



McCleary City Council

AGENDA

April 10, 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: Water Meter Purchase (Tab E)

New Business: Ogden Murphy Wallace Agreement (Tab F)
 Panic Alarm (Tab G)
 TCA Fire Station Agreement (Tab H)

Resolutions: Utility Service Abandonment (Tab I)

Ordinances: Utility Service Abandonment (Tab J)
 Zoning Amendment (Tab K)
 Professional Consultants – Fees (Tab L)

Vouchers

Mayor/Council Comments

Public Comment

Executive Session

Adjournment

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

Please Turn Off Cell Phones – Thank You

The City of McCleary is an equal opportunity provider and employer.
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, March 27, 2013

ROLL CALL AND FLAG SALUTE Councilmen Catterlin, Lant, Reed, Ator and Schiller.

ABSENT Councilman Ben Ator was absent. **It was moved by Councilman Lant, seconded by Councilman Schiller to excuse Ben Ator from the meeting. Motion Carried 4-0.**

STAFF PRESENT Present at the meeting were Dan Glenn, Wendy Collins, Nick Bird, George Crumb, and Randy Bunch.

PUBLIC COMMENT Jack Tipping from Onalaska spoke regarding the E-Verify program that is funded and used by Homeland Security. It is a database that is used by contractor's and others to avoid hiring undocumented workers.

 Terry Schrader is a carpenter from Rochester and also supports E-Verify. He stated it levels the playing field for contractors when bidding jobs, especially for the small business person.

 Dan Glenn asked the Council if they were in support of a program such as this, would they be in favor of the implementation for the bidder or the winning bidder. The Council would support it for any bidder in an effort to keep it fair for everyone.

 Bob Pringle is an 8-year resident of McCleary and spoke regarding the questionable activity at a neighbors house. Cars come and go at all hours of the day and night and he is concerned about what he can do to prevent what he believes to be illegal activity. People show up without anything in their possession and when they leave, they always have something with them. Kids come and go to this house. It's also close to the school where grade school kids walk by every day. He has found hypodermic needles on the ground and there is unsafe/unsecured metal sheeting on the garage that flaps in the wind and could end up injuring someone. Nick Bird said the City can check into unsafe conditions on this property.

 Janice and Jerry Montgomery from Winlock also came to speak in support of E-Verify. They are hoping the City will begin using it for all future contract bids.

MINUTES APPROVED **It was moved by Councilman Lant, seconded by Councilmen Reed to approve the minutes from the March 6, 2013 meeting. Motion Carried 4-0.**

MAYOR'S COMMENTS Mayor Dent asked the Council to consider reappointing Dustin Richey to the Civil Service Commission.

CIVIL SERVICE APPOINTMENT **It was moved by Councilman Lant, seconded by Councilman Catterlin to reappoint Dustin Richey to the two-year term of Position #4 for the McCleary Civil Service Commission. Motion Carried 4-0.**

INSURANCE PARTIAL
ASSIGNMENT & RELEASE FOR
FRAUD CLAIM The City received a partial assignment and release from National Union Fire Ins. Co. for the Ardyce Taylor fraud case. The City submitted a notarized Proof of Loss alleging loss due to employee dishonesty in the amount of \$383,185. The insurance company has agreed to make a partial payment based upon covered loss in the amount of \$57,875.56 which represents payment for \$67,875.56 after application of the \$10,000 deductible. Approximately \$15,065 will be used to pay the State Auditor's Office for their investigation cost. **It was moved by Councilman Lant, seconded by Councilman Reed to authorize the Mayor to sign the partial assignment and release for the amount of \$57,875.56. Motion Carried 4-0.**

COBAIN AGREEMENT	Glenn and Peggy Cobain filed a claim against the City because of billing errors and the high cost of past tenant bills that were left on their rental home. The totals were in excess of \$4,000. To settle this matter and move on, the City Attorney has drafted an agreement offering the Cobain's to pay \$2,000 to satisfy the outstanding balance on their account and to remove any potential litigation regarding this matter. Glenn Cobain paid \$2,000 on March 26. It was moved by Councilman Lant, seconded by Councilman Schiller to authorize the Mayor to sign the Agreement with the Cobain's. Motion Carried 4-0.
CITY ATTORNEY REPORT	Mr. Glenn has provided a report for the Council and welcomes any questions.
DIRECTOR OF PUBLIC WORKS REPORT	Nick Bird reviewed both reports mentioned by Terri Franklin at a previous meeting regarding the Wilcat Creek Aquifer Study. She wanted to know why the City did not follow the recommendations from the reports. Mayor Dent pointed out a comment in Mr. Bird's report, which states that after checking with the Department of Health, it is their understanding that no one public agency in the State of Washington has gone through the program outlined in the report. The introduction of one of the Chapters included the statement, "All such programs require detailed applications, considerable funding, and appear to be more complicated than needed for present management of the Wildcat Creek Aquifer." The Mayor added that McCleary's is not a single aquifer.
COUNCIL ELECTRONICS	The Council agreed to the Wi Fi only option for the council packet I-pads with the start up cost of \$5,200.00.
SNOW & ICE CONTROL POLICY	It was moved by Councilman Catterlin, seconded by Councilman Schiller to authorize staff to implement the Snow and Ice Control Policy in accordance with Ordinance 779. Motion Carried 4-0.
SURPLUS TRANSFORMER DISPOSAL	Staff recommends utilizing Transformer Technologies for the PCB contaminated transformers and T&R for disposing the surplus transformers. It was moved by Councilman Lant, seconded by Councilman Reed to approve disposing of surplus materials as recommended by staff with the City receiving payment in the amount of \$3,320. Motion Carried 4-0.
4kV TRANSFORMER PROCUREMENT	After advertising for bids, three bids were received on time and were significantly higher than the estimated amount. One bid came in late and another vendor asked for an extension and was denied. Due to the bids being too high, staff recommends re-advertising for bids. It was moved by Councilman Lant, seconded by Councilman Schiller to reject all bids and have staff re-advertise the material procurement package. Motion Carried 4-0.
MICROSOFT PURCHASE AGREEMENT	In order to purchase Microsoft products through the Department of Enterprise Services, the City needs to execute an agreement. It was moved by Councilman Catterlin, seconded by Councilman Reed to authorize the Microsoft Purchase Agreement with DES. Motion Carried 4-0.
POWER RATES INFORMATION	Information regarding power rate increases from BPA are included in the packet for Council's review. No action required.
ZONING AMENDMENT	The Public Hearing was held on March 6, 2013 and no one attended the meeting. Mayor Dent expressed he did not want yards of lumber to be in the downtown area. The Council needs to decide whether to hold another public hearing or move forward and accept the Hearing Examiner, Mr. Aaland's, recommendation. It was moved by Councilman Lant, seconded by Councilman Catterlin to move forward with the zoning amendment and schedule the Ordinance for the next meeting.
WATER METER PURCHASE	Tabled until the next meeting.

RESOLUTION NO. 654 SOLE
SOURCE WATER METERS

The City budgeted to replace 50 water meters in 2013. The meters are supplied by only one vendor. Staff is requesting Council to authorize the purchase of the meters by one specific vendor since there are no other options. **It was moved by Councilman Catterlin, seconded by Councilman Schiller to adopt Resolution No. 654 authorizing sole source acquisition of certain meter reading equipment, making findings in relation thereto, directing certain actions by the Director of Public Works, and reserving the authority to make the final purchase decision in relation thereto. Resolution Adopted 4-0.**

LUSCOMBE UNDERGROUND
REPLACEMENT

Ten underground faults need to be replaced because they are past their life expectancy in the area of McConkey and Luscombe Streets. **It was moved by Councilman Schiller, seconded by Councilman Lant to authorize Elcon to complete the scope of work identified by staff for a cost not to exceed \$1,300.00. Motion Carried 4-0.**

COPIERS NORTHWEST

The City's copier agreement expires at the end of the month. The City received a bid for a replacement copier at a lower price. **It was moved by Councilman Lant, seconded by Councilman Reed to authorize the proposed 60-month program agreement, maintenance agreement, and non-appropriation addendum with Copiers Northwest. Motion Carried 4-0.**

UTILITY SERVICE
ABANDONMENT

Tabled until the next meeting.

EXECUTIVE SESSION

None.

PUBLIC COMMENT

None.

APPROVAL OF VOUCHERS

Payroll vouchers/checks approved were 35896-35987 including EFT's in the amount of \$156,804.96 and 36042-36142 including EFT's in the amount of \$67,087.27.

Accounts Payable vouchers/checks approved were 36143-36214 including EFT's in the amount of \$258,596.63.

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

MEETING ADJOURNED

It was moved by Councilman Lant, seconded by Councilman Reed to adjourn the meeting at 8:07 PM. The next meeting will be April 10, 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: April 5, 2013
RE: LEGAL ACTIVITIES as of APRIL 10, 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. **CONNECTION FEE RESOLUTION & ORDINANCE**: Pursuant to your request, Mr. Bird and Mr. Baun reviewed alternative terms which could be applied to a connection not utilized for five years or more. They have suggested the work "closed." Thus, you have modified drafts of both documents utilizing that term.

2. **OGDEN-MURPHY PROFESSIONAL SERVICES CONTRACT**: This contract draft is one which, if approved by you, will allow the City to use the professional services of Mr. Snyder's firm in the event that a project is proposed on the recently acquired industrial land which would require services by the Mayor and Council beyond the scope of myself to provide. It is my recommendation the contract's execution be authorized. The anticipation is that any costs incurred will be required to be reimbursed by the applicant.

It should be noted the Council will be requested to authorize any actual services prior to commencement of that actual performance.

3. **FIRE STATION CONSULTANT CONTRACT**: Pursuant to your authorization, Mr. Bird has carried forth discussions with the firm chosen by Ms. Nutley in 2009. The goal was to provide to you an updated proposal for possible services. Thanks to the work done by Mr. Nott in analyzing possible sites, a major task of the initial proposal has been removed. However, it is my understanding the budget remains at the same level.

MEMORANDUM - 1

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

At this stage, you face an operational and fiscal conundrum very similar to that the Council and Mayor faced in 2009. That is the issue of the funding source to do the actual project. Whereas in 2009 the anticipated source of funding was housing construction, today it is likely the possibility of a major industrial project with associated construction. However, as was true in 2009, there is no certainty of when or whether. Thus, you are faced with at least two possible choices at this time:

1. Authorize the design study to go forward although the funding source, possible impacts upon the nature of the analysis resulting if the possible industrial project is carried out, and the timing of the direct need are uncertain. (The moneys provided by the developer which aided in the purchase of the site were only a percentage of the anticipated costs and were determined by the Hearing Examiner under the impact fee analysis.)

2. Put the matter of the consultant services contract on hold until the possible funding sources, including impact fees from other projects in that area, are more clear. In the interim, the Council and Mayor could request the Fire Department to undertake an internal review, inventory, and projection of their anticipated needs. Thus this information would be available when the additional funding sources are identified and allow the design study to move along more quickly.

The choice of the second alternative would certainly disappoint the firm. However, in my non-legal opinion, it would likely lead both to a better use of the City's limited funds and the provision to the consultant of a better defined framework of the City's actual needs when that phase of the project moves forward.

4. **WATER METER ACOUISITION**: At the last session, you adopted a resolution authorizing the sole source request for proposals to provide additional water meters for the system. It is my understanding, pursuant to that authorization, there will be a proposal submitted to you this evening for review and action.

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: April 4, 2013
Re: Current Non-Agenda Activity

Well 2 & 3 Project

Work will begin on Monday April 8, with the Motor Control Center (MCC) scheduled to arrive on April 10. At this time, everything is in order for the Contractor to hit the ground running next week. As previously indicated, we are still hopeful that the treatment facility will be online in mid-May, presuming there are no issues with startup activities.

4kV Substation

DGA results were provided on April 3. The results have significantly climbed again for the transformer of concern, roughly to the levels observed in September 2012. The unit is solidly in "Condition 3" with Condition 1 being the best and Condition 4 being the worst. We will continue to monitor the transformer regularly until it is replaced. Fortunately the notification for the replacement transformer proposal was distributed today. We will receive bids on April 18 and hopefully present them to you for consideration on April 24.

Transformer Surplus

At our last meeting we discussed presenting an additional four transformers to you for surplus so that we could dispose of all surplus transformers with one trip. Paul and I discussed the topic the morning after our meeting and determined we would be constantly chasing our tail if we were to try and push the next 4 transformers into the disposal package. By the time we have the public hearing, we are going to have a few more transformers for the list, then the following week we will likely have a few more, on again through the rest of summer. As such, with the workload planned for the next few months, we anticipate having another truck load by the end of summer, which will necessitate yet another public hearing for surplus. Rather than chase our tail, we know we will be getting rid of these at the end of summer, so we have elected to save the publication fee for later this summer.

Ecology Grant/Loan Program

The Legislative Session is scheduled until approximately the end of April. No indications have been provided yet that point to the legislature pulling any of the Water Quality Funding. Around the first part of July, the State will issue the final offer list and provide funding letters. After we have been provided with formal notification, we will coordinate with the state to establish the funding agreement.

Wildcat Creek Aquifer Study's

After last meetings non-agenda staff report was prepared I had a conversation with Ms. Franklin regarding the referenced recommendation. The recommendation that she was referencing was actually from the Hart Crowser report written in 1994. Both documents written in 2008 referenced this report and neither chose to extend the recommendation, as was done with other recommendations from the Hart Crowser report. A copy of the recommendation is provided following this report. After reading the recommendation, it appears that the recommendation was made as a political move to “give the aquifer publicity and raise the level of awareness concerning the vulnerability of the aquifer”. The goal of the recommendation, specifically increasing public awareness, has been provided throughout the last five to ten years through the water system plan update, the Jim Arthur / Pacific Groundwater Group report, the Hart Crowser report, the moratorium enacted by the County, the Joint Aquifer Management Agreement between the City and County, installation of signs identifying the well head protection area, completion of the well head protection plan, and owner notification of properties identified as properties of concern within the well head protection area. It is our opinion that these activities are much more beneficial in “giving publicity and increasing awareness” instead of applying for sole source designation through EPA.

2nd Street Intersection

Sometimes things happen for a reason. On March 28, at the Council of Governments (COG) meeting, I was informed that the Statewide Transportation Program (STP) provided by the Department of Transportation was undergoing major changes. In short, the COG has to obligate \$2.2 million by June 1 or risk losing the money from the program. This money can only be used on certain roadways throughout the state. We have three such roadways where this funding can be used; 3rd Street, Simpson Avenue, and Summit Road.

Todd and I attended the STP technical committee meeting on April 3 where the discussion of how to distribute that money was completed. The original approach was to use it for paving projects in rural locations where there was no sidewalks, as this work can be completed easily through the state and federal process. During the discussion, the committee thought it prudent to use some of this money for Preliminary Engineering (design and environmental work) to prepare projects for additional funding opportunities (Safe Routes To School, Transportation Improvement Board, STP, etc.). By completing design work prior to going after construction funding it really increases the “readiness to proceed” approach that all funding agencies are focusing on in today’s world.

As a result of the April 3 meeting, we will be receiving a \$237,000 grant (through the STP program), requiring a \$37,000 local match for designing the improvements for two projects identified on our STIP; the 2nd St. Intersection and 3rd St. improvements from the intersection down to Oak St. These two segments were chosen because of the existing

deficiencies at the two intersections on 3rd St. and because it these improvements are on a functionally classified roadway.

Please note that in order to receive this money, it must be “obligated” by the State and Feds well before June 1. In a perfect world, I will have the Local Agency Agreement to you later this month, so that we can submit the document to the State for State and Federal approval. Also note, that obligating the money does not necessitate that it be spent immediately. We envision probably six to ten months for design and environmental, which means that we will likely go to construction in early 2015.

As this local match is unbudgeted and the street fund will have a difficult time absorbing the impact, I will likely be asking the Mayor and Council to consider using reserves to assist with this seed money.

If you would like more information on the program or the details that are still emerging, please let me know and I can inundate you with paper!

State Transportation Improvement Program (STIP)

It’s getting close to that time of year again. We will need to set a hearing date for the annual STIP update. As the STIP document is required to be submitted by July 1, I would suggest that we set the STIP Hearing for the first meeting in June or the last meeting in May. Either way will work for us, just let us know what you prefer!

Council Tablets

After the vote last week, we proceeded with ordering the tablets. We have received the tablets and will be setting them up along with the wireless network next week. We will also be ordering cases and screen protectors next week. Please stop by when you have a moment so that we can determine what case you would prefer.

Staff Report

To: Mayor Dent
From: George M. Crumb, Chief of Police
Date: April 4, 2013.
RE: For April 10, 2013 Council Meeting

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:

*636 incident histories reported as of: 040413 / 1648 hours.

- | | |
|--------------------------------------|--------------------------------------|
| -Speeding | -Traffic Offense/Reckless |
| -DWLS | -Found/Lost Property Reports |
| -Speeding in School Zone | -Motorist Assist/Citizen Assist |
| -Burglary | -Theft Reports |
| -Fire Response's | -Death, report |
| -Disorderly Conduct/Obstructing | -Juvenile Problems/Run-a-way/missing |
| -Traffic Stop's (from 020713) | -Malicious Mischief |
| -Harassment | -Warrant Arrests/Search Warrant |
| -Weapons Offense | -911 Open Line or Hang Up |
| -Agency Assist's (& Public Works x3) | -Domestic Violence |
| -Drug Incidents (1 OD) | -Citizen dispute/Civil |
| -Animal Complaints | -D.U.I. |
| -Curfew Violations | -Audible Alarm |
| -Traffic Hazard Reports | -Subject Stop |
| -Welfare Checks | -Traffic Accident |
| -Trespass (Criminal) | -Noise Complaints |
| -Suspicious Person/Vehicle | -Fraud |
| -Police Information or Referrals | -Sex Offense |
| -Alcohol Offense | -Parking Complaint |
| -Suicide Attempt | -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: Colin Mercer 
Date: April 1, 2013
Re: March Building Department

Activities

- Submit copies of permits issued to Grays Harbor County Assessor's Office.
- McCleary School playshed steel structure has been erected and metal roofing and siding is in progress.
- The Beehive Harmony House is in the framing and rough in stage.
- High Definition Homes 1562 N. 5th St. in the completion stage.
- AT&T has submitted plans for more alteration to the tower at the West end of Larson Road.

Nuisance Issues in Progress

- Two of the junk vehicles in city alley behind Beck Street have been removed, the property owner is working with the Police Chief to get the RV removed shortly.
- Notified Wells Fargo about conditions at 1515 N. 5th Street.
- Building Department has been contacted by a contractor regarding the red tagged garage at 415 S. Main Street.
- Sent four letters to residents that do not have their street address posted.

Nuisances Resolved

- Unsightly conditions at 1515 N. 5th Street have been taken care of by Wells Fargo.

Comments:

Conservation program has had two window permits issued, one heat pump conversion permit issued and interest in a commercial lighting project.

Simpson Door has completed a conservation project to install a new compressed air dryer.

Building Department Activity

ACTIVITY	MONTHLY TOTALS	YEAR TO DATE TOTALS	ACTIVITY EXPLANATION
Customer Service	57	170	Answer building department related questions in person or by phone, meeting with potential applicants.
Building Permits Issued	2	8	Remodels, new construction & additions, both residential and commercial.
Plan Reviews Performed	0	3	Reviewing plans for building code and municipal code compliance.
Inspections Performed	10	51	Field inspections, writing of corrections or approving work.
Finals or Certificates of Occupancies	0	1	Performing of the final inspection & issuing of certificate of occupancy allowing use of the structure.
Complaints Received	0	2	Investigate and address citizen or staff reported issues, obtain resolution or acceptable compromise.
Nuisance Letters Sent	7	11	Formal notice from the City informing citizens of violations and providing expectation of the City for compliance.
Lemay's Garbage Letters Sent	1	16	Formal notice from City after notification from Lemay that service has been stopped.
Building Department Revenue	\$674	\$1631.84	Funds generated by the Building Department from permits, inspections, reviews etc.

Conservation Program

Month	Applications Received	Conservation Permits Issued	Rebates Paid This Month	Total Rebates Paid To Date
February	1	1	\$0.00	\$7655.70
March	3	3	1500.00	\$9155.70

Lemay's Garbage Compliance

Number of letters sent to Tenants	Number of letters sent to Owners	Second notices sent to Tenants	Second notices sent to Owners
3	13	0	0
Active Accounts	Pending	Stopped Service	Un-Occupied
92	0	20	16

STAFF REPORT

To: Mayor Dent

From: Colin Mercer Webmaster 

Date: April 1, 2013

Re: March Website & Help Desk

Re-Occurring Website Activities

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

New Website Activity

- Changed the Municipal Code of the Month to Utility Meter Access.
- Posted Spring Clean Up Date on the calendar and the “Public Notice” section of the Home Page.
- Added energy conservation tips to the Conservation Page.
- Updated the Conservation Registered Contractors List.
- Added Kevin Trehwella to the WWTP page and the Organization Chart.
- Removed Mark Reed Hospital from the Helpful Links page.
- Posted Seasonal Laborer positions for L&P and Public Works.

Additional Tasks

- Coordinate the Hold Up Alarm System quote.
- Created a new PDF Employment Application for the website, so applicants may complete the application online and print it.
- Coordinate the new copier proposal with Copier Northwest.

Help Desk Activity

Month	Number of Incidents Reported	Staff Reported / Closed / Open	Citizen Reported / Closed / Open
December	15	3 / 17 / 22	12 / 10 / 13
January	5	5 / 1 / 26	0 / 0 / 13
February	15	5 / 11 / 20	10 / 7 / 16
March	4	2 / 2 / 20	2 / 8 / 10

Website Comments:

None this month

Website Traffic **March 1, 2013 through March 31, 2013 (Top visited pages shown only)**

Section	Page Views	Percent of Total
Default Home Page	3923	34.99%
Events Calendar	964	8.6%
Agendas and Minutes	478	4.26%
Conservation Program	315	2.81%
City Jobs	302	2.69%
Mayor and Council	301	2.68%
City Departments	288	2.57%
Utilities	281	2.51%
Police	197	1.76%
Public Facilities	168	1.5%
Municipal Code	153	1.36%
Administration	142	1.27%
Planning Department	141	1.26%
Water / Wastewater	137	1.22%
FAQ's Page	128	1.14%
Search Results	126	1.12%
Light & Power	115	1.03%
Helpful Links	109	0.97%
Code, Ordinances & Standards	103	0.92%
2008-13 Budget	103	0.92%
Fire	98	0.87%
City Photos	97	0.87%
Bear Festival	95	0.85%
Chamber of Commerce	95	0.85%
Previous Years Council Minutes	79	0.7%
Development Services / Building	79	0.7%
Municipal Court	71	0.63%
Tell Us What You Think!	67	0.6%
Home Page	58	0.52%
Conservation Data Page	58	0.52%
Interlocal Agreements	53	0.47%
Previous Years Council Agendas	49	0.44%
Title 17 Zoning	45	0.4%
Bear Festival Photos	43	0.38%
Title 13 Public Services	35	0.31%
Flood Photos 2009	33	0.29%
65th Anniversary Photos	32	0.29%
Title 2 Administration and Personnel	29	0.26%

To: Mayor Dent

From: Kevin Trewhella, Water/ Wastewater Plant Manager

Month: March, 2013

Re: Monthly Report

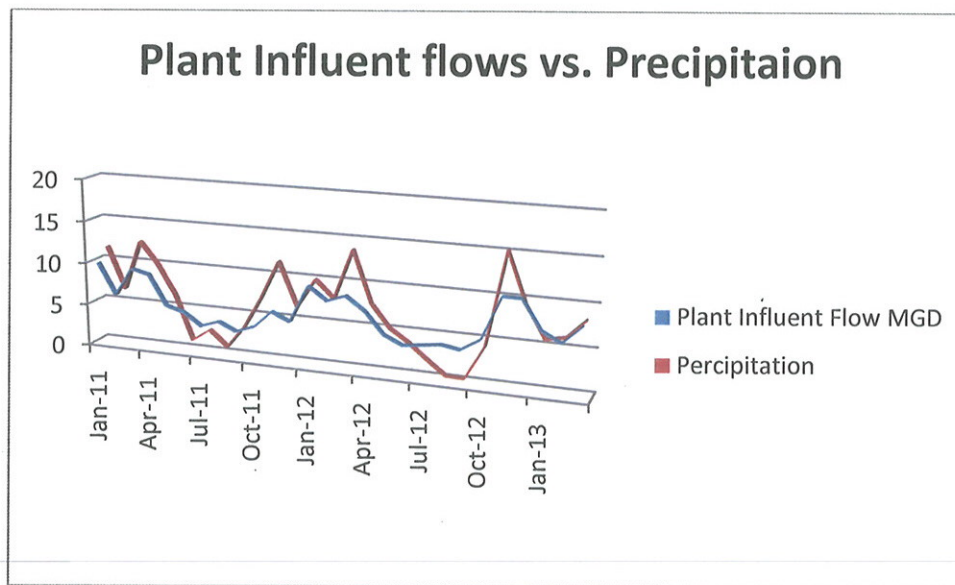
March Totals: Water; 5.244 million gallons

Average daily production; 169,000 gallons

Precipitation; 8.23 inches

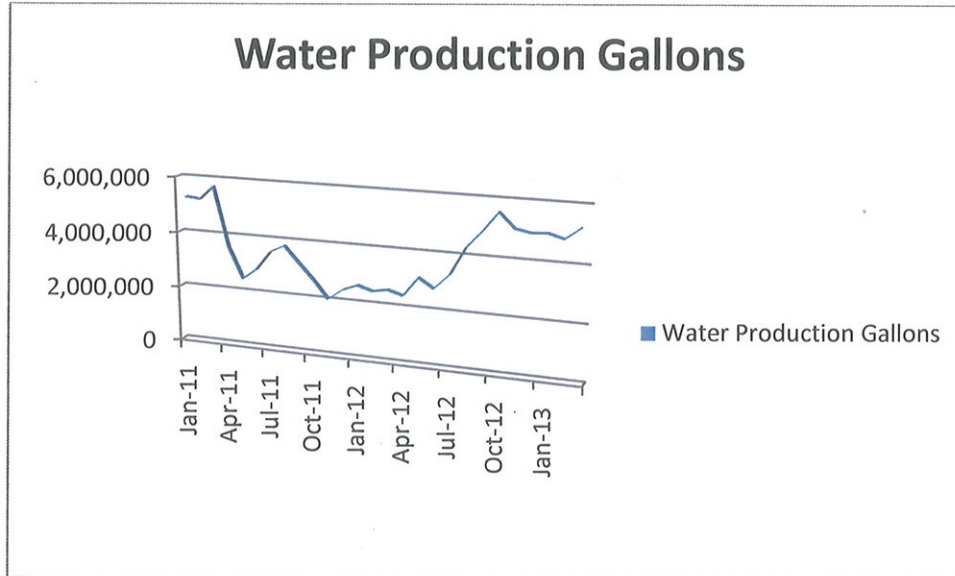
Biosolids; 1.66 dry tons

This first chart shows the correlation between The Influent flows and the amount of Precipitation since January of 2011. As you can see as rainfall increases so does the flow to the WWTP.

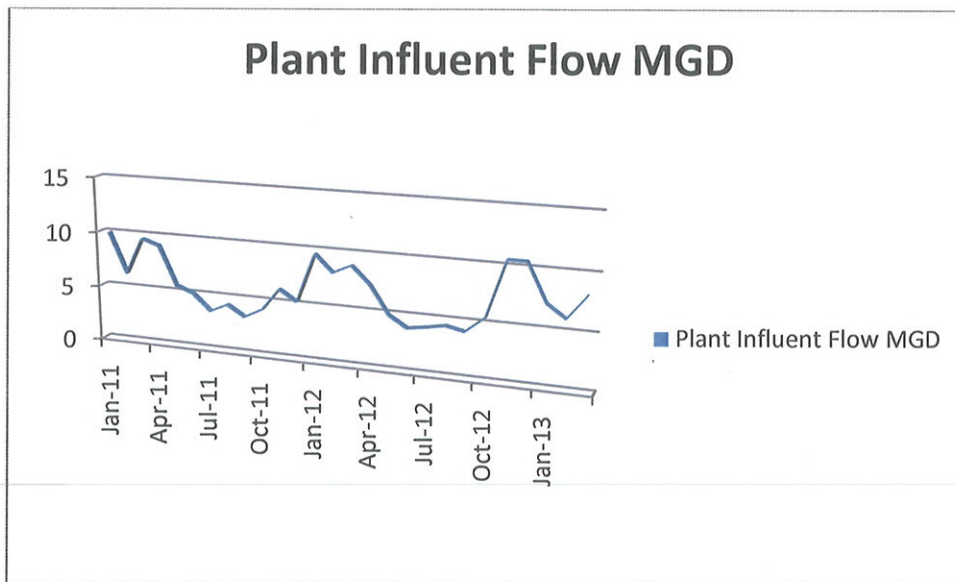


Anything we can do to alter the effects of groundwater infiltration would greatly improve the capacity of the treatment plant.

This next Chart shows our water production since January of 2011.



This Chart shows the changes in wastewater flows since January of 2011.



STAFF REPORT

To: Mayor Dent
From: Todd Baun, Public Facilities Manager
Date: April 5, 2013
Re: March Report

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.
- Mowing season has started. We have been mowing the parks, cemetery and community center.
- We have fixed 3 water leaks on our system. One leak was at 3rd and Mommsen, the second was in the alley between Fir and Maple, and the last was at the entrance to the wells on Summit Road.
- Hydrant flushing will be the week of April 15th. While flushing we inspected and performed needed maintenance on half of our 117 hydrants and blow-offs in our system.
- We have completed our valve exercising program. We are now finding and placing valve houses on the “lost” valves in our system.
- We have finished inspecting sewer manholes. We have located Inflow and Infiltration (I&I) problems. Our next step is to camera the lines that are producing the I&I and then repair the problem.
- I have aerated and fertilized the park, cemetery, and community center.
- We have been grading and placing rock on some shoulders in town.
- I’m waiting for a good stretch of weather to get hot mix asphalt and repair some of our temporary patches we have from this last winter.
- City wide clean up will be April 27th.
- 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

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: April 4, 2013
Re: Water Meter Purchase

In our excitement to check things off the list last week, we omitted the actual approval of the water meter purchase. Upon reviewing the adopted sole source resolution, Section III states that Council must take formal action to authorize the purchase of the materials. As such, we are requesting that Council authorize the attached Purchase Order #12268.

Action Requested:

Please consider authorizing Purchase Order #12268 to Ferguson Waterworks in the amount of \$8,048.70.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: April 4, 2013
Re: Ogden Murphy Wallace Agreement

You may recognize the company name, as we utilize OMW as our labor counsel. This agreement is to bring OMW on board as our development services counsel.

This agreement fell off of the table a while back, in part because we presumed that fees would be mounting up that the City would be responsible for. After a discussion with Scott, it is my understanding that the City will not be billed until development occurs and that all outstanding fees would be rolled into that pass-through billing approach.

Not to be pessimistic, but could not find any language that closely resembles that approach in the agreement. We do have a few holes in our development code that OMW will be focusing on that are “necessary evils” and need to be addressed. I am sure that all work done in preparation, even if the development does not occur, will be beneficial for the City in the long run.

Staff Recommendation:

Staff values the recommendations from OMW and believes they can be a vital asset to our community, but they do come with a large price tag.

Action Requested:

Please consider authorizing the agreement between Ogden Murphy Wallace, PLLC and the City of McCleary.

COPY

OGDEN
MURPHY
WALLACE
ATTORNEYS

OGDEN MURPHY WALLACE, PLLC
901 FIFTH AVENUE, SUITE 3500
SEATTLE, WA 98164-2008

T 206.447.7000
F 206.447.0215

OMWLAW.COM

W. Scott Snyder
ssnyder@omwlaw.com

February 5, 2013

Mayor D. Gary Dent
CITY OF McCLEARY
100 South 3rd Street
McCleary WA 98557

RE: Steel Plant

Dear Mayor Dent:

This letter will set forth the terms of our engagement to assist you in matters relating to the siting of a steel plant in McCleary, including ordinance review, drafting and negotiation, as directed. We are also available for City Council and Planning Commission meetings, as directed.

Our services to the City would be billed at the rate of \$250 an hour for my services, \$190 an hour for associates. As we have discussed, services billed pursuant to a development agreement and charged to the developer will be billed at a rate equivalent to those charged in Seattle and Portland for land use projects of this significance: \$375 per hour for Wayne Tanaka and me, and \$250 for associates as needed.

Legal Fees

Whenever it is appropriate, we will use associate attorneys, law clerks or legal assistants in our office to keep your costs as low as possible. As supervising attorney, I will be responsible for seeing that the work is carried out in an efficient and economical manner. I may be assisted by other attorneys, paralegals and legal assistants in our office. They are all bound to you by the same duties of loyalty and confidentiality that bind me.

We will bill you on a regular basis, normally each month, for all the time spent on your project and for other costs incurred relating to our work or on your behalf. The activities for which our time will be billed will include: conference time, whether in person or on the telephone; document preparation and revision; negotiations; correspondence; staff or attorney supervision; factual and legal research and analysis; and other matters directly pertinent to and related to your business and/or litigation matters handled by our firm. Some of our costs include an allocation for administrative services that is shared among the firm's clients. Typical of the costs for which you will be billed would be: filing fees; delivery fees; computer assisted legal research; copying;

charges of outside experts and consultants. Travel time will not be charged, but there will be a four (4) hour minimum for meetings on site.

Trust Deposits

Should the developer deposit funds in our trust account, as opposed to the City, the following rule will apply. By court rule in Washington, funds deposited to a trust account are subject to IOLTA participation in a pooled trust account. The exception is when the deposit is large enough to earn interest in excess of bank and administrative costs, and you request that it be held in a separate account, in which case the interest earned will be added to the deposit for your benefit and will be taxable income to you. IOLTA funds are used to support law-related charitable and educational activities.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. Upon such action, all fees and expenses incurred before the termination are due to the firm. If such termination occurs, your original papers will be returned to you promptly upon receipt of payment for outstanding fees and costs. If you wish to have a copy of your file at the conclusion of our representation, we will provide it to you at the current copy rate per page then in effect at this firm.

Estimates

You or the developer may, from time to time, ask us for estimates of our fees and expenses either in whole or in part. We are hesitant to give estimates because of their potential inaccuracy. However, if you require it, and if we do provide you with such estimates, they will be based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. We cannot guarantee that the actual fees and expenses will be at or below the estimates because of factors outside the control of the firm.

Dispute Resolution

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's managing member, Donald W. Black. Typically such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. The Washington State Bar Association has a Fee Arbitration Board to assist in the settlement of any fee disputes. Any disputes relating to the terms of engagement or the amount of legal fees related thereto, will be submitted to the Fee Arbitration Board of the Washington State Bar Association for arbitration and prompt resolution, according to its then-effective rules, and Ogden Murphy Wallace and you agree to be bound by the results of such arbitration. In the

Mayor D. Gary Dent
February 5, 2013
Page 3

event of non-payment such that we have to pursue collection of your account, you agree to pay the costs of collecting the debt, including court costs and fees, and a reasonable attorney's fee.

Withdrawal

We reserve the right to withdraw from representing you for any reason allowed by law, including, without limitation, failure to timely pay our fees in accordance with this Agreement.

Disclaimer

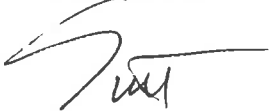
You acknowledge that we have made no guarantees regarding the disposition, outcome, or results of your legal or business matters, and all expressions we have made relevant thereto are only our opinions as lawyers based upon the information available to us at the time.

Selection of Ogden Murphy Wallace, P.L.L.C.

Thank you again for selecting our firm. Please sign a copy of this letter within the next week and return it to our office.

Very truly yours,

OGDEN MURPHY WALLACE, P.L.L.C.



W. Scott Snyder

WSS/gjz

cc: Daniel Glenn, McCleary City Attorney
Trevor W. Varnes, Executive Director
Donald W. Black, Managing Member
Wayne D. Tanaka

I HEREBY ACCEPT THE ABOVE TERMS AND CONDITIONS.

CITY OF McCLEARY

Dated: _____

Mayor D. Gary Dent

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: April 4, 2013
Re: Panic Alarm

The front office has requested to have a panic alarm system installed in the front office, with four bracelets and a static button to activate the alarm. We have worked with Allied Fire and Security to establish the baseline costs which includes the installation and equipment for the security components, installation of a dedicated power outlet (by others), installation of a dedicated phone line (by others), and cleanup of the network components near the installation location (by others). The current cost of all of this work is \$3,171.71, as shown on the attached spreadsheet. The budgeted amount appears to be \$1,125.00.

The monitoring cost with Allied Fire and Security is \$30.00 per month with a three year agreement. The monthly cost can be reduced if we extend the agreement. Additional monthly costs may be necessary to facilitate the dedicated phone line required for the system. At the time of preparing this report, we are uncertain if this is a new additive cost or if it is an old line that can be decommissioned for this purpose. Additional details will be provided at the meeting.

We are also coordinating with three other security companies to provide a quote for materials and installation of the security equipment. This information will also be provided at the meeting.

At this time we wanted to present the material that we currently have for your consideration.

Staff Recommendation:

Staff is concerned that personal safety can be easily compromised. As US Defense Secretary Chuck Hagel recently said about the current North Korea scenario, "You only need to be wrong once".

Action Requested:

A formal recommendation will be provided at the meeting.

City Hall Alarm Project

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

Eastern Washington & Northern Idaho
 425 W Second Ave. Spokane, WA 99201
 Phone: 509-624-3152 Fax: 509-624-6909

Western Washington
 3051 East Valley Road Renton, WA 98057
 Phone: 425-988-6500 Fax: 425-988-6501

Oregon and Southwest Washington
 530 NE Couch St. Portland, OR 97232
 Phone: 503-281-1177 Fax: 503-288-1539

Subscriber: McCleary WA, City of Wendy Collins	Billing Address: 100 South 3rd Street McCleary, WA 98557
Site Address: 100 South 3rd Street McCleary, WA 98557	Phone: 360-495-3667
Phone: 360-495-3667	
Email:	

Quoted By: Anjie Rowland **Quote #:** ALLQ18870-A **Date:** 03/26/13

Qty	Description	Price	Extended	Location(s)
1	8 ZONE CONTROL PANEL, EXPANDABLE TO 48 ZONES			
1	FIXED-ENGLISH LCD KEYPAD			
1	TRANSMITTER, HOLD-UP SWITCH			
4	Braclett panic			
1	ADEMCO 5881ENL WIRELESS RECEIVER			
SubTotal Equipment			\$725.93	
Device Trim Labor - Seattle				
Roughin Labor - Seattle				

Qty	Description	Price	Extended	Location(s)
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Travel Labor - Seattle

Qty	Description	Price	Extended	Location(s)
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Programming & Testing Labor - Seattle

Qty	Description	Price	Extended	Location(s)
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Permit fees

Qty	Description	Price	Extended	Location(s)
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SubTotal Misc/Labor \$950.00

Installation Summary

Monitoring Services

System Installation:

Any applicable taxes will be added at time of invoice.

Monitoring Services:

FA168CP Digital Communicator

Total Due:

\$1,675.93

Total Monthly Charge: \$ 30

SEE ALL PAGES OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS OF THIS SALE WHICH ARE A PART OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THE CONTRACT AT TIME OF EXECUTION.

SALES AGREEMENT TERMS AND CONDITIONS

1. **TAXES AND FEES (Lease):** Lessee shall pay all taxes, license and registration fees, assessments, and any penalties or interest thereon, levied on the leased property, its use, or relating to the Lease, but Lessee shall not be responsible for payment of franchise taxes and taxes computed on the income of Lessor. Lessee shall file all returns required therefore, and furnish copies thereof to Lessor. Lessor will cooperate with Lessee and furnish Lessee with any information available to Lessor in connection with Lessee's obligation under this paragraph
2. **COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF ALLIED:** ALLIED shall instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software which shall remain the sole personal property of ALLIED and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by ALLIED. Communication software is part of the instrument panel programmed to transmit a signal. Passcode to CPU software remains property of ALLIED. Provided Subscriber performs this agreement for the full term thereof, upon termination ALLIED shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code
3. **ALTERATION OF PREMISES FOR INSTALLATION:** ALLIED is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ALLIED's sole discretion for the installation and service of the security system, and ALLIED shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the system under the terms of this agreement.
4. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ALLIED.
5. **SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ALLIED for any fines relating to permits or false alarms. ALLIED shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire or police department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire or police response by the police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ALLIED be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALLIED for such service or material.
6. **LIEN LAW:** ALLIED or any subcontractor engaged by ALLIED to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.
7. **BUYER'S CARE OF EQUIPMENT: REPAIRS AND ADDITIONS:** Buyer agrees not to tamper with, remove or otherwise interfere with the system. The equipment shall remain in the same location as installed and Buyer agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by ALLIED without additional charge. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.
8. **SERVICES:** Allied has designed a system(s) for the Customer whose signature appears below (hereafter, "Customer"). That system is described in the Proposal and Sales Agreement ("Proposal") (number noted above) executed along with this Sales and Service Agreement ("Agreement"). The terms of that Proposal are hereby made a part of this Agreement. Customer's signature indicates that Customer has approved the system as designed and described. Allied shall install, service, and warranty the system as described in the Proposal. **FUTURE PURCHASES WILL BE DONE PURSUANT TO A WRITTEN PURCHASE ORDER. THE TERMS OF THIS SALES AND SERVICE AGREEMENT SHALL APPLY TO ALL FUTURE PURCHASE ORDERS.**
9. **INSTALLATION CHARGES:** Customer agrees to pay ALLIED, its agents or assigns, the installation charge and, if applicable, the maintenance, monitoring, and/or lease charge, all as listed in the Proposal. Payment is subject to the terms and conditions set out in the Proposal, this Agreement, the Maintenance & Inspection Agreement, and/or the Monitoring Agreement.

ACCEPTED BY: (Please type or print except where otherwise indicated.) By signature below, customer understands that they are granting Allied Fire & Security a security interest in the equipment specified hereon, until balance due is paid in full.

Purchaser:

Allied Fire & Security

Authorized
Signature: _____

Authorized Signature: _____

Name, Title: _____

Name, Title: _____

Date: _____

Date: _____

10. **INSTALLATION, MAINTENANCE, SERVICE:** Customer hereby authorizes and empowers Allied to perform or cause to be performed the work necessary to fulfill the terms of this agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on Customer's premises. Such work shall be performed in a workmanlike manner in accordance with ALLIED'S standard practices and shall be completed in accordance with a mutually agreed upon schedule (based upon coverage between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays). Service performed outside the Hours of Operation, or as result of the failure of the Customer or its agents to adhere to the manufacturer's requirements, or that is outside the scope of this Agreement, shall be chargeable at ALLIED'S prevailing rates. The obligation of Allied to provide service related to the maintenance of the system pertains solely to the items specified in the Proposal and any attachments thereto. Allied is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or any third party attached to ALLIED equipment sold or leased pursuant to this Agreement, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of Allied systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. Allied will provide service coverage in accordance with the terms listed in the Proposal and defined under "Plan Options & Investment," but only while the equipment is located on the premises upon which it was installed. The Maintenance Agreement entered along with this Agreement sets forth Customer's obligations to keep the equipment in, or restore the equipment to, good working order. Service provided by Allied under this Agreement does not assure against, nor does Allied assume any liability for, interruptions in operation of the equipment covered by this Agreement.

11. **BUYER RESTORES EQUIPMENT:** Buyer shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the system. Notwithstanding the condition of Buyer's premises, or ALLIED'S impossibility of performance occasioned by condition of Buyer's premises, Buyer shall remain liable for monthly payments for the term of this agreement without offset or reduction.

12. **ACCESS:** ALLIED'S technicians shall have full and free access to the equipment covered under this agreement as required to service that equipment in the manner most efficient to Allied.

13. **OWNERSHIP:** For existing installations, Customer represents that Customer is the owner of the equipment to be serviced under this Agreement. If Customer is not the owner, Customer represents that it has authority from the owner to allow Allied to service owner's equipment under the terms of this Agreement. Customer agrees to indemnify ALLIED from losses suffered by ALLIED that result from claims by owners that ALLIED lacked permission to service owner's equipment.

14. **DELETE PROGRAMMING:** Upon termination of this agreement ALLIED shall be permitted to remotely delete programming and ALLIED shall not be required to service the system, and may order the termination of any central office monitoring or other services, and Buyer shall remain liable for all payments called for herein for the remaining balance of the contract term.

15. **OPERATION OF ON-SITE SECURITY, VIDEO, ACCESS CONTROL, AND FIRE SYSTEMS:** Customer represents and agrees: to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify Allied promptly if such equipment fails to respond to the test; to use and maintain the equipment properly and follow proper operating procedures (if Customer requires ALLIED service); if ALLIED representatives are sent to Customer's premises in response to a service call or alarm signal caused by Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence, that all walls, doors, skylight, windows or other such elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation of operation of the system(s).

16. **ALLIED'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Buyer agrees that ALLIED is authorized and permitted to subcontract any services to be provided by ALLIED to third parties who may be independent of ALLIED, and that ALLIED shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that Buyer appoints ALLIED to act as Buyer's agent with respect to such third parties, except that ALLIED shall not obligate Buyer to make any payments to such third parties. Buyer acknowledges that this agreement, and particularly those paragraphs relating to ALLIED's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and communication centers of ALLIED.

17. **DELAYS-INTERRUPTION OF SERVICE:** Allied shall not be liable for any losses or injuries resulting from delays, including without limitation delays in service and response times, regardless of the cause of such delays. Allied shall not be liable for losses or injuries resulting from interruptions in service, strikes, riots, floods, acts of God, damage to or loss of communication lines or other signal transmission lines, or from any event beyond the control of ALLIED. ALLIED will not be required to furnish service to Customer during any period of service interruption.

18. **EQUIPMENT COVERED:** The equipment covered by this agreement is described in the attached Proposal and/or in the Bill of Materials/List of Equipment as applicable.

19. **EXCLUSIONS:** Services to be provided by ALLIED pursuant to this Agreement do not include:

a. Repair of damage or increase in service time caused by the failure to continually provide a suitable operating environment for all facilities as prescribed by ALLIED and/or the equipment manufacturer. Such failures include, but are not limited to, the failure to provide adequate and regulated electrical power, air conditioning or humidity control; the failure of electrical power, air conditioning or humidity control systems; and all special requirements as described in the "List of Equipment" and/or the Proposal provided with this Agreement.

b. Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.

c. Repair of damage, the replacement of parts (due to other than normal wear), and repetitive service calls caused by Customer's use of supplies or equipment that has not been approved by the manufacturer.

d. Repair of damage or increase in service time caused by: accident or disaster, including without limitation, fire, flood, water, wind and lightning; transportation, neglect or misuse, or alterations. This exclusion includes, but is not to be limited to, any alteration to or deviation from ALLIED'S physical, mechanical or electrical machine design. This includes adding or interconnecting mechanical or electrical devices or equipment not supplied by ALLIED.

e. Electrical work external to the equipment or accessories furnished by ALLIED.

20. **ADDITIONAL CHARGES:** Unless otherwise specified in the Proposal, service charges for the system are based upon coverage between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. Service performed outside the Hours of Operation, or as result of the failure of the Customer or its agents to adhere to the manufacturer's requirements, or that is outside the scope of this Agreement, shall be chargeable at Allied's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without ALLIED'S specific permission, nor shall Customer permit the same by its agents or third parties within its control. Customer agrees to pay ALLIED at its prevailing rates for any work performed by ALLIED to correct Customer's breach of the foregoing. ALLIED agrees to perform remedial maintenance required as a result of acts of God or events beyond the control of ALLIED. Customer agrees to pay ALLIED for all such remedial maintenance at ALLIED'S prevailing rates. Changes to original equipment or special order items may be subject to a 25% restocking fee.

21. **LIQUIDATED DAMAGES - ALLIED'S LIMITS OF LIABILITY:**

a. **ON-SITE SECURITY/FIRE SYSTEMS, COMMUNICATIONS DEVICES, AND/OR SECURITY DEVICES AND EQUIPMENT.** Customer understands and agrees that ALLIED is not an insurer. Customer is responsible for obtaining any insurance in whatever amounts it deems necessary or desirable. All sums payable hereunder to ALLIED by Customer are based upon the value of services offered and the scope of liability undertaken, and such sums are not related to the value of property belonging to customer or to third party property located on Customer's premises. Customer does not seek indemnity by this Agreement from ALLIED, and specifically waives any claims for compensation relating to injuries, damages or losses caused by or arising from the persons or property of Customer and/or Customer's invitees, or guests. ALLIED MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL DETER, AVERT, REDUCE, OR PREVENT ADVERSE OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that ALLIED shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this Agreement or by negligent acts or omissions of ALLIED, its agents or employees. Customer hereby waives and releases any rights of recovery against ALLIED that it may have hereunder. Customer agrees that it may be impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, or damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of ALLIED to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if ALLIED should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to the Customer shall be limited to \$300.00 or 5% of the sales price, whichever is greater, which the Customer agrees is reasonable. The payment of this amount shall be ALLIED'S sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against ALLIED more than one (1) year after the accrual of the cause of action therefore.

Since it is agreed that the Customer retains sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify and hold harmless ALLIED from any and all third party claims and lawsuits relating to losses. This agreement to indemnify and hold harmless includes Customer's agreement to pay all damages, expenses, costs, and attorney's fees incurred by ALLIED, its employees and agents in the defense of claims brought by third parties against it that arise from or are related to ALLIED'S products or services.

b. **EQUIPMENT AND OTHER PRODUCTS.** In the event that Customer purchases any equipment or other products (hereafter "Equipment") from ALLIED, Customer's claims for damages are limited to the cost of repair or replacement of any damaged or defective Equipment. Customer hereby waives all claims against ALLIED for incidental and consequential damages, including without limitation claims for lost profits, business interruption, and damage to reputation. Provided, however, that nothing in this provision is intended to affect the terms of any express warranty provided with the Equipment.

22. **TERMINATION/PAYMENT:** Allied has the option to terminate this Agreement should any payment due hereunder remain overdue for a period of more than thirty (30) days. Should Allied elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.

23. **LEGAL ACTION:** In the event ALLIED refers this contract to an attorney, to recover any amounts owed by Subscriber to ALLIED hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due and Subscriber shall pay ALLIED's legal fees. In any action commenced by ALLIED against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that any action, arbitration or Special Proceeding to confirm the arbitration award, may be commenced, and all papers in connection therewith, served by first class mail delivered by U.S. Post Office or overnight carrier.

24. **SUCCESSORS:** This Agreement is assignable by ALLIED, but is not assignable by Customer except upon the written consent of ALLIED, which consent will not unreasonably be withheld.

25. **NON-SOLICITATION:** Buyer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of ALLIED assigned by ALLIED to perform any service for or on behalf of Buyer for a period of two years after ALLIED has completed providing service to Buyer. In the event of Buyer's violation of this provision, in addition to injunctive relief, ALLIED shall recover from Buyer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with ALLIED, times twelve, together with ALLIED's counsel and expert witness fees.

26. **ENTIRE AGREEMENT:** This Agreement is to govern the providing of services by ALLIED to Customer as described herein. Customer acknowledges that he has read this Agreement and particularly paragraph 21 regarding liquidations and limitations of liability. This Agreement is not binding unless approved in writing by an authorized representative of ALLIED. If approval is not obtained, the only liability of ALLIED shall be to return to Customer the amount, if any, paid to ALLIED upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement, is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement, NOTWITHSTANDING ANY PRIOR, CONTEMPORANEOUS OR SUBSEQUENT PURCHASE ORDER or other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

27. **SURVIVAL:** In the event any paragraph(s) of this agreement are found invalid, all remaining paragraphs, or portions thereof shall remain in full force and effect.

28. **JURISDICTION AND VENUE:** This Agreement will be governed by the laws of the State of Washington. Any action brought hereunder shall be brought in the courts located in Spokane County, Washington.

29. **PAYMENT TERMS:** Due Upon Receipt. Credit card payments of \$10,000 or over may be subject to additional fees.

30. **SECURITY INTEREST/COLLATERAL:** In order to secure all indebtedness or liability of Subscriber to ALLIED, Subscriber hereby grants and conveys to ALLIED a security interest in, and mortgages to ALLIED all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand. Subscriber agrees to allow ALLIED to execute in Subscriber's name a UCC-1 statement

31. **TERMS OF SALE:** Applicant authorizes the creditor to make inquiry of financial and related matters for the purpose of granting credit. In order to encourage prompt payment, delinquent charge of 18% per annum will be charged on past due accounts. Upon default of payment, applicant agrees to pay collection fees, reasonable attorney's fees, and cost of collection that may be incurred.

32. **CUSTOMER EQUIPMENT.** Customer Equipment means software, hardware or services that you elect to use in connection with the Service(s) or Allied Fire & Security provided Equipment. You agree to allow us and our agents the rights to insert hardware and install software in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment and Allied Fire & Security Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities specified above. In addition, you agree to supply us or our agents, if we ask, the owner's name, address and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Customer Equipment to perform the activities specified above

a. You agree that our addition or removal of or change to the Allied Fire & Security Equipment may interrupt your Service(s).

b. **Responsibility:** Allied Fire & Security has no responsibility for the operation or support, maintenance, or repair of any Customer Equipment including, but not limited to, Customer Equipment to which Allied Fire & Security or a third party has installed software or "downloads."

c. **Non-Recommended Configurations:** Customer Equipment that does not meet Allied Fire & Security's minimum technical or other specifications constitutes a "Non-Recommended Configuration." NEITHER ALLIED FIRE & SECURITY NOR ANY OF ITS SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR ALLIED FIRE & SECURITY EQUIPMENT. NEITHER ALLIED FIRE & SECURITY NOR ANY OF ITS SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. Allied Fire & Security reserves the right to deny you customer support for the Service(s) and/or terminate Service(s) if you use a Non-Recommended Configuration.

i. For HSI and Video Customers. YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF SECURITY OR VIDEO SERVICE(S). THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH HSI OR VIDEO SERVICE(S) MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER ALLIED FIRE & SECURITY NOR ANY OF ITS SUPPLIERS, OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

d. **Software.** Allied Fire & Security makes no representation or warranty that any software or application installed on Customer Equipment, downloaded to Customer Equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Service(s) if a virus or other harmful feature or software is found to be present on your Customer Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Customer Equipment. NEITHER ALLIED FIRE & SECURITY NOR ITS SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

In addition, as part of the installation process for the software and other components of the Service(s), system files on your Customer Equipment may be modified. Allied Fire & Security does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. Allied Fire & Security does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including, but not limited to, your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER ALLIED FIRE & SECURITY NOR ITS SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

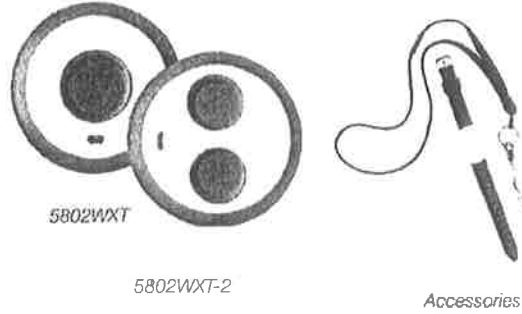
i. FTP/HTTP Service Setup. You acknowledge that when using HSI there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) that may be used by other persons or entities to gain access to your Customer Equipment. You are solely responsible for the security of your Customer Equipment or any other equipment you choose to use in connection with the Service(s), including without limitation any data stored on such equipment. NEITHER ALLIED FIRE & SECURITY NOR ITS SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF, OR OTHERWISE RELATING TO THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO YOUR CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS.

ii. Replacement of some equipment or obtaining access to ceilings and walls may leave opening or surfaces that do not match. Allied is not responsible for the patching and or painting of these surfaces.

iii. The National Electrical Code requires that abandoned wire and cable from old systems be removed or marked as "spare" for future use. While Allied will attempt to minimize expenses, we cannot anticipate with certainty what the Electrical Inspector will formally require. Therefore, this proposal does not include the removal of abandoned cabling. If the Electrical Inspector requires removal of abandoned cabling, Allied will do so on a time and materials basis. The customer may also elect to choose an alternate provider of this service. If others provide the removal of cabling and it adversely affects Allied Fire & Security's scope of work as specified within this proposal, additional charges will be incurred.

5802WXT

PERSONAL PANIC TRANSMITTER FAMILY



Honeywell's 5802WXT Wireless Personal Panic Transmitters feature sleek, compact, water-resistant designs, multi-wear accessories and more. There are two versions: the 5802WXT one-button transmitter and the 5802WXT-2 two-button transmitter. Both may be worn

around the neck, on a wristband or as an apparel clip. The 5802WXT Wireless Personal Panic Transmitters help security dealers set their offering apart while providing end-users with an extra level of convenience, comfort and peace of mind.

FEATURES

- Option to be a fully supervised portable panic transmitter
- Multi-wear accessories included:
 - Pendant
 - Wristband
 - Belt clip
 - Keychain
- Water resistant—can be worn in the shower or bath
- Tactile feel key(s) are recessed to deter false alarms
- LED indicates transmission was sent
- Long-life replaceable lithium battery
- Available in:
 - One-button: Press and hold two seconds for activation
 - Two-button: Press both buttons simultaneously for activation
- Compatible with Honeywell's 5800 Series wireless system

SPECIFICATIONS

- Unit Dimensions: 1.5" (3.9mm) Diameter
- Battery: 3V 2032 Lithium

Agency Listings

ETL Household Burglary—Control Unit Accessories
 FCC Part 15
 CETL Household Burglary—Control Unit Accessories

ORDERING

5802WXT One-button Wireless Personal Panic Transmitter

For more information:
www.honeywell.com/security

Coverage *Optimal*
 150 Ft open
 air range
 Indoor/out Door
 Water proof

L/5802WXTD/D
 August 2012
 © 2012 Honeywell International Inc.

Honeywell

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: April 10, 2013
Re: TCA Fire Station Agreement

This topic was omitted from last meeting's agenda because of concerns relating to the cost and the need to move forward immediately have not materialized. However, as the contract and scope has been prepared, we would like to formalize whether or not we will be moving forward with this project.

Attached you will find the proposed professional services contract with TCA. You will note that the project cost has not been reduced. The scope of the project was reduced by eliminating the multiple site evaluations, however we added utilization of a subconsultant to provide a hard cost estimate and project budget for the options chosen by the City. Please note that utilizing this approach will provide a much more realistic cost estimate than a planning level estimate as was originally planned.

The City budgeted \$20,000 to complete this assessment / evaluation this year. The not to exceed amount identified herein is \$15,000. Please remember, the Fire Department roof replacement resulted in an unbudgeted expenditure of \$15,154.00.

Staff Recommendation:

Completing a pre-design / planning document such as this is very beneficial for going after funding sources to contribute to construction of improvements. Conversely, the need for a new facility may not be in the 2-3 year window at this time, which translates to the expenditure to prepare the planning document may not be necessary at this time.

It may be possible to coordinate with TCA to delay beginning the planning work until 2014 if the Mayor and Council so choose.

Action Requested:

Please let staff know how you would like to proceed.

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between the City of McCleary, Washington, and TCA Architecture • Planning, Inc., hereinafter referred to as the “Consultant,” for the purpose of providing architectural services for locating and sizing a fire station.

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions; now, therefore;

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by the Consultant.

- A. The Consultant shall perform those services described on Exhibit “A” attached hereto and incorporated herein by this reference as if fully set forth.
- B. Consultant shall work with the City to identify program requirements and a preferred site.

2. Compensation and Method of Payment. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. The City shall pay the Consultant its regular hourly rates and reimbursable expenses, as set forth on Exhibit “B” attached hereto and incorporated herein by this reference, in an amount not to exceed \$15,000.00.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing ~~September~~ March _____, ~~2009-2013~~ and ending August 30, ~~2010~~2013, unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. ~~All final report documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this contract shall be the joint property of City and Consultant, provided the rights of ownership shall be limited as follows: City may use the drawings and other materials produced through the site location and station sizing project during the future station design process subject to review and update by the architect of record during the design process.~~

- A. All final documents, including original drawings, estimates, specifications, field notes, and data are the property of City and shall be delivered to it at its request.

Architect may at its expense retain a full set of drawings, estimates, specifications, field notes, and data.

B. RE-USE OF DOCUMENTS

1. The final reports, field data, laboratory data, analyses, calculations, estimates, designs, drawings, specifications, and other documents, including such items prepared in CAD form and stored on magnetic media, prepared for this Project are intended for use solely with respect to this Project. Architect agrees that City is the owner of any and all field notes, field data, test data, calculations, estimates, documents, data, drawings, specifications, and other products or materials, whether in a print form, electronic form, or otherwise gathered, produced, or developed by Architect or any sub-consultant thereof in the course of the performance of this agreement. Further, that upon the request of City, the printed final documents of all items shall be tendered to City.

2. City shall assume all responsibility for City' use of the Architect's material upon other projects. Architect agrees to not release any project documents to third parties without the prior written authorization of City unless the Architect is required to do so by applicable law, rule, regulation, or court order. City agrees that all work furnished to it, but which is not paid for pursuant to the terms of this Agreement without legitimate cause, shall be returned to Architect upon demand and will not be used by City for any purpose whatsoever.

C. Architect agrees to maintain its data and records governing and recording its performance of this contract for a minimum of six years from the date of completion of the contractual services and shall make them available to City, its agents, employees, or designees, to the extent necessary to confirm the provision of the services required under this contract.

5. Independent Consultant. The Consultant and the City agree that the Consultant is independent with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

6. Indemnification. The Consultant shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting from negligent acts or omissions of the Consultant, its agents, servants, officers, or employees. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Consultant shall

indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees to the extent caused by the Consultant's negligence.

7. Insurance.

- A. The Consultant shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$2,000,000.00 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of ~~Tukwila~~ McCleary as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.
- B. In addition to the insurance provided for in Paragraph A above, if applicable, the Consultant shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Consultant employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000.00 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.
- C. Additionally, Consultant shall demonstrate it maintains workers' compensation and employer's liability in amounts required by law and automobile liability insurance with limits of liability not less than \$1,000,000.00.
- D. Certificates of coverage as required by Paragraphs A, B and C above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

~~108. Termination. This Agreement may at any time be terminated by the City upon giving the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. This contract may be terminated as provided in this section. Either party may terminate this Agreement at any time, with or without cause. This shall be achieved by the giving of written notice to the other party of such intention, specifying the effective date, which may not be earlier than the date upon which notice is received by the other party.~~

Without Cause:

In the event of termination **without cause**, the following provisions shall apply to compensation to be paid:

- A. If terminated by City, Architect will be paid for all authorized work performed and expenses incurred up to the termination date. In addition, it shall be entitled to

reasonable costs, if any, incurred by it in implementing the transfer of the project, including all materials, including by way of representation and not by way of limitation, documents, information, records, and data of all types and kinds, whether in a written format, electronic data format, or otherwise, developed during its work, to a successor consultant.

B. If terminated by Architect, it shall be paid for authorized work performed and expenses incurred up to the termination date. It shall cooperate fully, without additional compensation, in implementing the transfer of the project to any successor consultant chosen by City, including the releasing of all materials, including by way of representation and not by way of limitation, documents, information, records, and data of all types and kinds, whether in a written format, electronic data format, or otherwise, developed during its work, to a successor consultant.

For Cause

This agreement may also be terminated for cause by either party. For the purposes of this agreement, “for cause” shall mean if either party fails to substantially perform some element of the work or responsibility in accordance with this Agreement through no fault of the other and does not commence correction of such work and non-performance within five (5) days of written notice and diligently complete the correction thereafter.

In the event of termination for cause, the following provisions shall apply.

A. If terminated for cause by Architect, Architect will be paid for all authorized work performed up to the termination date, plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and other costs reasonably related to the closeout.

B. If terminated for cause by City, in recognition that the necessity of such an action may have significant impacts upon City, whether in relation to the duty to repay any grant moneys received or otherwise, City shall compensate Architect for the reasonable value of the services performed up to the date of the notice of termination, subject to reduction by City taking into consideration such factors as the degree of completion, the costs of obtaining successor professional services to complete the project, and the costs related to any resulting delay, if any, arising from the necessity of termination, and such other factors as may be reasonably appropriate and arising directly from the necessity of termination.

In either event, Architect shall cooperate fully in implementing the transfer of the project to any successor consultant chosen by City, including the releasing of any and all materials prepared by or for it during the course of the project, including by way of representation and not by way of limitation, documents, information, records, and data of all types and kinds, whether in a written format, electronic data format, or otherwise, to City or its designee.

~~149.~~ Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

~~1210.~~ Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

~~1311.~~ Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

~~1412.~~ Notices. Notices to the City of McCleary shall be sent to the following addresses:

City Clerk
City of McCleary
100 S 3rd Street
McCleary, WA 98557

Notices to the Consultant shall be sent to the following address:

TCA Architecture and Planning Inc
6211 Roosevelt Way NE
Seattle, WA 98115

~~1513.~~ Applicable Law; Venue; Attorneys' Fees. ~~This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.~~

A. In the event of any dispute arising out of this Agreement, the parties agree they may submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association for construction industry disputes: PROVIDED, that, in the event either party objects to the submission of the matter to arbitration within 30 days after demand for arbitration has been filed with an appropriate agency, then the procedure shall be terminated and the matter shall be processed as the parties deem appropriate through the Courts of the State of Washington. In the event of resolution of a covered dispute by either arbitration or litigation, in addition to any other relief granted to the substantially prevailing party, if any, the arbitrator or court shall award that party reasonable attorneys' fees and costs incurred in prosecuting or defending the matter, as the case may be.

B. This contract has and shall be construed as having been made and delivered within

the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provisions hereto shall be instituted only in the Courts of competent jurisdiction within Grays Harbor County, Washington

CITY OF MCCLEARY, WASHINGTON

TCA ARCHITECTURE • PLANNING INC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attest/Authenticated: _____ City Clerk

Approved As To Form: _____ City Attorney



architecture • planning

Exhibit B FEE SCHEDULE

A. FEES AND REIMBURSABLE EXPENSES

Fees and reimbursable expenses are based on the following conditions unless otherwise noted.

1. HOURLY RATE SCHEDULE*

<u>Professional Services</u>	Principal Architects	\$150.00 per hour
	Project Architect	\$125.00 per hour
<u>Technical Services</u>	Project Manager	\$115.00 per hour
	Job Captain	\$105.00 per hour
	Specification Writer	\$120.00 per hour
	Technician/Drafter	\$90.00 per hour
	Administration/Clerical	\$75.00 per hour

*Hourly rates may be adjusted on an annual basis per federal statistics on cost of living (revised wage earner) for the Seattle area or in accordance with normal salary review practices of TCA Architecture Planning

2. REIMBURSABLE EXPENSES

Reimbursable expenses will include all expenses incurred during the course of the work not identified as basic service:

Consultant Services

(not included in basic service) Cost plus 15%

Printing/Photography (in house)

Photocopies B&W (8 1/2 x 11)	\$0.10
Photocopies B&W (11 x 17)	\$0.20
Photocopies Color (8 1/2 x 11)	\$1.00
Photocopies Color (11x 17)	\$2.00
Plots/Large B&W (24 x 36 & 30 x 42)	\$8.00
Plots/Large Color (24 x 36 & 30 x 42)	\$15.00

Printing/Photography (by vendor)

Reproductions by vendor	Cost plus 15%
Printing/Photography by vendor	Cost plus 15%

Communications

Outgoing Faxes (long distance)	\$1.00/page
Long distance telephone	Cost plus 15%
Delivery/Postage	Cost plus 15%

Travel

Auto	1/2 hourly rate plus mileage billed at federal reimbursement rate
Air	1/2 hourly rate, plus airfare at cost plus 15%
Subsistence	Incurred while away from home office on business connected with clients work, at cost plus 15%

Other

Professional liability insurance	1.5% of TCA fees invoiced
Miscellaneous (as authorized)	Cost plus 15%

B. TERMS

Billings are payable on the date submitted and are considered to be delinquent 30 days from invoice date unless otherwise agreed to. A finance charge of 15% APR will be added to past due accounts commencing from the date payment is due.

6211 Roosevelt Way Northeast • Seattle, WA • 98115
Voice: (206) 522-3830 • Fax: (206) 522-2456 • E-mail: office@tca-inc.com • Web: www.tca-inc.com

RESOLUTION NO. _____

A RESOLUTION RELATING TO PUBLIC SERVICES; ESTABLISHING AND CONFIRMING FEES IN RELATION TO CONNECTION TO THE CITY'S UTILITY SYSTEMS; REPEALING RESOLUTION 580; 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 necessity of the continued collection of the authorized levels of fees and rates and the mechanisms for their adjustment has been confirmed by the Mayor and Council during the most recent review of the financial affairs of the City. Those fees and rates were set out in Resolution 580.

3. 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 current payable has been adjusted on an annual basis as required. The fees for 2013 are set forth in the following schedules.

RESOLUTION -C- 1
4/5/2013
DQ/le

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

4. The Mayor and Council have received certain recommendations in relation to the time period set out in Section III.A allowing for a more extended period of inactivity. Rather than amending only that section, so as to insure ease of reference, the Council is repealing Resolution 580 and ratifying the CPI adjustments as well as setting forth certain fees authorized pursuant to Ordinance _____.

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):

RESOLUTION -C- 2
4/5/2013
Dg/1e

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

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

b. As to a sewer connection, the sum of \$5,159.00.

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.

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.

RESOLUTION -C- 3
4/5/2013
dc/la

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

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:

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 \$4,895.00.

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

RESOLUTION -C- 4
4/5/2013
DC/la

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

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.

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

RESOLUTION -C- 5
4/5/2013
DG/1e

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

date of the application and/or has been served by the utility from which service is sought within the six months immediately 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

RESOLUTION -C- 6
4/5/2013
DG/le

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

remodeling of an existing structure or structures, [3] the 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%

RESOLUTION -C- 7
4/5/2013
DC/1a

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

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

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

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

RESOLUTION -C- 9
4/5/2013
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98567

ORDINANCE NO. _____

AN ORDINANCE RELATING TO GOVERNMENTAL OPERATION, ADDING A NEW SECTION TO CHAPTER 13.24 MMM, REPEALING SECTION 13.04.070 MMC, AND SECTION 7, ORDINANCE 519, PROVIDING AN EFFECTIVE DATE AND SEVERABILITY.

R E C I T A L S :

1. The matter of what procedure to apply in the event a connection becomes inactive through non-use has been brought to the Council and Mayor.

2. The recommendation of the Director of Public Works and Clerk-treasurer is to create a two tier system treating such connections appropriately.

3. It is found appropriate to implement an amendment to the applicable code section to establish a process which is felt to be more equitable.

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

SECTION I: There shall be added to Chapter 13.24 a new section to read as follows:

Any water or sewer connection remaining unused for a period of more than six months, but less than five years, shall be deemed to be inactive and shall not be reactivated until such reactivation fee as may be established by written resolution of

the Council is paid. Any connection remaining unused for five years or more is deemed closed and a connection shall not be reactivated until a new application has been submitted and approved and such fee as may be established by written resolution of the Council has been paid. Where such reconnection or reactivation requires new construction from the property lines to the main, the installation of a different service size, or other construction activity by the City to achieve such reactivation, but in the same location, the fee for such service shall be such amount as may be established by written resolution.

SECTION II: Section 13.04.070 MMC and Section 7, Ordinance 519 are repealed as of the effective date of this ordinance: PROVIDED THAT, such repeal shall not affect any obligation of a utility customer which may have arisen under the provisions of that section prior to the date of repeal.

SECTION III: 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 - C - 2 -
04/04/2013
DG/16

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

ordinance or ordinances shall be in full force and effect.

SECTION IV: This Ordinance shall take effect upon the fifth day following date of publication of a synopsis thereof. Its provisions shall be applicable to any application for reactivation which has not been completed prior to the date of passage of the ordinance.

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

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance Number _____ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number _____, as it was

ORDINANCE - C - 3 -
04/04/2013
DG/1e

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

published, is on file in the appropriate records of the City of McCleary.

WENDY COLLINS

SIGNED AND SWORN to before me this _____ day of _____, 2013, by WENDY COLLINS.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at:
My appointment expires:

ORDINANCE - C - 4 -
04/04/2013
DG/le

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

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO ZONING;
AMENDING SECTION 17.12.010 MMC AND SECTION
17.20.30 MMC; AND PROVIDING SEVERABILITY
AND AN EFFECTIVE DATE.**

R E C I T A L S:

1. Pursuant to the provisions of Title 17 of the Municipal Code, the City has exercised the authority granted under Chapter 35A.63 RCW to undertake planning and zoning of the properties within the City.

2. This year, pursuant to applicable law, at the request of a citizen, the City Council referred to the Planning Agency the matters of amending the provision of Title 17 by (a) the modification of the authorized uses in the C-1 district as set out in Section 17.30.030 and (b) and adding a definition to the Section 17.12.010.

3. An open record public hearing was held on March 6, 2013, by the Hearing Examiner within the scope of his duties as the Planning Agency. All necessary notices had been published. Based upon the material provided to the Examiner,

he has provided Findings, Conclusions, and Recommendation to the Council. A copy of those are attached to this ordinance.

4. The Council has received and considered the record developed by the Planning Agency, as well as its recommendation. The recording of the hearing has been made available to the Council and Mayor.

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

SECTION I:

A. The Council found at its meeting of March 27, 2013, that pursuant to Section 17.40.030[C] MMC, no further public hearing was required and set the matter on for consideration at its meeting of April ___, 2013.

B. The record developed by the Planning Agency is adopted as the record of the Council. Based upon the record received and considered by it, the Council finds that conditions have changed since the adoption of the existing provisions of the Zoning Code. Further, that these changes merit the modifications made by Sections II and III of this Ordinance.

SECTION II: That certain set of definitions contained in Section 17.12.010 MMC and Section 1, Ordinance

709, shall have added to it the following definition, which shall be inserted alphabetically at the time of the next codification of ordinances:

"Contractor office" means a service establishment primarily engaged in general contracting or subcontracting in the building construction trades. These offices are primarily intended to house the administrative functions of a contractor. No external storage of tools, equipment or materials is allowed.

SECTION III: Section 1, Ordinance 709, as last amended by Section 5, Ordinance 737, and §17.20.030 MMC, constituting the chart of permitted uses within the respective zones, shall each be amended to add contractor office as a permitted use in the C-1 Zone.

SECTION IV: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, the remainder of such code, ordinance or regulation or the application thereof to other persons or circumstances shall not be affected.

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

SECTION VI; 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

correct copy of the summary of Ordinance Number _____, as it was published, is on file in the appropriate records of the City of McCleary.

WENDY COLLINS

SIGNED AND SWORN to before me this _____ day of _____, 2013, by Wendy Collins.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at:
My appointment expires:

ORDINANCE NO. _____

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/le

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/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98567

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

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance Number _____ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number _____, as it was published, is on file in the appropriate records of the City of McCleary.

WENDY COLLINS

SIGNED AND SWORN to before me this _____ day of _____, 2013, by WENDY COLLINS.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at:
My appointment expires:

ORDINANCE - 4
4/5/13
DG/le

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