTON, ADDING A NEW SECTION TO CHAPTER 17.40 MMC, SECTION 17.40.155, CONSULTANTS' FEES, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

R E C I T A L S :

1. The City's land use fees are based upon the City's analysis of the typical actual costs incurred to process permits and development applications.

2. From time to time large scale developments may be proposed for the City which exceed the capability of existing staff to handle and require the retention of consultants and other professional experts to assist staff.

3. The City wishes to provide a process for payment and deposit by applicants of the anticipated costs in advance in order that each developer pay its full and fair cost of processing its development application.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION I: There shall be added to Chapter 17.40, MMC a new section 17.40.155, Consultant's Fees, to read as follows:

**17.40.155 Consultant's Fees:** In addition to the fees imposed pursuant to Section 17.40.155 and the fee schedule

ORDINANCE - 1  
4/5/13  
DG/1e

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

adopted pursuant thereto by Resolution No. 638, as the same now exists or is hereafter amended, the applicant for any permit or development activity set forth in the fee schedule shall reimburse the City for the costs of professional consultants hired by the City to process and/or review and inspect the applicant's proposal when the City is unable to do so with existing in-house staff. These professional services may include, but shall not be limited to, engineering, traffic engineering, legal, financial and accounting, soils, mechanical and structural engineering, and electrical engineering. The City may require the applicant to deposit an amount with the City to cover the anticipated costs of retaining professional consultants: PROVIDED, HOWEVER, that the Mayor has approved retaining the professional consultants.

SECTION II: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

**ORDINANCE - 2**  
**4/5/13**  
DG/1e

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

SECTION III: This Ordinance shall take effect upon the fifth day following date of publication.

SECTION IV: Corrections by the Clerk-treasurer or Code Reviser. Upon approval of the Mayor and City Attorney, the Clerk-treasurer and the Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors, references to other local, state, or federal laws, codes, rules, or regulations, or ordinance number and section/subsection numbering.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, by the City Council of the City of McCleary, and signed in approval therewith this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF McCLEARY:

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ORDINANCE - 3**  
**4/5/13**  
DG/le

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



FILED FOR RECORD AT REQUEST OF:

REFERENCE NUMBER OF RELATED DOCUMENT:  
GRANTOR(S):  
GRANTEE(S):  
ABBREVIATED LEGAL DESCRIPTION:  
ASSESSOR'S TAX PARCEL NUMBER(S):

**NOTIFICATION OF CONDITION TO PROVISION OF UTILITIES**

Notice is hereby given by the City of McCleary that the real property described upon Exhibit Number 1, has been provided utilities by the City of McCleary subject to compliance with certain terms and conditions. One of those conditions is the agreement to annex upon request by the City. The Agreement and its terms and conditions are binding upon the party executing the agreement and that party's successors and assigns.

For further information contact the office of the City Clerk-Treasurer.

CITY OF McCLEARY:

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

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

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: May 2, 2013  
Re: Well 2/3 Progress Estimate No. 7

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Attached you will find a copy of Progress Estimate No. 7 for the Wellfield Improvements Project. Included with this Progress Estimate is a summary of work performed during the progress estimate time period.

**Action Requested:**

Please authorize payment of Progress Estimate No. 7 to Award Construction in the amount of \$35,288.35 and deposit \$1,706.40 into the retainage account.

  
**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS

April 30, 2013

Mr. Nick Bird, P.E.  
City of McCleary  
100 South Third Street  
McCleary, Washington 98557

SUBJECT: PROGRESS ESTIMATE NO. 7, WELL FIELD IMPROVEMENTS  
PROJECT  
CITY OF MCCLEARY, GRAYS HARBOR COUNTY, WASHINGTON  
G&O #11551.01

Dear Mr. Bird:


We have enclosed two copies of Progress Estimate No. 7 for this project. Also enclosed is a summary of the work performed to date. The total amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$35,288.35	\$1,706.40	\$49,311.76

Please call the undersigned if you have any questions or concerns regarding this matter.

Very truly yours,

GRAY & OSBORNE, INC.

  
Joe Plahuta, P.E.

JP/sp  
Encl.

cc: Mr. Todd Vasey, Award Construction, Inc.

**PROGRESS ESTIMATE NO. 7**

APRIL 30, 2013

CITY OF MCCLEARY  
GRAYS HARBOR COUNTY  
WASHINGTON

PROGRESS ESTIMATE PERIOD  
MARCH 1, 2013 TO APRIL 30, 2013

PROJECT:  
CITY OF MCCLEARY  
WELLFIELD IMPROVEMENTS  
G&O JOB NUMBER #11551.01

CONTRACTOR:  
AWARD CONSTRUCTION, INC.  
980 WILLEYS LAKE ROAD  
FERNDAL, WA 98248

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
					TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	
1	Mobilization, Cleanup and Demobilization	1	LS	\$60,000.00	75.00%	0.00%	\$45,000.00	\$0.00	75%
2	Minor Changes	1	CALC	\$5,000.00	75.10%	0.00%	\$3,755.00	\$0.00	75%
3	Demolition	1	LS	\$13,500.00	80.00%	0.00%	\$10,800.00	\$0.00	80%
4	Locate Existing Utilities	8	EA	\$300.00	9	0	\$2,700.00	\$0.00	113%
5	Trench Excavation Safety System	1	LS	\$80.00	100.00%	0.00%	\$80.00	\$0.00	100%
6	Excavation, Backfill, Compaction and Grading	1	LS	\$11,600.00	95.00%	0.00%	\$11,020.00	\$0.00	95%
7	Special Excavation of Unsuitable Material	25	CY	\$65.00	0	0	\$0.00	\$0.00	0%
8	Erosion Control	1	LS	\$15,000.00	90.00%	0.00%	\$13,500.00	\$0.00	90%
9	Railroad Borings	1	LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
10	Foundation Gravel	75	CY	\$60.00	35	0	\$2,100.00	\$0.00	47%
11	Gravel Borrow	225	TN*	\$22.50	223	0	\$5,017.50	\$0.00	99%
12	Crushed Surfacing Top Course	250	TN	\$34.00	192	192	\$6,528.00	\$6,528.00	77%
13	Quarry Spalls	5	CY	\$120.00	1	0	\$120.00	\$0.00	20%
14	Commercial HMA	25	TN	\$135.00	25	0	\$3,375.00	\$0.00	100%
15	Topsoil	150	CY	\$38.00	45	0	\$1,710.00	\$0.00	30%
16	Hydroseeding	800	SY	\$1.10	667	0	\$733.70	\$0.00	83%
17	Operations Building	1	LS	\$180,000.00	95.00%	0.00%	\$171,000.00	\$0.00	95%
18	Existing Well No. 3 Building Modifications	1	LS	\$56,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
19	Replace Well No. 2 Pump	1	LS	\$70,000.00	90.00%	0.00%	\$63,000.00	\$0.00	90%
20	Replace Well No. 3 Pump	1	LS	\$66,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
21	Pyrolusite Treatment System	1	LS	\$110,000.00	92.73%	0.00%	\$102,000.00	\$0.00	93%
22	Sodium Hypochlorite Feed System	1	LS	\$31,000.00	90.00%	0.00%	\$27,900.00	\$0.00	90%
23	Potassium Permanganate Feed	1	LS	\$20,000.00	90.00%	0.00%	\$18,000.00	\$0.00	90%
24	Piping, Valves and Appurtenances	1	LS	\$211,000.00	98.00%	0.00%	\$206,780.00	\$0.00	98%
25	Electrical, Telemetry and Instrumentation	1	LS	\$276,000.00	90.00%	10.00%	\$248,400.00	\$27,600.00	90%
*Per Change Order No. 1, the contract quantity of gravel borrow has changed from 450 tons to 225 tons.									
<b>CHANGE ORDERS:</b>									
CO1									
	Install Additional Pipe	1	LS	\$4,413.42	100.00%	0.00%	\$4,413.42	\$0.00	100%
	Materials Testing and Segregation	1	LS	\$1,821.70	100.00%	0.00%	\$1,821.70	\$0.00	100%
	Generator Conduits	1	LS	\$2,328.29	100.00%	0.00%	\$2,328.29	\$0.00	100%
	Relocate Discharge Line	1	LS	(\$706.38)	100.00%	0.00%	(\$706.38)	\$0.00	100%
	Well No. 2 Rehabilitation								
	Change Well Casing Extension from 12" to 20"	1	LS	\$1,210.00	100.00%	0.00%	\$1,210.00	\$0.00	100%
	Sonar Jetting the Well Screen	1	LS	\$3,891.15	100.00%	0.00%	\$3,891.15	\$0.00	100%
	Well Cleanup	16	HR	\$302.50	27	0	\$8,167.50	\$0.00	169%



**PROGRESS ESTIMATE NO. 7**  
**APRIL 30, 2013**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 MARCH 1, 2013 TO APRIL 30, 2013

PROJECT:  
 CITY OF MCCLEARY  
 WELLFIELD IMPROVEMENTS  
 G&O JOB NUMBER #11551.01

CONTRACTOR:  
 AWARD CONSTRUCTION, INC.  
 980 WILLEYS LAKE ROAD  
 FERNDALE, WA 98248

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	
CO2						\$0.00	\$0.00	
	Raise Building Elevation	1 LS	\$700.65	100.00%	0.00%	\$700.65	\$0.00	100%
	Install Additional Fitting	1 LS	\$889.65	100.00%	0.00%	\$889.65	\$0.00	100%
	Well No. 3 Rehabilitation							
	Well Cleanup	27 HR	\$302.50	0	0	\$0.00	\$0.00	0%
	Post Cleaning Video Inspection	1 LS	\$825.00	0.00%	0.00%	\$0.00	\$0.00	0%
CO3						\$0.00	\$0.00	
CO4						\$0.00	\$0.00	

				PROJECT COSTS	
				AMOUNT TO DATE	AMOUNT THIS PERIOD
<b>TOTAL EARNED TO DATE</b>				\$986,235.18	\$34,128.00
<b>SALES TAX</b>				8.40%	\$2,866.75
<b>MATERIALS ON HAND (INCLUDING SALES TAX)</b>				\$0.00	\$0.00
<b>TOTAL WITH SALES TAX (Incl. Materials on Hand)</b>				\$1,069,078.94	\$36,994.75
<b>LESS 5% RETAINED (BEFORE TAX)</b>				\$49,311.76	\$1,706.40
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>				<b>\$1,019,767.17</b>	

ORIGINAL CONTRACT AMOUNT \$1,182,885.00  
 CONTRACT AMOUNT WITH CHANGE ORDERS 1-2 \$1,206,203.48  
 CONTRACT PERCENTAGE TO DATE 82%

PROGRESS ESTIMATE NO. 1	\$157,255.89
PROGRESS ESTIMATE NO. 2	\$303,871.80
PROGRESS ESTIMATE NO. 3	\$220,704.20
PROGRESS ESTIMATE NO. 4	\$64,904.18
PROGRESS ESTIMATE NO. 5	\$98,431.94
PROGRESS ESTIMATE NO. 6	\$139,310.82
<b>TOTAL PAYMENT NOW DUE:</b>	<b>\$35,288.35</b>

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE PREVAILING WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12.

GRAY & OSBORNE, INC.

AWARD CONSTRUCTION, INC.

  
 JOE PLAHUTA, P.E.

  
 CONTRACTOR'S REPRESENTATIVE

**PROGRESS ESTIMATE NO. 7**  
**APRIL 30, 2013**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 MARCH 1, 2013 TO APRIL 30, 2013

PROJECT:  
 CITY OF MCCLEARY  
 WELLFIELD IMPROVEMENTS  
 G&O JOB NUMBER #11551.01

CONTRACTOR:  
 AWARD CONSTRUCTION, INC.  
 980 WILLEYS LAKE ROAD  
 FERNDALE, WA 98248

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1.	SEPTEMBER 4, 2012 TO SEPTEMBER 28, 2012	\$152,085.00	8.40%	\$12,775.14	\$0.00	\$7,604.25	\$157,255.89
2.	SEPTEMBER 29, 2012 TO OCTOBER 31, 2012	\$293,879.88	8.40%	\$24,685.91	\$0.00	\$14,693.99	\$303,871.80
3.	NOVEMBER 1, 2012 TO NOVEMBER 30, 2012	\$213,447.00	8.40%	\$17,929.55	\$0.00	\$10,672.35	\$220,704.19
4.	DECEMBER 1, 2012 TO DECEMBER 31, 2012	\$62,770.00	8.40%	\$5,272.68	\$0.00	\$3,138.50	\$64,904.18
5.	JANUARY 1, 2013 TO JANUARY 31, 2013	\$95,195.30	8.40%	\$7,996.41	\$0.00	\$4,759.77	\$98,431.94
6.	FEBRUARY 1, 2013 TO FEBRUARY 28, 2013	\$134,730.00	8.40%	\$11,317.32	\$0.00	\$6,736.50	\$139,310.82
7.	MARCH 1, 2013 TO APRIL 30, 2013	\$34,128.00	8.40%	\$2,866.75	\$0.00	\$1,706.40	\$35,288.35
<b>TOTAL:</b>		\$986,235.18		\$82,843.76	\$0.00	\$49,311.76	\$1,019,767.17

## Summary of Work Performed

### *Progress Estimate No. 1 (September 4, 2012 through September 28, 2012):*

- The settling basin was excavated. Both the bottom of the settling basin and the access ramp were paved.
- The pump station manhole was installed and both drain lines running from the settling basin to the manhole were installed.
- Two 18-foot sections of drain line extending up from the pump station manhole (to the floor drains and catch basins at the operations building) were installed.
- The 2-inch force main extending from the pump station manhole to the existing sanitary sewer manhole on Summit Road was installed.
- The existing Well No. 2 building and slab were demolished.
- The existing well pump and motor were removed from Well No. 2 and the well casing was inspected by video camera.
- The 8-inch and 16-inch bore casings were installed under the railroad.
- The 8-inch raw water line was installed from the operations building to the Well No. 3 building (no tie in has been made).
- 2-inch electrical conduit was installed from the 16-inch railroad bore to the Well No. 3 building (including the portion through the bore casing).
- The bypass piping was installed and bedded to a point such that a tie-in to the existing system could be made at either end.

### *Progress Estimate No. 2 (September 29, 2012 through October 31, 2012)*

- The tie in of the bypass piping to the City's distribution system has been completed.
- The catch basins located adjacent to the operations building have been installed.
- The drain line extending from the catch basins adjacent to the operations building to the pump station manhole was finished.
- All pipeline trenches have been backfilled.
- Fittings (to allow sand to be blown in) were welded onto the ends of the bore casings and sand was blown into each of the bore casings.
- The 2-inch electrical conduit was extended from the 16-inch bore casing to the operations building.
- The raw water line was disinfected and pressure tested.
- The under slab drain lines were pressure tested.
- The City installed the transformer vault.
- The space between the 16-inch bore casing and the surrounding earth has been grouted and the bore pit excavations completely backfilled.
- The footing and stem wall have been poured.
- Foundation gravel has been placed for the slab subgrade and building apron subgrades.
- The area around the operations building has been graded out with gravel borrow.
- All floor drain piping has been installed and the floor drains have been set.

- All under-slab chemical, water, and vent piping has been installed.
- All conduits have been stubbed up to the MCC/control panel.
- The ground ring has been installed around the operations building foundation.
- The ATEC filter unit has been delivered.
- The chemical metering pumps and chemical tanks have been delivered.
- The well has been cleaned by sonic jetting.

*Progress Estimate No. 3 (November 1, 2012 through November 30, 2012)*

- Foam insulation and vapor barrier have been placed above the slab subgrade.
- The floor drains have been set.
- The slab has been poured and finished.
- Equipment pads have been poured for the SHC and ATEC tanks.
- The CMU wall has been erected and the top plate installed.
- The interior chemical room wall has been framed.
- The SHC tank has been set inside the operations building
- The ATEC tanks have been set inside the operations building.
- Well No. 2 has been brushed and surged.
- The Well No. 2 pump and motor has been installed.
- A video was taken to document the effectiveness of the Well No. 2 cleaning.

*Progress Estimate No. 4 (December 1, 2012 through December 31, 2012)*

- The roof trusses have been delivered and erected.
- Cross bracing for the trusses has been installed.
- The roof has been sheeted.
- Tar paper has been placed over the entire roof.
- The ATEC filter units have been filled with media.
- The electricians have been running conduit inside the Well No. 2 building.
- The mechanical makeup from the Well No. 2 pump to the ATEC filters is in process.

*Progress Estimate No. 5 (January 1, 2013 through January 31, 2013)*

- The metal roofing has been installed.
- The metal wall panels on the gable ends have been installed.
- All exterior sheet metal louvers have been installed.
- All interior and HVAC equipment has been installed.
- The control panel has been installed in the Well No. 2 building.
- All interior conduit and boxes have been installed at the Well No. 2 building.
- Conductors have been run from the transformer vault to the meter base at the Well No. 2 building.
- All mechanical makeup in the Well No. 2 building has been completed.

- All electrical work that could be completed prior to installation of the Well No. 3 pump motor and the MCC, has been completed.
- The ceiling of the Well No. 2 building has been insulated.
- Sheetrock has been installed on the interior ceiling of the Well No. 2 building.
- The sodium hypochlorite and potassium permanganate feed pumps have been installed.
- All PVC chemical piping has been installed.
- The chlorine analyzer has been installed.
- Minor grading work has been done in the vicinity of the transformer vault.

*Progress Estimate No. 6 (February 1, 2013 through February 15, 2013)*

- All painting has been completed in the Well No. 2 building.
- The exterior of the CMU block wall was acid washed.
- The exterior of the CMU wall was sealed.
- All electrical work in the Well No. 2 building (less installation of the MCC), has been completed.

*Progress Estimate No. 7 (February 16, 2013 through April 30, 2013)*

- The MCC was delivered and installed in the operations building.
- 192 tons of crushed surfacing was placed to grade around the operations building.
- All wiring has been completed in the operations building.

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: May 2, 2013  
Re: 2014 STIP

---

We have tried to set the required Public Hearing for the STIP over the last few meetings, but unfortunately it has been lost in the drum of action items. Since our only option at this time is the June 26 Council Meeting to ensure adoption prior to the July 1 deadline, we thought it prudent to set the date now. Unfortunately we cannot have the public hearing next meeting as we have already eclipsed the notification window required for the public hearing. After the May 22 meeting, our next meeting will not be until June 26, as a result of our summer schedule.

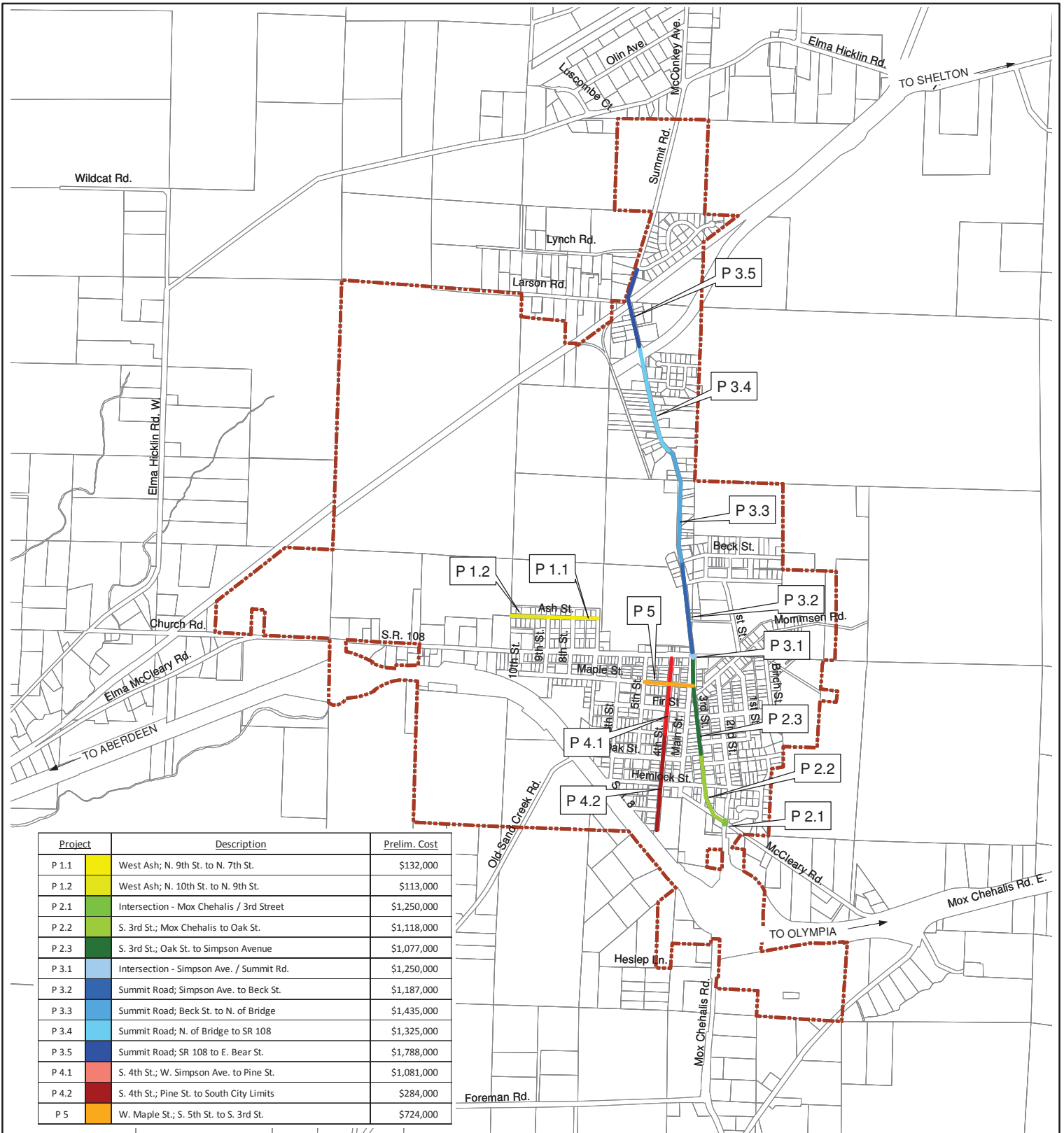
In an effort to get a jump start on this year's program, we have attached last year's map and detailed information. If there are any priority revisions or additional projects that you believe should be considered, now is the perfect time to bring that up. Please keep in mind that the State, through the STP program will only fund projects on "Functionally Classified Roadways", which is limited to 3<sup>rd</sup> Street, Mox Chehalis Road, Simpson Avenue, and Summit Road.

**Staff Recommendation:**

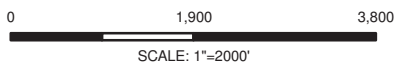
The 2014 STIP Public Hearing should be set by Council on June 26, 2013. We will make appropriate revisions to incorporate the 3<sup>rd</sup> Street Improvements Phase I as currently funded.

**Action Requested:**

Please set the 2014 STIP Public Hearing for June 26, 2013. Please provide any additional comments or suggestions regarding the existing STIP.



Project	Description	Prelim. Cost
P 1.1	West Ash; N. 9th St. to N. 7th St.	\$132,000
P 1.2	West Ash; N. 10th St. to N. 9th St.	\$113,000
P 2.1	Intersection - Mox Chehalis / 3rd Street	\$1,250,000
P 2.2	S. 3rd St.; Mox Chehalis to Oak St.	\$1,118,000
P 2.3	S. 3rd St.; Oak St. to Simpson Avenue	\$1,077,000
P 3.1	Intersection - Simpson Ave. / Summit Rd.	\$1,250,000
P 3.2	Summit Road; Simpson Ave. to Beck St.	\$1,187,000
P 3.3	Summit Road; Beck St. to N. of Bridge	\$1,435,000
P 3.4	Summit Road; N. of Bridge to SR 108	\$1,325,000
P 3.5	Summit Road; SR 108 to E. Bear St.	\$1,788,000
P 4.1	S. 4th St.; W. Simpson Ave. to Pine St.	\$1,081,000
P 4.2	S. 4th St.; Pine St. to South City Limits	\$284,000
P 5	W. Maple St.; S. 5th St. to S. 3rd St.	\$724,000



**Legend**

- CITY LIMITS
- PARCELS

**CITY OF McCLEARY**

**FIGURE 1  
2013 STIP PROJECTS**



## 2013 STIP Base Data

<u>Project</u>	<u>Description</u>	<u>Improvement</u>	<u>Start Year</u>	<u>Total Cost</u>	<u>Local Cost</u>	<u>State Cost</u>
P 1.1	West Ash; N. 9th St. to N. 7th St.	(A)	2013	\$ 132,000	\$ 7,000	\$ 125,000
P 1.2	West Ash; N. 10th St. to N. 9th St.	(A)	2013	\$ 113,000	\$ 6,000	\$ 107,000
P 2.1	Intersection - Mox Chehalis / 3rd Street	(B)	2014	\$ 1,250,000	\$ 63,000	\$ 1,187,000
P 2.2	S. 3rd St.; Mox Chehalis to Oak St.	(C)	2014	\$ 1,118,000	\$ 56,000	\$ 1,062,000
P 2.3	S. 3rd St.; Oak St. to Simpson Avenue	(C)	2015	\$ 1,077,000	\$ 54,000	\$ 1,023,000
P 3.1	Intersection - Simpson Ave. / Summit Rd.	(B)	2015	\$ 1,250,000	\$ 63,000	\$ 1,187,000
P 3.2	Summit Road; Simpson Ave. to Beck St.	(D)	2016+	\$ 1,187,000	\$ 60,000	\$ 1,127,000
P 3.3	Summit Road; Beck St. to N. of Bridge	(D)	2016+	\$ 1,435,000	\$ 72,000	\$ 1,363,000
P 3.4	Summit Road; N. of Bridge to SR 108	(D)	2016+	\$ 1,325,000	\$ 67,000	\$ 1,258,000
P 3.5	Summit Road; SR 108 to E. Bear St.	(D)	2016+	\$ 1,788,000	\$ 90,000	\$ 1,698,000
P 4.1	S. 4th St.; W. Simpson Ave. to Pine St.	(D)	2016+	\$ 1,081,000	\$ 55,000	\$ 1,026,000
P 4.2	S. 4th St.; Pine St. to South City Limits	(A)	2016+	\$ 284,000	\$ 15,000	\$ 269,000
P 5	W. Maple St.; S. 5th St. to S. 3rd St.	(D)	2016+	\$ 724,000	\$ 37,000	\$ 687,000
<b>Total.....</b>				<b>\$ 12,764,000</b>	<b>\$ 645,000</b>	<b>\$ 12,119,000</b>

Improvement Key

- (A) Resurface & Repair
- (B) Roundabout, New Curb and Gutter, Storm, Sidewalk, Landscaping, and Bike Lane
- (C) Resurface & Repair, New Curb and Gutter, Storm, Planter Strip, Sidewalk and Bike Lane
- (D) Resurface, Widen, New Curb and Gutter, Storm, Sidewalk, Planter Strip, and Bike Lane



## 2013 STIP Base Data

<u>Project</u>	<u>Description</u>	<u>Improvement</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016+</u>
P 1.1	West Ash; N. 9th St. to N. 7th St.	(A)	\$ 132,000			
P 1.2	West Ash; N. 10th St. to N. 9th St.	(A)	\$ 113,000			
P 2.1	Intersection - Mox Chehalis / 3rd Street	(B)		\$ 1,250,000		
P 2.2	S. 3rd St.; Mox Chehalis to Oak St.	(C)		\$ 1,118,000		
P 2.3	S. 3rd St.; Oak St. to Simpson Avenue	(C)			\$ 1,077,000	
P 3.1	Intersection - Simpson Ave. / Summit Rd.	(B)			\$ 1,250,000	
P 3.2	Summit Road; Simpson Ave. to Beck St.	(D)				\$ 1,187,000
P 3.3	Summit Road; Beck St. to N. of Bridge	(D)				\$ 1,435,000
P 3.4	Summit Road; N. of Bridge to SR 108	(D)				\$ 1,325,000
P 3.5	Summit Road; SR 108 to E. Bear St.	(D)				\$ 1,788,000
P 4.1	S. 4th St.; W. Simpson Ave. to Pine St.	(D)				\$ 1,081,000
P 4.2	S. 4th St.; Pine St. to South City Limits	(A)				\$ 284,000
P 5	W. Maple St.; S. 5th St. to S. 3rd St.	(D)				\$ 724,000
<b>Total.....</b>			<b>\$ 245,000</b>	<b>\$ 2,368,000</b>	<b>\$ 2,327,000</b>	<b>\$ 7,824,000</b>

### Improvement Key

- (A) Resurface & Repair
- (B) Roundabout, New Curb and Gutter, Storm, Sidewalk, Landscaping, and Bike Lane
- (C) Resurface & Repair, New Curb and Gutter, Storm, Planter Strip, Sidewalk and Bike Lane
- (D) Resurface, Widen, New Curb and Gutter, Storm, Sidewalk, Planter Strip, and Bike Lane

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: May 2, 2013  
Re: Firework Stand Permit

---

The Olympic Christian Center has applied for a fireworks stand permit and building permit as they have done for the last few years. Historically, the approval decision has been the City Council's as it relates to the sale of merchandise within the public right-of-way in conjunction with the Building Official's review for fire and safety inspections.

In accordance with RCW 70.77.395, it is legal to sell fireworks from June 29 through July 5.

**Action Requested:**

Authorize the City to issue a fireworks stand permit allowing the sale of fireworks in accordance with RCW 70.77.395.

**CITY OF McCLEARY**  
**BUILDING PERMIT APPLICATION**

Date of Application: 4/12/13 Project Valuation \$ \_\_\_\_\_

Commercial  Residential \_\_\_\_\_ Other \_\_\_\_\_

Job / Project Address Beerbower Park

Legal Description: Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Plat: \_\_\_\_\_ PARC# 063004200003

Owner: Olympic Christian Center Phone 360/495-3832

Mailing Address PO Box 5 McCleary WA 98557

Contractor Norman Orffer Phone 360/481-7000

Office Address \_\_\_\_\_

Contractor's Registration Number \_\_\_\_\_

Verification that a Contractor's Registration is current (Copy of License) RCW 19.27.110)

Architect \_\_\_\_\_ Phone \_\_\_\_\_

Office Address \_\_\_\_\_

Interim Construction Loan Lender or firm holding payment bond (RCW 19.27.095)

\_\_\_\_\_

Address \_\_\_\_\_

Description of Work Temporary setup of fireworks booth.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**FIRE PROTECTION BUREAU  
FIREWORKS LICENSING PROGRAM**  
PO Box 42600  
Olympia WA 98504-2600  
(360) 596-3914 FAX: (360) 596-3934



**APPLICATION  
FOR RETAIL FIREWORKS STAND PERMIT**

04-16-13P03:28 RCVD

<b>TO</b>	Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION</b>	4/15/2013
<b>Applicant Name</b>		<b>Address, City, State</b>	
Olympic Christian Center		P.O. BOX 5 Mc Cleary, WA. 98557	
<b>Sponsor (If other than applicant)</b>		<b>Address, City, State</b>	
Location of proposed fireworks stand [Enclose drawing of stand location]			
Beerbower Park / Parking lot			
<b>Manner and place of storage prior, during, and after sales dates</b>			
Prior: 7523 Chinook St NE Cl. During: In Stand, After: Same as Prior.			
<b>State-Licensed Fireworks Supplier</b>			
Thunder Fireworks			

# FIREWORKS STAND PERMIT

For the Fireworks Sales Year of: \_\_\_\_\_  
(Must be conspicuously displayed at all times while the stand is open to the public)

By virtue of having been granted a license by the State of Washington and this permit from \_\_\_\_\_ as the local governing authority, the named person, firm or organization is hereby authorized to sell U.N. 0336 1.4G Consumer fireworks at the location designated herein between the following date and times:

<b>Sales for July 4<sup>th</sup></b>		<b>Sales for December 31<sup>st</sup></b>	
From: _____	From: _____	To: _____	To: _____
Sponsor _____		Location _____	
/s/ _____	/s/ _____	Signature of Applicant	
Signature of Official Granting Permit			
Title _____	Agency _____	Date _____	Permit Number _____
Licensee Name _____	License Number _____		

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

14951

# Fireworks Stand License

License is Non-Transferable and Valid for Only One Stand

## Washington State Fireworks License

### Licensee Information

Olympic Christian Center  
7523 Chinook Street Northeast  
Olympia, WA 98516

License Number: WSPFL-006660

### Stand Information

Contact Person: Norman Orffer  
Phone Number: (360) 481-7000  
County: Grays Harbor  
Stand Number: SN-07712

Date of Expiration      Date of Issue  
January 31, 2014      March 19, 2013

### Stand Location:

\_\_\_\_\_  
[Stand Location To Be Completed By Licensee]

3000-420-012 (R 905)



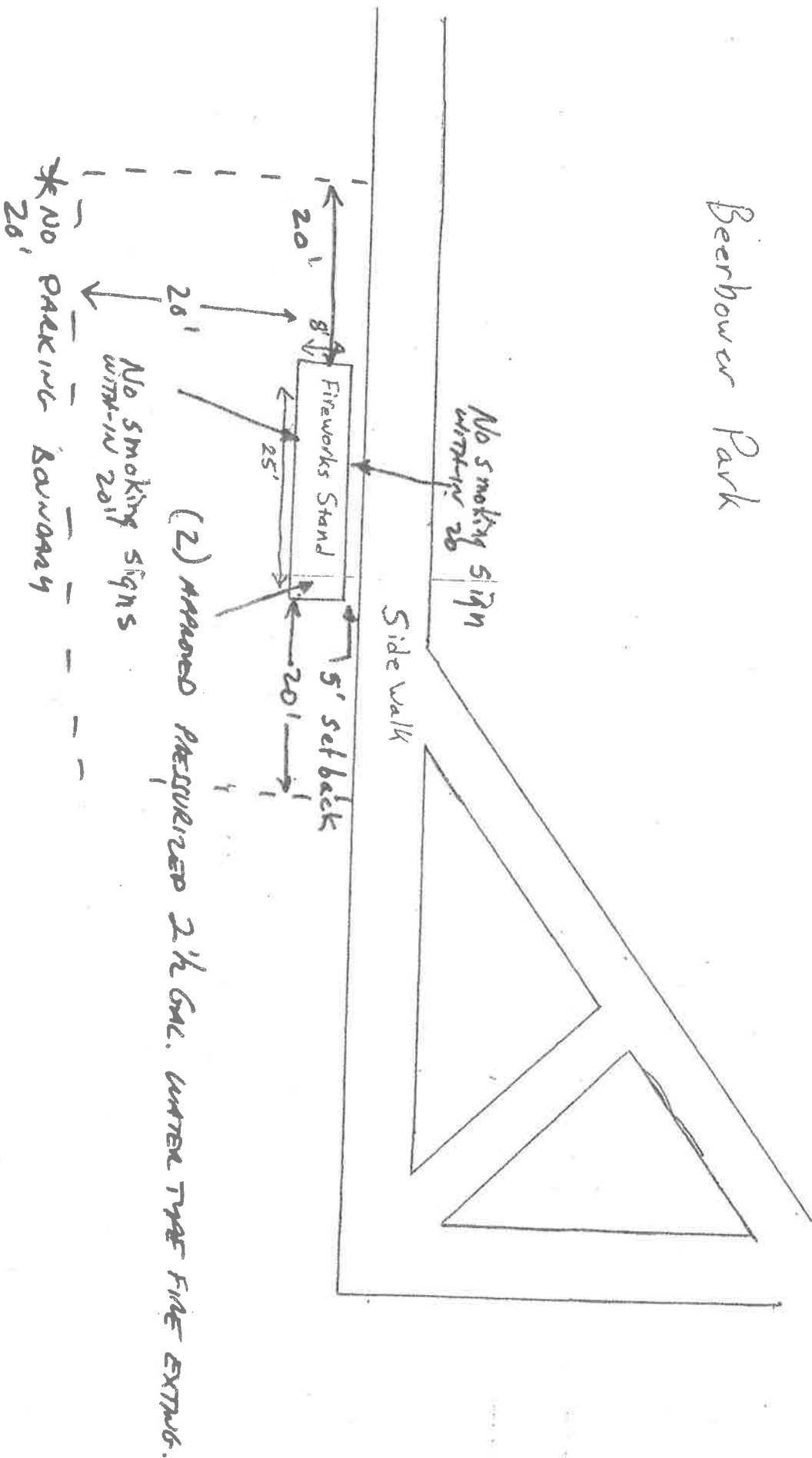
State Fire Marshal Signature

Detach this wallet card and carry with you for verification of certification.

SITE PLAN (showing setbacks)

Beerhowar Park

Bath Rooms



## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: May 2, 2013  
Re: Asphalt Patching

---

We have numerous asphalt patches that we have been waiting for good weather to facilitate. We have received a quote from Lakeside to conduct the work, with the City completing the prep work and traffic control.

Three items were estimated, as shown on the attached proposal. At this time, our primary focus is only the “Various Patching” item, due to budget constraints. You will note that the other two items have a lower unit price, which is due to different equipment that can be utilized on larger areas to increase production rates.

The “Various Patching” item incorporates eight different projects where asphalt is required. All of these items are considered “public work”, so in order to ensure the State Auditor does not claim that we are bid splitting, we have shown the total project cost as well. You will note that all projects are below the bid limit of \$65,000 (for work with multiple trades) and \$40,000 (for work with a single trade) as required by RCW 35.23.352 (1). As such, we are requesting authorization to proceed with the “Various Patching” in accordance with RCW 35.23.352.

Please note that not all of this cost would be shouldered by the Street Department, as the work completed dictates the fund that is paying for the restoration cost. The attached excel spreadsheet shows the breakdown by fund. All of these items would be funded from the “Repair and Maintenance” line items, which have adequate funding budgeted.

### **Staff Recommendation:**

Asphalt removed for any form of work cannot be left as gravel for a roadway surface. We currently utilize “cold mix”, which is a more expensive temporary form of asphalt that does not last very long until “hot mix” asphalt such as this can be installed. Of course we would like to put more asphalt on the ground throughout the City, but we thought it prudent to just request the bare minimum at this point in time.

### **Action Requested:**

Please consider authorizing the “Various Patching” work to be conducted by Lakeside for a total cost of \$9,625 plus sales tax.

Lakeside Patching 2013  
 NDB - 5/3/13

Unit Price = \$ 175.00 / TN

Area					Estimated Total	# of
No.	Description	Quantity	Cost	Fund	Project Cost	Trades
1	Luscomb Replacement	16 / TN	\$ 2,800.00	Light and Power	\$ 40,000.00	Multiple
2	Wildcat Sewer Replacement	7 / TN	\$ 1,225.00	Sewer	\$ 11,500.00	Multiple
3	Shoulder Repair - Alley behind Gordons	15 / TN	\$ 2,625.00	Street	\$ 3,000.00	One
4	Simpson Water Line Patch	3 / TN	\$ 525.00	Water	\$ 2,500.00	Multiple
5	7th Street Widening at Intersection	5 / TN	\$ 875.00	Street	\$ 2,000.00	One
6	VFW Sidewalk Patch	6 / TN	\$ 1,050.00	Street	\$ 7,000.00	Multiple
7	Water Valve Depression at Simpson and Summit	1 / TN	\$ 175.00	Water	\$ 5,000.00	Multiple
8	Water Tap Patch on 3rd Street	2 / TN	\$ 350.00	Water	\$ 2,200.00	Multiple
<b>Total.....</b>			<b>\$ 9,625.00</b>	+ Sales Tax		

Fund Totals

Street.....	\$ 4,550.00	+ Sales Tax
Light and Power.....	\$ 2,800.00	+ Sales Tax
Water.....	\$ 1,050.00	+ Sales Tax
Sewer.....	\$ 1,225.00	+ Sales Tax
<b>Total.....</b>	<b>\$ 9,625.00</b>	+ Sales Tax





# LAKESIDE INDUSTRIES, INC.

ACCT./ADMIN. OFFICE: P.O. BOX 7016 ISSAQUAH, WA 98027  
"AN EQUAL OPPORTUNITY EMPLOYER"

PROPOSAL/CONTRACT AGREEMENT  
(425) 313-2600

Lakeside Industries, Inc.  
PO Box 928  
Aberdeen, WA 98520  
Phone-(360)533-0610 Fax- (360)533-1772

Date: May 1, 2013

### CONTRACTING PARTY

**JOB NO.** \_\_\_\_\_

LOCATION & TYPE  
OF WORK: \_\_\_\_\_

City of McCleary  
100 South 3<sup>rd</sup> Street  
McCleary, WA 98557

Various Asphalt Repairs  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bid Item	Approximate Quantity	Unit of Measure	Description	Unit Price	Total Price
1	55	Ton	<b>Various Patching</b> Furnish and install hot mix asphalt (3" depth)	\$ 175.00	\$ 9,625.00
2	45	Ton	<b>Area Behind Grocery Store</b>	\$ 140.00	\$ 6,300.00
3	190	Ton	<b>5th Street</b>	\$ 115.00	\$ 21,850.00
<b>APPROXIMATE TOTAL (Plus sales tax where applicable)</b>					<b>\$ 37,775.00</b>
Total price to be based on actual quantity or measurement unless otherwise specified.					

**Exclusions:** Tax, excavation, rock, utility adjustments,

**Notes:** \*City crews will excavate or clean all area's and supply any traffic control necessary.

Lakeside's proposed prices herein assume that Lakeside's work hereunder will be substantially complete  
on or before: August 1, 2013.

Unless Contracting Party has signed and returned this Agreement within thirty (30) calendar days of the date first stated above,  
Lakeside's proposal shall be null and void.

CONTRACTING PARTY'S SIGNATURE ON ONE COPY RETURNED TO LAKESIDE INDUSTRIES, INC. WILL RENDER THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. CONTRACTING PARTY'S SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF LAKESIDE'S 'NOTICE TO CUSTOMER' STATEMENT ATTACHED HERETO.

**APPROVED BY CONTRACTING PARTY:**

**LAKESIDE INDUSTRIES, INC.  
WA. CONTRACTOR'S REG. LAKESI\*274JD  
OR. CCB 108542**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** Estimator \_\_\_\_\_

**SUBJECT TO THE ATTACHED GENERAL PROVISIONS**

## General Provisions

**1. DEFINITIONS.** As used herein, (i) "Contractor" shall mean Lakeside Industries, Inc. or any division thereof; (ii) "Contracting Party" shall mean the person or entity purchasing materials and/or services as set forth on the front page hereof and pursuant to these General Provisions; and (iii) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party's acceptance of those terms and conditions set forth on the front page hereof and these General Provisions and/or materials and/or services provided to Contracting Party by Contractor.

**2. ACCEPTANCE.** Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) calendar days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Contractor hereby objects to any conflicting, additional and/or different terms contained in any proposal or other writing issued by Contracting Party for purposes of accepting the proposal set forth herein and the same shall not become a part of this Agreement unless agreed upon in writing by Contractor and Contracting Party.

**3. COST ESCALATION FOR ASPHALT.** Contractor's proposal herein is based upon local vendor posted prices for liquid asphalt as of the date of Contractor's proposal. In the event the actual prices exceed such posted prices, the Contract Price shall be equitably adjusted by change order to reflect such increase. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

**4. CREDIT VERIFICATION.** This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate.

**5. TERMS OF PAYMENT.** Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of 1-1/2% per month (18.00% per annum) or the highest rate allowed by law.

**6. SCHEDULE.** This Agreement is subject to Contractor's review and approval of Contracting Party's schedule. Contracting Party shall coordinate other contractors' and subcontractors' work to prevent any delay or interference with Contractor's work.

**7. CHANGES.** Contracting Party, without invalidating the Agreement, may order changes in the scope of the work provided for by this Agreement, with the cost of the work and the time to complete such work being adjusted accordingly. Such changes in the work shall be authorized only by written change order signed by Contracting Party and Contractor.

**8. PROPERTY LINES.** Contracting Party warrants that Contracting Party knows the actual location of all legal property lines and that Contracting Party, prior to commencement of work hereunder, shall place stakes clearly indicating such property lines.

**9. PERMITS.** Any permits that must be secured prior to commencement of the work hereunder shall be secured and paid for by Contracting Party.

**10. DELAYS.** If Contractor is delayed at any time in the commencement or progress of the work by any act or neglect of Contracting Party, or by any employee or agent of Contracting Party, or by any separate contractor employed by Contracting Party, or by changes ordered in the work by Contracting Party, or by labor disputes, fire, abnormal adverse weather conditions, force majeure, unusual delay in transportation, fuel, material, or labor shortages or unavailability, action or inaction of public authorities not arising out of the fault of Contractor, casualties or any other causes beyond Contractor's reasonable control, then the Contract Time shall be extended by change order for a period of time reasonably necessary to alleviate the effect of such events on Contractor. Delays beyond Contractor's reasonable control shall be compensable to Contractor and such equitable adjustment of the Contract Price shall be made by change order. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

**11. HAZARDOUS SUBSTANCES.** Contracting Party agrees to indemnify, defend and hold harmless Contractor and its employees and subcontractors from liability related to the existence of hazardous substances at the project site, unless such liability results directly from hazardous substances brought on to the project site by Contractor or its subcontractors or arises out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor encounters a substance on the project site which Contractor believes is a

hazardous substance, Contractor shall immediately notify Contracting Party and shall cease work in whole or in part and any delays (and costs arising therefrom) shall be Contracting Party's responsibility.

**12. TERMINATION FOR CAUSE.** Contractor has the right to terminate this Agreement if Contracting Party fails to comply with any of the other provisions herein; provided, further, Contractor may terminate this Agreement in the event of the happening of any of the following: (a) insolvency of Contracting Party or Contractor; (b) any act of bankruptcy by Contracting Party under any provision of the Federal Bankruptcy Act or filing by Contracting Party of a voluntary petition under any law providing for relief from the claims of creditors; (c) the filing of an involuntary petition to have Contracting Party adjudicated as bankrupt under the Federal Bankruptcy Act or for reorganization of Contracting Party under that Act or under any law providing for relief from the claims of creditors which is not vacated within thirty (30) days from the date of such filing; (d) the appointment of a receiver or trustee for Contracting Party or Contractor which is not vacated within thirty (30) days from the date of such appointment; (e) the execution by Contracting Party or Contractor of an assignment for the benefit of creditors; or (f) any other event occurring which under the applicable law would entitle Contractor to cancel and terminate this Agreement. Such termination shall not prejudice any claims that either party may have against the other.

**13. INDEMNITY.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Contracting Party from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Contracting Party shall indemnify and hold harmless Contractor from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, to the extent caused by negligent acts or omissions of Contracting Party, or anyone directly or indirectly employed by it or anyone for whose acts it may be liable.

**14. WARRANTIES.** Contractor warrants and guarantees all work and/or materials provided under this Agreement shall be of good quality and workmanship, free from faults and defects and in conformance with this Agreement. Contractor further agrees to make good, at its own expense, any defect in materials or workmanship which may appear within one (1) year of Contractor's substantial completion of its work hereunder. Except as otherwise provided herein, Contractor makes no warranties or representations of any kind, express or implied (including no warranty of merchantability or fitness for a particular purpose) and none shall be implied by law. Contracting Party agrees that oral agreements, statements and representations made by Contractor, its employees or its agents shall not constitute a warranty of any kind.

**15. TIME LIMITATION ON CLAIMS.** Any action arising out of Contracting Party's purchase of materials or Contractor's provision of services to Contracting Party, including any action arising under this Agreement, must be commenced within one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained which is not commenced within such one-year period.

**16. LIMITATION OF LIABILITY.** Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages, special, direct, incidental or consequential, sustained by Contracting Party or others arising of Contractor's performance of this Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or any third party for more than the amount of Contractor's proposal, or for any delay damages.

Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes and/or conduits and cables not visible from the surface of the ground nor for any damage to approaches (including sidewalks) from the street to the property line; (ii) damage to the completed pavement surface due to the action of petroleum product spillage; (iii) subgrade failure or utility ditch failure; or (iv) growth of horsetail weed, morning glory, deep-rooted ferns or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in this Agreement shall be applied at the rate specified by the manufacturer thereof.

**17. DISPUTE RESOLUTION/ATTORNEYS' FEES.** Contracting Party and Contractor agree that all claims, collections, disputes, or other controversies arising under this Agreement or related hereto, shall be settled by and subject to litigation, or at the sole choice of the contractor, binding arbitration with a

single arbitrator pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall be commenced by the Contractor delivering a written demand for arbitration to the AAA, and a copy of such demand shall be delivered to the Contracting Party. Contracting Party and Contractor agree that the location of any such arbitration proceeding shall be at the Seattle, Washington AAA office. Any arbitration award by the arbitrator shall be final and binding on the parties and subject to confirmation and reduction to judgment pursuant to RCW 7.04 in the King County Superior Court. In any such litigation or arbitration, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

**18. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**19. SEVERABILITY.** In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining paragraphs, parts, terms and conditions of this Agreement shall not be affected and shall remain in full force and effect.

**20. VOLUNTARY CONTRACT.** Each of the parties to this Agreement has carefully read and fully understands the terms and conditions hereof, has had

full opportunity to consult with legal counsel regarding its meaning and effect, and is entering into this Agreement freely and voluntarily, through a representative who is fully authorized and empowered to sign on its behalf.

**21. ENTIRE AGREEMENT.** Contracting Party and Contractor intend that the proposal and those terms and conditions on the front page hereof and these General Provisions shall constitute the final, complete and exclusive Agreement between the parties. This Agreement supersedes all other prior or contemporaneous agreements, representations, understandings and promises, oral and/or written, by or between the parties with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings and promises, oral and/or written, made by Contractor. No course of dealings between the parties shall be relevant or admissible to explain, supplement or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.

## State of Washington

### **NOTICE TO CUSTOMER(RCW 18.27.114)**

Lakeside Industries, Inc. is registered with the State of Washington, Registration No. LAKESI\*274JD, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against Lakeside Industries for breach of contract including negligent or improper work in the conduct of Lakeside Industries' business. The expiration date of Lakeside Industries' registration is July 31st.

### **THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.**

This bond or deposit is not for your exclusive use because it covers all work performed by Lakeside Industries. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

### **FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.**

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

### **YOUR PROPERTY MAY BE LIENED.**

If a supplier of materials used in your construction project or an employee or subcontractor of Lakeside Industries, Inc. or its subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

### **FOR ADDITIONAL PROTECTION, YOU MAY REQUEST LAKESIDE INDUSTRIES, INC. TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.**

Lakeside Industries, Inc. is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.



# LAKESIDE INDUSTRIES

ABERDEEN DIVISION

May 3, 2013

City of McCleary

Area #1:	Roadway Out Of Town (PUD Patches)		
		16 Ton @ \$175.00/ton	\$2,800.00
Area #2:	Wildcat Road		
		7 Ton @ \$175.00/ton	\$1,225.00
Area #3:	Behind Grocery Store		
		15 Ton @ \$175.00/ton	\$2,625.00
Area #4:	Main Street In Bulb Out		
		3 Ton @ \$175.00/ton	\$525.00
Area #5:	Area Across From Our Community Bank		
		5 Ton @ \$175.00/ton	\$875.00
Area #6:	VFW		
		6 Ton @ \$175.00/ton	\$1,050.00
Area #7:	Intersection By City Hall		
		1 Ton @ \$175.00/ton	\$175.00
Area #8:	Up The Road From Bus Depot		
		2 Ton @ \$175.00/ton	\$350.00

Thank you,

Larry Quinn

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

A RESOLUTION RELATING TO PUBLIC SERVICES;  
ESTABLISHING AND CONFIRMING FEES IN RELATION  
TO CONNECTION TO THE CITY'S UTILITY SYSTEMS;  
REPEALING RESOLUTION 685; AND PROVIDING FOR  
EFFECTIVE DATES.

R E C I T A L S:

1. Pursuant to the applicable provisions of the Municipal Code, the Council and Mayor may set by written resolution fees and rates to be charged for specified City provided services and provide for certain mechanisms in relation to the adjustment thereof.

2. The fees and rates set in the following sections are the same as set out in Resolution 580. Pursuant to the provisions of that resolution, the actual fee amount which is currently payable has been adjusted on an annual basis as required. The fees for 2013 are set forth in the following schedules.

3. The Director of Public Works has indicated that in setting the schedules, an inadvertent reversal of two of the rates occurred. Thus, to correct that issue and to assure ease of use by the City's citizens and staff, it has been recommended

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McCLEARY, WASHINGTON 98557

that Resolution 685 be repealed and this resolution be adopted in its place.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: On and after the effective date of this resolution, the following overall connection fee (OCF) to be paid by a party seeking to obtain connection to the City's water and sewer utility shall be as set forth herein.

A. As to properties within the corporate limits of the City at the time of the submission of the request for connection, the following connection fees shall be required prior to connection to the utility in question.

1. Single family residence: As to a single family residence, a base overall connection fee, hereinafter referred to for convenience by the acronym BOCF, shall apply for a connection requiring service for no more than an equivalent residential unit (ERU):

a. As to a water connection, the sum of \$4,029.00.

b. As to a sewer connection, the sum of \$4,895.00.

2. Non-single-family water and sewer connections: As to such connections, the following provisions shall apply:

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a. Multi-family: An overall connection fee (OCF) determined by multiplying the base overall connection fee (BOCF) for the connection requested by a figure representing the equivalent residential units, the applicable ERU figure being derived by application of the standards set forth in the applicable adopted planning document or plan.

b. Commercial Connections: The BOCF for the utility connection sought shall be applicable: PROVIDED THAT, in the event the City Administrator determines the utilization of the utility will exceed an ERU, the OCF shall be determined by the Administrator as a product of the BOCF multiplied by the ERU derived by application of the standards set forth in the applicable adopted planning document or plan.

c. Industrial: Shall be calculated and established by the Administrator based upon the BOCF of the utility connection sought multiplied by the number of ERU represented by the utilization for the applicant property derived by application of the standards set forth in the applicable adopted planning document or plan.

B. As to properties outside of the corporate limits at the time of the submission of the completed application, the following connection fees shall apply:

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1. Single family residence: As to a single family residence, a base overall connection fee, hereinafter referred to for convenience by the acronym BOCF, shall apply for a connection requiring service for no more than an equivalent residential unit (ERU):

a. As to a water connection, the sum of \$5,195.00.

b. As to a sewer connection, the sum of \$7,338.00.

2. Non-single-family water and sewer connections: As to such connections, the following provisions shall apply:

a. Multi-family: An overall connection fee (OCF) determined by multiplying the base overall connection fee (BOCF) for the connection requested by a figure representing the equivalent residential units, the applicable ERU figure being derived by application of the standards set forth in the applicable adopted planning document or plan.

b. Commercial Connections: The BOCF for the utility connection sought shall be applicable: PROVIDED THAT, in the event the City Administrator determines the utilization of the utility will exceed an ERU, the OCF shall be determined by the Administrator as a product of the BOCF multiplied by the ERU derived by application of the standards set forth in the applicable adopted planning document or plan.

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100 SOUTH 3RD STREET  
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c. Industrial: Shall be calculated and established by the Administrator based upon the BOCF of the utility connection sought multiplied by the number of ERU represented by the utilization for the applicant property derived by application of the standards set forth in the applicable adopted planning document or plan.

SECTION II: Labor & material costs: The cost for the City's provision of the necessary labor and materials to achieve the physical connection to the system shall be in addition to the fee set forth in Section I. These shall be such figures as are established in the schedule issued by the Administrator, who is hereby authorized to establish and maintain such schedule. These schedules shall reflect the then existing current material costs and current City labor costs, as determined on the 1st day of January of each calendar year and subject to adjustment on the 1st day of July of each calendar year.

SECTION III: Changes in existing connections:

A. Subject to the responsibility to pay any fees established by subsection B (required as a result of more extensive use of the property or change of use), an applicant seeking service to a property which is being served as of the date of the application and/or has been served by the utility from which service is sought within the six months immediately

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preceding the date upon which application was filed shall not be required to pay the reactivation or closure fees authorized by Section 13.24.070 MMC.

B. The following provisions shall apply to an application which will either result (1) in a change of use through increased consumption, or (2) an increase in the number of residential, commercial, industrial, or business equivalency units actually served by the particular utility connection as contrasted with existing use.

1. The City shall calculate the connection fee which would be charged if the applicant was seeking connection for the current actual utilization, as well as the connection fee which would be charged for the proposed use. The calculations shall be done as if the applicant was making a request for initial connection to the utility system. In the event that the figure for a proposed use exceeds the figure determined for the existing use, this differential shall be paid to the City.

2. Payment of the amount determined pursuant to this Section shall be required whether the increased use is [1] as a result of the replacement of an existing structure or structures with a new structure or new structures, [2] as the result of the remodeling of an existing structure or structures, [3] the

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**McCLEARY, WASHINGTON 98557**

placement of an additional structure upon the served property, or [4] any combination thereof.

C. For purposes of applicable Ordinances and Resolutions, a property shall be deemed to have been served or be being served by the utility in question so long as there is or has been, within the period established in Section I, an active account maintained with the City for which billings were rendered as a result of the actual utilization upon the subject property of the utility in question.

SECTION IV: Adjustment:

To reflect the effect of inflation, commencing with the year 2014, the monetary figures established pursuant to the provisions of this resolution shall be increased, as of the date of the commencement of each calendar year, as follows.

The adjustment shall be the greater of (1) three percent (3%) or (2) the monetary amount which is the result of the following calculation:

A. Methodology of Calculation: The then existing connection fee multiplied by a figure established as the average of the Seattle-Tacoma-Bremerton Area Bi-Monthly Index CPI-U (June compared with June) and the US All City Average CPI-U for the same period. [Example: S-T-B Area Bi-monthly Index CPI-U is 3.5%

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and the US All City Average CPI-U for that period is 2.5%. The multiplier to be utilized is 3.0%.

B. Principals of application:

1. The average for the CPI multiplier, if not an even 1/10th of a percent, shall be rounded upward to the nearest 1/10th of a percent.

2. The resulting product of the calculation carried out pursuant to SA shall be rounded up or down to the nearest dollar.

SECTION V:

A. The fee to be paid for reactivation of a utility service shall be as follows [Service not active for more than six months and less than five years prior to date of application to recommence.]:

- |                   |          |
|-------------------|----------|
| 1. Water Service: | \$200.00 |
| 2. Sewer Service: | \$250.00 |

B. The fee to be paid to recommence provision of utility service to a connection deemed to have been closed [Service not active for five years or more prior to date of application to recommence.]:

- |                   |          |
|-------------------|----------|
| 1. Water Service: | \$525.00 |
| 2. Sewer Service: | \$650.00 |

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SECTION VI: The provisions of this resolution, including rate structure, shall be effective as of 12:01 a.m. upon the day following adoption hereof: PROVIDED THAT, any completed application meeting the qualifications for submission to the City and on file in the Office of the Clerk-treasurer prior to adoption of this resolution shall be processed under existing provisions.

SECTION VII: Resolution 580 shall be repealed as of the effective date of this resolution, subject to the continued efficacy of the rates as set forth in Section V: PROVIDED THAT, such repeal shall not effect any billing or obligation for services received prior to that date under the terms of that resolution.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, by the City Council of the City of McCleary, and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF McCLEARY:

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

ATTEST:

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

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APPROVED AS TO FORM:

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DANIEL O. GLENN, City Attorney

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

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

A RESOLUTION RELATING TO PUBLIC RECORDS,  
CONFIRMING THE DESIGNATION OF THE CLERK-  
TREASURER AS THE PUBLIC RECORDS OFFICER OF  
THE CITY & DESIGNATING FEES FOR PROVISION OF  
COPIES OF PUBLIC RECORDS.

R E C I T A L S:

1. In order to establish protocols for compliance with the provisions of the Public Records Act of this State, the Council and Mayor adopted Ordinance 646, now codified in Chapter 2.72 of the Municipal Code.

2. Pursuant to Section 13 of Ordinance 646, now codified as Section 2.72.130, it was made clear that any request for public records was to be submitted to the Office of the Clerk-treasurer upon such form as was issued by the Clerk-treasurer.

4. Since adoption and codification of that ordinance, advances in technology have changed not only the methods of storage and transmission of records, but also the methods by which individuals submit requests.

3. The Council wishes to reaffirm the designation of the Clerk-treasurer as the Public Records Officer for the General Government Divisions of the City and the requirement of the

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method to be used to submit a request, as well as to update its fee schedule for provision of requested documents.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: The duly appointed Clerk-treasurer of the City is confirmed as the public records officer of General Government Divisions of the City. All requests for public records relating to such divisions shall be submitted to that Officer upon such form as may be from time to time issued by that Officer: PROVIDED THAT, copies of police records and court records shall be requested from the Chief of Police or her or his designee and Court Clerk/Administrator, respectively.

SECTION II: The following fees shall be charged when copies of public records are requested:

- A. Audio tape recordings: \$10.00 per tape.
- B. Photocopies:
  - 8.5 x 11 or smaller: \$00.15 per page.
  - 8.5 x 14 \$00.20 per page.
  - 8.5 x 17 \$00.25 per page.
- C. Records provided by scanned transmission to the requester: \$00.10 per page.
- D. CD/DVD \$10.00 per disc.

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E. Large Format Maps & Plans \$3.50 per page if  
copied by City copier.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2013, by the City Council of the City of McCleary, and signed in  
authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_,  
2013.

CITY OF McCLEARY:

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

ATTEST:

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

APPROVED AS TO FORM:

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

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**03/25/2013**  
DC/le

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