



# McCleary City Council

## AGENDA

**February 13, 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:            Utility Service Abandonment (Tab E)

New Business:           Well Progress Estimate 5 (Tab F)  
                                 Well No. 1 Demolition & Decommission (Tab G)  
                                 Snow Removal Policy (Tab H)  
                                 Council Schedule (Tab I)  
                                 Fire Department Space Needs Study (Tab J)  
                                 Ogden Murphy Wallace Agreement (Tab K)  
                                 Zoning Amendment Request (Tab L)

Resolutions:

Ordinances:

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, January 23, 2012**

ROLL CALL AND FLAG SALUTE	Councilmen Catterlin, Reed, Ator, Lant, and Schiller.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Dan Glenn, Wendy Collins, Nick Bird, George Crumb, and Jon Hinton from Gray & Osborne.
PUBLIC COMMENT	Karen Keinenberger, Librarian, wanted to thank the City crew for making the library more comfortable after the heat pump went out.
MINUTES APPROVED	<b>It was moved by Councilman Lant, seconded by Councilman Schiller to approve the minutes from the January 23, 2013 meeting. Motion Carried 5-0.</b>
MAYOR'S COMMENTS	<p>Mayor Dent signed the agreement today for the purchase of property with nine acres and three lots for a fire station project. The City is using the fire mitigation money for the purchase.</p> <p>The Mayor compared the actual ending balances to the estimated ending balances and they look good, with the exception of a couple funds being lower than anticipated.</p> <p>The Mayor signed the jail contract and it doesn't include any cost for felony hospitalization or medical care.</p> <p>The Federal Court of appeals is not going to declassify marijuana. Mayor Dent does not want to put the police department in a bind so he wants to keep the City out of it by not lifting the moratorium.</p> <p>The Fire Station roof is complete.</p>
CITY ATTORNEY REPORT	Dan Glenn has provided a report and invites any questions the Council may have.
LEMAY UTILITY TAX AGREEMENT	Lemay did not pay the 6% utility tax to the City when they took over the billing in January 2011. Staff met with Lemay representatives and Dan Glenn to discuss a resolve to the matter. <b>It was moved by Councilman Catterlin, seconded by Councilman Reed to authorize the Lemay agreement for them to pay back 6% utility tax on the gross revenue of garbage and to pay the balance within 24 months at zero interest as long as 1/24th of the total due is made each month. Motion Carried 5-0.</b>
DIRECTOR OF PUBLIC WORKS REPORT	<p>Our application was one of two applications received for wastewater planning activities for the Ecology Grant/Loan Program, which leads us to believe that our request will likely be considered for funding.</p> <p>Due to the delay in supplying the motor control center for the Well 2&amp;3 project, we are significantly exposed to risk as it relates to the operations of Well 3. We are trying to work with the Contractor to authorize the suspension , contingent upon them agreeing to repair Well 3 (in the event of failure), at no cost to the City. <b>It was moved by Councilman Schiller, seconded by Councilman Lant to authorize the Mayor and Dan Glenn to prepare an agreement with the Well Contractor for a 48-hour response time so long as water service is not affected. Motion Carried 5-0.</b></p>
FIRE DISTRICT #12 DISCUSSION	Councilman Lant commented that Fire District 12 failed their levy and as of February 1, 2013, there would be no one there to answer the phone to respond to calls. A special meeting was held to give information to the community regarding the levy. The community was asked why they thought the levy failed and they answered that they didn't like the ambulance service from Mark Reed and they don't like Fire District 5. After discussion, people better understand the system now and are in support of voting yes.
UTILITY SERVICE ABANDONMENT	Tabled.

WELL PROJECT CHANGE  
ORDER #2

**It was moved by Councilman Ator, seconded by Councilman Schiller to authorize Change Order No. 2 for the Well Field Improvement Project in the amount of \$10,582.80. Motion Carried 5-0.**

GREATER GRAYS HARBOR  
INC. MUNICIPAL SERVICES  
AGREEMENT

**It was moved by Councilman Lant, seconded by Councilman Reed to authorize the chair to sign the agreement for services provided in 2013 by Greater Grays Harbor Inc., and pay \$1,000 for said services. Motion Carried 5-0.**

LIBRARY HEAT PUMP

**It was moved by Councilman Lant, seconded by Councilman Schiller to authorize Sunset Air to replace the existing heat pump for the McCleary Library and not to exceed the cost of \$3540 plus sales tax. Motion Carried 5-0.**

TRANSFORMER  
PROCUREMENT

**It was moved by Councilman Lant, seconded by Councilmen Ator and Catterlin to authorize Elcon to complete the scope for the transformer procurement and not to exceed the budget amount of \$1,920.00. Motion Carried 5-0.**

EXECUTIVE SESSION

None.

PUBLIC COMMENT

Warren Drake from Pacific Title Company in Montesano introduced himself and commented on the future steel manufacturing plant that was reported on in the paper and stated he is very interested in the project. He is excited to see growth in Grays Harbor.

Helen Lake heard a roundabout may be considered for McCleary and stated she would be against it.

APPROVAL OF VOUCHERS

Accounts Payable vouchers/checks approved were 35901-35940 including EFT's in the amount of \$252,311.23 and 35941-35962 including EFT's in the amount of \$33,514.11.

**It was moved by Councilman Ator, seconded by Councilman Reed to approve the vouchers. Motion Carried 5-0.**

MEETING ADJOURNED

**It was moved by Councilman Ator, seconded by Councilman Reed to adjourn the meeting at 7:50 PM. The next meeting will be on February 13, 2013 at 7:00 PM. Motion Carried 5-0.**

Mayor Gary Dent:

\_\_\_\_\_

Clerk-Treasurer Wendy Collins:

\_\_\_\_\_

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: February 7, 2013  
RE: LEGAL ACTIVITIES as of FEBRUARY 13, 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. UTILITY SERVICE "ABANDONMENT": Mr. Bird will be providing a separate report on this issue. First, as to the term utilized, we have viewed that to mean the property is served by City utilities, but the owner has discontinued the service for an extended time. The utility connection is still in place although, as to water, the meter has been removed. Last week, Ms. Collins, Mr. Bird, and I met to discuss the situation. The one matter upon which we agreed was that the issue needed to be considered, if only for the purpose of making consistent the approach to be taken.

The issues for your to consider and give direction upon include the following:

A. Is discontinuance of service, even for a long period of time, abandonment and thus justifying requiring the property owner to pay the same connection fee as a property which has never been service?

The rationale of requiring connection fees for utility services is set out in the recitals to the most recent ordinance tied to them. It states as follows:

1. The City, within the operation of its municipal authority, maintains a sewer collection system and a water distribution system.

2. As was recognized in the adoption of prior ordinances, those systems have been established over the period of existence of the City through the utilization of general tax monies, monies generated through the sale of voter approved bond issues, and monies generated through the user charges which are from time-to-time imposed upon the utilizers of the systems.

3. It is the desire and intention of the City to establish connection charges which take into consideration, among other factors, that properties within the corporate limits of the City not yet connected to the system have contributed funds to the capital construction of these utilities, but not to the same extent as those properties which are not only within the corporate limits, but which have been and are now connected. It is further the desire and intention to recognize the fact that properties that are not within the corporate limits and are not connected to the City's utility system have provided no funding that has been utilized in the development of the system, its repair, replacement, expansion, and improvement. The City further wishes to take into consideration different volume demands resulting from the different types of uses and the impact these demands have upon the available capacity of the City's water and sewer system.

As you will note, it has been historically tied to the fact that a newly connected property has not paid a "share" of the costs associated with the construction and maintenance of the utility systems equal to that of a property which has been connected and paying in the monthly charges. As to a property such as one of the nature involved here, the same is true to an extent. Specifically, by not paying a monthly charge for service it has not contributed such portion of that fee as goes to capital improvement funding and similar items. The converse argument is that by not being connected, it has not created an expense by requiring treatment of the sewerage or by using water.

B. What time period of discontinuance of service should be utilized to trigger whatever fiscal charge may be imposed?

Currently, the alternatives include five years and one year. This is another strictly judgment call on your part.

C. What fiscal charges will be imposed upon the property owner before the water and sewer connections are reactivated?

Currently, the protocol is applied to both sewer and water. The property owner has to pay the connection fee required of a new connection. Those amounts are \$3,564.00 for a single family water service and, as to a single family sewer connection, \$4,331.00. The discussion among the three of us was whether or not requiring such a "full" payment was appropriate since the connections are already present, even if they require installation of a meter or, as I understood Mr. Bird, sometimes some repair work.

The alternatives include at least the following:

- A. Requiring the payment of the full connection fee.
- B. Requiring the payment of a prorated portion of the connection fee. Factors which could be considered include recognition that the service had been in place which would mitigate the amount, that it has not paid its "share" for some time, which would support some type of proration, and others I am certain Ms. Collins and Mr. Bird could and would set forth.
- C. Not requiring any connection fee payment other than that required as part of a normal recommencement of service.

Whatever approach you decide to direct us to develop, it makes inherent sense, in addition to such charge, if any, you choose to continue to impose, that the cost of any necessary repairs or replacement of lines to meet current code would be required to be paid.

2. INITIATIVE 502 IMPLEMENTATION: The WSLCB continues down the path of fulfilling its responsibility to develop the guidelines for administration of the provisions. There continue to be many issues which local government will face without much fiscal assistance from the State's taxation.

A. Communication as to siting of growing/distribution facility: While Montesano and Elma have received a communication from a company purportedly seeking guidance as to whether or not the city would be resistive to its obtaining approval for a warehouse facility to be located within the corporate limits, McCleary has not. If I understand the request correctly, it would be used for both growing and distribution. When I was provided the information as to the name of the purported entity, I checked the Department of Revenue and Corporation Division information sources. Neither showed this as an existing entity.

This is likely to continue as the WSLCB goes through its assigned task of establishing rules and regulations in relation to implementation of the initiative. It is likely that, as with a liquor store license, some communication from the WSLCB will be required with a city to determine if it agrees or disagrees with the application.

B. Criminal: Since December 6 it has been legal for anyone over 21 to possess one ounce of the substance. However, it is not legal to display or consume the substance in public. However, the area of possession of paraphernalia is one which is inconsistent within the material. At this stage, it appears to be illegal to possess paraphernalia under certain circumstances. So, when an officer arrests someone who has both in his possession, so long as he is over 21, the marijuana will be subject to return, but the pipe might well not be if there is an indication it has been used to smoke marijuana and not some other substance.

C. Material: The WSLCB has been holding conferences on this matter. Some are in the form of sessions for public employees. For instance, Chief Crumb may have attended such a conference. They are also holding public forums to receive public input. AWC has also been active. They have provided a document setting forth answers to some general questions. For your easy reference, a copy is attached to this report.

3. EMERGENCY SERVICES SITE ACQUISITION: Pursuant to your authorization, we have moved forward with the steps necessary to purchase the property. I prepared a formal earnest money agreement as well as a promissory note and deed of trust. The earnest money agreement was executed by the parties. A title report was obtained from Pacific Title, whose manager Warren Drake attended last session. It was reviewed by Mr. Bird and myself and neither of us saw any problems with the status of the title. Pacific Title was also used as the escrow agent in terms of handling the processing of the documents. The Mayor signed the documents on Thursday and the anticipation is the closing will be completed no later than Monday.

If you wish, the documents are available for your review since copies are in Ms. Collin's office. The funding consists of the impact funds paid as a condition to the approval of Summit II, certain other moneys allocated by you to constitute the remainder of the \$80,000.00 down payment and share of closing fees, and a promissory note in the amount of \$70,000.00 payable upon the terms you authorized. I would note two additional facts:

A. Counsel for the developer which was required to contribute/pay the funds was notified of the City's intended use of the moneys and given a time frame for utilization by the City. The first notification was given in December and a follow up given in January. No negative response of any nature was received as of the time of the preparation of this report.

B. It is anticipated the City will seek to utilize the funding pool operated through the State Treasurer's Office to borrow the money to pay off the note and, if allowed, the debt on the police vehicles. If approved, the interest expense will be significantly reduced. This funding is only done on a periodic basis so it will be towards the end of the year before the City knows whether its request will be granted.

The next step for the six of you may well be to review the consultant agreement executed at the time of the initial commencement of the process to determine (a) whether you wish to continue the use of the firm or seek new proposals, and (b) if the decision is to retain the services of the same firm, review the prior scope and determine what is desired to be done and under what schedule.

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

DG/le





## FAQ on the Marijuana Initiative, I-502

*The following are a collection of questions that have been raised as cities evaluate how best to respond to the approval of I-502. Cities should revisit their policies and procedures with their legal counsel to ensure that their actions are in compliance with the new law.*

### Law enforcement impacts

*Law enforcement agencies should revisit their policies and procedures with their legal advisors to ensure that their actions are in compliance with the new law.*

#### Who can have marijuana, and how much?

According to the initiative, on December 6, adults over the age of 21 are allowed to carry any combination of the following: up to 1 ounce of usable marijuana, 16 ounces of marijuana-infused product in solid form, 72 ounces of marijuana-infused product in liquid form.

**What are the consequences of possession over an ounce?** For a person 21 years and older, possession in the range above one ounce to 40 grams (about 1.5 ounces) results in a misdemeanor. Possession of more than 40 grams is a Class C Felony.

**Where can you legally buy marijuana?** The Washington State Liquor Control Board has until December 1, 2013, to establish guidelines and regulations for the sale and distribution of marijuana. Until then, it is illegal to purchase marijuana from an unlicensed provider. It is also illegal to grow or sell marijuana. Collective gardens used by medical marijuana patients are not affected by the language of this initiative.

#### What constitutes an infraction for marijuana?

Law enforcement officers have probable cause to cite for the infraction based upon seeing someone with the product or smelling it, and the person is within public view. This person would be charged with a Class 3 civil infraction under RCW 7.80. Though the fine is not directly specified in the initiative, some have predicted the citation will likely result in a \$103 fine.

**Can law enforcement seize marijuana and paraphernalia?** Unless they can articulate some other behavior that suggests a criminally illegal behavior or activity, further searches of the person are not lawful. Different agencies' policy will dictate seizure of any marijuana or paraphernalia. At this time, it is unclear whether the marijuana and paraphernalia will be seized or not.

**If a law enforcement officer witnesses a person smoking what appears to be marijuana, can they then search that person?** The officer who witnesses the infraction can contact the person and issue the citation. Officers can initiate a search only if there is suspicion or indication that the person receiving the citation may be armed, or if that person gives the presiding officer indication they have criminal possession on their person.

**Must law enforcement officers have warrants for blood tests?** If officers believes someone is driving under the influence and impaired, they will conduct a field sobriety test. If officers establish probable cause, they will ask for permission to draw blood, or they can obtain a warrant from a judge. In the case of a collision, blood draws are mandatory. The provisions and policies of a blood draw are not a new practice and were not changed by the initiative.

#### How does law enforcement obtain blood?

Officers must follow their agency's policy. Many take the person to the nearest hospital facility for the blood draw.

### Personnel & policy

#### Can employers continue to test for marijuana?

Similar to alcohol, employers may require testing, discipline for policy violations, and regulate use or impact in the workplace. Employers should make sure that their personnel policies are up to date and include legalized marijuana, and consult with their city or agency legal representative.

**Is there a difference between the 5ng (nanogram) threshold and the 15ml (milliliter) threshold that urine tests from Department of Licensing (DOL) use?** Yes. 5ng is the limit set forth by the initiative as the per se level of impairment for someone under the influence of marijuana. This is measured by a blood test designed to detect "active metabolites." Studies indicate that active metabolite levels fall to approximately 2ng within 4-6 hours of use. Commercial Driver License (CDL) holders are regulated by DOL, which follows federal regulations and uses the 15ml threshold. This level is measured by a urine test.

**What about off-duty marijuana consumption?**

Washington public employers have a strong legal basis to discipline or discharge employees who test positive for marijuana if this action is consistent with the respective contracts, policies and past disciplinary action. However, further legislation and litigation will likely determine whether discharge for off-duty marijuana use violates public policy.

**Land use & zoning**

**Can jurisdictions implement policies to limit producers, processors and retailers licenses and locations?** Growing marijuana (unless it is a collective garden) remains illegal until the Liquor Control Board (LCB) establishes a process for licensing and regulation. The LCB will also regulate permissions for marijuana cultivation, processing, distribution, and retail facilities. The LCB is taking public comments until Feb. 10 about the rules and restrictions needed for a marijuana-grower license.

The initiative specifies that only state-licensed production, processing and sale of marijuana are permitted. The initiative intended that the licensing process be similar to that for alcohol. Cities will have the ability to object to the LCB regarding a proposed license. Presumably, local land use and zoning regulations will apply to the siting of growing, processing and retail outlets. The initiative specifies that such facilities must be at least 1,000 feet from elementary and secondary schools, playgrounds, recreation centers, day cares, parks, transit centers, libraries and arcades.

Medical marijuana collective gardens and not affected by this initiative.

**Taxes & revenue**

**Will cities get any revenue from the sale of marijuana?** The initiative does not provide for any direct funding to cities. Cities will receive their share of local sales tax revenues and any locally imposed B&O taxes. The Washington State Office of Financial Management (OFM) estimates that locals could receive as much as \$120 million in these taxes over five years. However, there has been some concern that OFM overestimated how much marijuana will actually be consumed from these state-licensed stores. Cities will not see any revenue from marijuana sales until at least December 2013.

**What about all of the expected new revenue from legal marijuana sales?** The initiative created a specific new taxing scheme. The initiative provides for a 25% excise tax at each transaction point (producer to processor, processor to retailer, and retailer to consumer). The taxes will be placed in a dedicated marijuana fund. After quarterly distributions of \$1.25 million for LCB administration and \$180,000 to other specific programs, the taxes will be distributed as follows:

- 50% to the state's Basic Health Plan
- 19.07% to the state general fund
- 15% to the Department of Social & Health Services for behavioral health & recovery
- 10% to the Department of Health for marijuana education & public health
- 5% to Community Health Centers
- 1% to the UW and WSU for research on the short- and long-term effects of marijuana use
- 0.03% to the Building Bridges Programs

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, Director of Public Works  
Date: February 7, 2013  
Re: Current Non-Agenda Activity

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### Well Controls

Potelco came through and did some work on the communication lines feeding Well 3 about two weeks ago. After their work was complete, we discovered that the well would not turn on when utilizing the automatic controls. We brought CenturyTel back in to correct the problem, but unfortunately they were unable to correct the problem, only stating that their lines were hooked up right. As there is a variety of different configurations that could have been messed up, we took the opportunity to correct some of our existing wiring deficiencies. To date, the issue has not been resolved. We still have a few "tricks" up our sleeves, but we are concerned that we have three signal wires starting and ending at the same point, but one of the wire run is approximately 1200 feet longer than the other two. As this is in the CenturyTel system, we are hoping that they can shed some light on this subject. We are almost to the point where we will string new continuous wire on our existing poles from the reservoir to the wells to see if that solves the problem.

### Well 2 & 3 Project

The agreement authorized last meeting was incorporated into Change Order No. 3, as that is the vessel to add/change/etc. the existing contract that we have with Award Construction. We are currently awaiting signature from Award to formalize the process, but all parties have agreed to the change order. A copy has been provided for your review following this report.

### Treatment Plant Manager

Interviews have been scheduled for February 12. Three candidates will be interviewed. We hope that we will be able to provide an announcement regarding this position at the meeting.

### 4kV Substation

Elcon has prepared a draft document that will be provided to the City today or Monday. Once we have reviewed the document, we will prepare the appropriate advertisement material and secure the bid date. We envision this step being completed next week. We will likely utilize a three week bid window, which means the bids will likely be provided to Council at the end of March. At this time, we do not have an expected lead time on equipment, as that is vendor dependent.

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

The Ecology website states that the funding offer list will be available in early February 2013. We expect that it is more realistic that we will see that information in April or May. When the list is available, a copy will be provided for your review.

### **2nd Street Intersection**

No new information has been discovered on funding opportunities. We will continue the search as necessary to address the sight distance concerns presented to Council in 2012. In an effort to increase our opportunity for success when funding becomes available, it may be prudent to utilize Gray & Osborne to lay out a conceptual site plan. Please let us know if this is something you would like to see.

### **Water Rates**

It has come to my attention that there is some concern and confusion regarding the existing water rates.

#### **Rate History**

- This topic starts in mid 2007, when the City solicited proposals from firms to complete a water rate study.
- In late 2007, the City selected FCS to complete the rate study work.
- As the Water System Plan was getting wrapped up, the study was placed on hold until the Water System Plan was completed.
- The Capital Improvement Plan outlined in the Water System Plan included a variety of system deficiencies that needed to be addressed.
- In 2008, the Water System Plan was finalized. Work on the rate study continued from September to December.
- In December 2008, FCS presented the Rate Study findings to the Finance Committee, then Council. Five rate options were presented to the Finance Committee. The Committee then narrowed it down to two options for the Council to consider. The first included a higher base rate and overage amount, with the base rate including 1000 cubic feet (CF). The second option included a lower base rate and overage amount with the base rate including 500 CF. Both options included a 22% increase for 5 years. The second option was chosen by Council.
- December 10, 2008 the City Council adopted Resolution 578, setting the rates and the associated 22% increase that would affect the rates through the beginning of 2013.
- In 2009 and 2010, base rates were increased accurately but the overage amount (consumption above 500 CF) was not increased.
- In January 2011, it was discovered that the overage amount had not been increased accordingly. This was presented to the Council for consideration. Council determined that the overage amount currently being billed would be the

starting point for the increase, instead of increasing the rates to the calculated amount for 2011; this was done by adopting Resolution 623. This resolution also included language for rate modifications after 2013, which would be 3% or based on the Consumer Price Index (CPI), whichever is higher.

- Since January 2011, base and overage rates have increased at 22% in accordance with Resolution 623.

As the primary driver for the rate model was capital improvements, a summary of improvements completed or where funds have been allocated are shown below.

Funded Projects To Date

- Well No. 2 and No. 3 Pre-Design Report
- Well No. 2 Improvements
- Well No. 3 Improvements
- Water Rights Transfer
- 150,000 Gallon Reservoir Interior Painting
- 500,000 Gallon Reservoir Interior Painting
- Iron and Manganese Treatment System
- Meter Reading / Billing Software and Equipment

When using the 2008 costs shown in the Water System Plan, these projects account for approximately 60% of the work planned through 2014. As is typical, inflation has the ability to change this value dramatically. Cost data has not been compiled on the funded projects, but can be if Council is interested.

At this time, the only significant items remaining from the initial Capital Improvement Plan are water main replacements to increase fire flow in certain areas throughout the City. This work has yet to be planned.

Hopefully this information provides sufficient detail to the Council to understand how and why we have arrived at the current rates. Please note that, in the future, we may want to consider revising the rate schedule to put more of emphasis on consumption instead of the base rate, similar to electricity. Utilizing this approach will give the customers more control over their bill as well as promote conservation of our existing resources.

**STAFF REPORT**

**To: Mayor Dent**  
**From: George M. Crumb, Chief of Police**  
**Date: February 7, 2013.**  
**RE: Report for February 13, 2013 Council Meeting**

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**SUMMARY OF POLICE INCIDENTS / ACTIVITIES:**

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

\*260 incident histories reported as of: 020713 / 1043 hours. \$8181.00 in bail and 7 mandatory court dates.

8-Speeding	4-Traffic Offense/Reckless
5-DWLS	3-Found Property Reports
0-Speeding in School Zone	2-Motorist Assist/Citizen Assist
1-Burglary	3-Theft Reports
24-Fire Response's	0-Attempt to Locate
1-Disorderly Conduct	0-Juvenile Problems/Run-a-way
55-Traffic Stop's	0-Malicious Mischief
0-Assault	4-Warrant Arrests
1-Weapons Offense	8-911 Open Line or Hang Up
19-Agency Assist's	0-Domestic Violence
0-Drug Incidents	0-Custody dispute/Civil
3-Animal Complaints	2-D.U.I.
0-Curfew Violations	1-Audible Alarm
2-Traffic Hazard Reports	5-Subject Stop
0-Welfare Checks	0-Hit & Run
0-Report of Harassment	0-Noise Complaints
5-Suspicious Person/Vehicle	2-Fraud
0-Police Information or Referrals	1-Municipal Code Violation
1-Trespass	1-Parking Complaints

**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: Paul Nott, Light & Power  
Date: February 4, 2013  
Re: January Report



	Monthly Statistics;	YTD Totals;
New Services;	1	1
System Outages;	0	0
Pole Replacements;	0	0
Maintenance Work Orders;	3	3
Billable Work Orders;	1	1

The month of January consisted of removing all the Christmas lights and ornaments, three maintenance work orders, assisting Public Works with an issue at the wells and the re-conductor between 9<sup>th</sup> Street and the bridge by the apartments on Simpson.

The three maintenance work orders consisted of a bad sleeve at a residence, a new service in Summit Place and the beginning of the year vehicle maintenance.

We have currently pulled in all the wire from 9<sup>th</sup> Street to the bridge on Simpson Ave. we will be energizing the new conductor and transferring the transformers in the next couple of weeks as time allows.

Currently, we are installing the new three phase service at the City wells. We should be completed hopefully tomorrow and then we can jump back on the re-conductor.

The Beehive three phase service should be ready for installation within the next couple of weeks; we are just waiting on the contractor.

Once these other projects are complete we will be starting the replacement of the bad underground wire on Luscombe and Olin Ave. Even with the replacement of the underground wire, we still need to research, *again*, the purchase of a "thumper" (underground fault locating equipment). This will be the fourth year that the thumper has been approved for purchase in the budget and it is a vital piece of equipment that we need, especially with the trend to install more underground wire throughout our distribution system and the simple fact that we have other areas that have old primary wire that will fault.

As always, if you have any further questions feel free to contact us...

# STAFF REPORT

To: Mayor Dent

From: Colin Mercer

Date: February 4, 2013

Re: January Building Department



## Activities

- Submit copies of permits issued to Grays Harbor County Assessor's Office.
- McCleary School playshed footings, slab and rough plumbing inspected,
- McCleary School new drinking fountain permit issued.
- The Beehive Harmony House storm infiltration basin, grease trap and foundation inspected
- High Definition Homes 1562 N. 5<sup>th</sup> St. gypsum board nailing inspected and is now in the completion stage.
- Energy Wise Construction final inspection and Certificate of Occupancy issued.
- McCleary Community Church permit issued for interior wall furring, wall insulation, windows and two ductless heat pumps.
- Our Community Credit Union sign permit issued.
- Fire Hall new roof permit issued.
- City Hall conservation lighting project permit issued.

## Nuisance Issues in Progress

## Nuisances Resolved

## Comments:

The building department has seen an increase in customer service activity of 250% over last month since the announcement of the industrial land purchase.

On February 1<sup>st</sup> I took the Commercial Building Inspectors exam and passed.



## Building Department Activity

ACTIVITY	MONTHLY TOTALS	YEAR TO DATE TOTALS	ACTIVITY EXPLANATION
Customer Service	72	72	Answer building department related questions in person or by phone, meeting with potential applicants.
Building Permits Issued	6	6	Remodels, new construction & additions, both residential and commercial.
Plan Reviews Performed	2	2	Reviewing plans for building code and municipal code compliance.
Inspections Performed	34	34	Field inspections, writing of corrections or approving work.
Finals or Certificates of Occupancies	1	1	Performing of the final inspection & issuing of certificate of occupancy allowing use of the structure.
Complaints Received	2	2	Investigate and address citizen or staff reported issues, obtain resolution or acceptable compromise.
Nuisance Letters Sent	0	0	Formal notice from the City informing citizens of violations and providing expectation of the City for compliance.
Lemay's Garbage Letters Sent	0	0	Formal notice from City after notification from Lemay that service has been stopped.
Building Department Revenue	\$957.84	\$957.84	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
December	1	1	\$70.00	\$6000.70
January	4	4	\$1655.00	\$7655.70

## 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
0	0	0	0
Active Accounts	Pending	Stopped Service	Un-Occupied
84	0	11	15

## STAFF REPORT

To: Mayor Dent  
From: Colin Mercer Webmaster   
Date: February 4, 2013  
Re: January Website & Help Desk

### Re-Occurring Website Activities

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

### New Website Activity

- Posted USA Investment Group, LLC land purchase press release and the Vidette & Daily World newspaper articles to the Home Page and the Mayor and Council page.
- 2012 Water Consumer Confidence Report added to the Water Department page.

### Additional Tasks

- Compile information for Mayor Dent on the property the City purchased for the new fire station.
- Assist with the deployment of the BIAS backup system on the server and work stations.

### Help Desk Activity

Month	Number of Incidents Reported	Staff Reported / Closed / Open	Citizen Reported / Closed / Open
October	5	3 / 0 / 35	2 / 0 / 13
November	3	3 / 2 / 36	0 / 2 / 11
December	15	3 / 17 / 22	12 / 10 / 13
January	5	5 / 1 / 26	0 / 0 / 13

### Website Comments:

**First Name:** Colleen

**Comments:** RE: Resident upset with local fire dept. as seen on King 5. Please stand your ground! When people do not want to participate in our democracy and want something for free, perhaps that is just what they should get - nothing. Firemen cannot put their lives on the line to save people, homes, pets, etc. for nothing. You do a good job and know there are many who appreciate your work. Thank you!

**Date:** 1/7/2013 6:10:24 PM

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

Section	Page Views	Percent of Total
<a href="#">Default Home Page</a>	3043	25.7%
<a href="#">Events Calendar</a>	823	6.95%
<a href="#">Agendas and Minutes</a>	574	4.85%
<a href="#">Administration</a>	474	4%
<a href="#">Home Page</a>	453	3.83%
<a href="#">Conservation Program</a>	446	3.77%
<a href="#">Mayor and Council</a>	430	3.63%
<a href="#">City Jobs</a>	382	3.23%
<a href="#">Utilities</a>	322	2.72%
<a href="#">City Departments</a>	292	2.47%
<a href="#">Search Results</a>	176	1.49%
<a href="#">Police</a>	167	1.41%
<a href="#">Public Facilities</a>	157	1.33%
<a href="#">FAQ's Page</a>	155	1.31%
<a href="#">Fire</a>	155	1.31%
<a href="#">Planning Department</a>	150	1.27%
<a href="#">Municipal Code</a>	134	1.13%
<a href="#">Water / Wastewater</a>	133	1.12%
<a href="#">City Photos</a>	118	1%
<a href="#">Light &amp; Power</a>	118	1%
<a href="#">Useful Links</a>	116	0.98%
<a href="#">Development Services / Building</a>	114	0.96%
<a href="#">Chamber of Commerce</a>	112	0.95%
<a href="#">Bear Festival</a>	110	0.93%
<a href="#">2008-13 Budget</a>	107	0.9%
<a href="#">Code, Ordinances &amp; Standards</a>	90	0.76%
<a href="#">Municipal Court</a>	76	0.64%
<a href="#">Previous Years Council Agendas</a>	75	0.63%
<a href="#">Previous Years Council Minutes</a>	75	0.63%
<a href="#">Tell Us What You Think!</a>	73	0.62%
<a href="#">Interlocal Agreements</a>	72	0.61%
<a href="#">Flood Photos 2009</a>	56	0.47%
<a href="#">12.08 House Numbering</a>	56	0.47%
<a href="#">Bear Festival Photos</a>	54	0.46%
<a href="#">65th Anniversary Photos</a>	44	0.37%
<a href="#">Christmas Photos 2007</a>	42	0.35%
<a href="#">Title 9 Public Peace, Morals and Welfare</a>	35	0.3%
<a href="#">Park Project Photos</a>	32	0.27%
<a href="#">7 Zoning</a>	31	0.26%
<a href="#">Title 2 Administration and Personnel</a>	23	0.19%

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: February 7, 2013  
Re: Utility Service Abandonment

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This issue was originally presented in December of 2012. Attached you will find the memorandum previously provided to the Mayor and Council regarding the inconsistencies relating to when connection fees must be paid. Additionally, you will find copies of the existing resolution and ordinances for comparison as requested in the December meeting.

Dan, Wendy, and I have recently discussed this issue; all of us were of the same mind to a certain extent, that if a connection charge has been paid on a property, additional connection charges should not be warranted.

Upon reviewing the ordinance index, it appears that connection charges were instituted in 1993 by Ordinance 596 (note after Ordinance 519). This is an important fact to note as we are considering this issue, as most of the connections within the City were installed prior to 1993. We have also consulted with all agencies in Grays Harbor and the larger Thurston County cities. They are relatively consistent in requiring a connection charge as a new connection is made and when a service increases use, with the charge staying with the property forever (ie a service can be dormant for a period of time and another connection charge is not required).

One exception when conducting this survey was Westport. In Westport, a service that has been inactive for more than 6 months and less than 5 years is subject to a reactivation fee (\$200). A service that has been inactive for over 5 years requires an application for water service and payment of an "installation fee". The "installation fee" is dependent on the meter size, for example a standard ¾" service is \$525. Please note, no such charges were found for sewer service.

In all cases, connection charges are not required for properties that have previously had service and wish to restore the same level of service.

**Staff Recommendation:**

Our existing language requires payment of a connection charge after 12 months or 5 years, depending on how you read the language. The path laid by Westport passes the "common sense" test, as inactive services do not necessitate payment of a full connection charge, but recognize the lost revenue due to the inactivation of the service. Utilizing the model from Westport may be the most realistic solution to this dilemma, provided that both water and sewer are subject to these fees.

**Action Requested:**

Please provide direction to staff for preparation of the appropriate revisions.



City of McCleary  
Home of the McCleary Bear Festival

# MEMORANDUM

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**DATE:** December 11, 2012  
**TO:** Mayor and Council  
**FROM:** Nick Bird  
**SUBJECT:** Utility Service Abandonment  
**CC:** Dan Glenn and Wendy Collins

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As a result of some questions by a potential buyer looking at a site being auctioned as a tax sale, we discovered a variety of inconsistencies relating to utility service abandonment and connection charge payment requirements. The basic question driving this summary is as follows; “Is payment of the connection charges necessary if service has not been provided in 4 years?”

## **Reference Points:**

- Ordinance 519 (MMC 13.04.070) – Abandonment of Connection
  - *Any connection remaining unused for a period of five years is deemed abandoned and a new connection shall be applied for when renewal of service is requested.* Where such reconnection requires new construction from the property lines to the main, but in the same location, the fee for such service shall be such amount as may be established by resolution.
  - Ord. 519 has never been repealed.
  - Adopted in March 1987
  - A similar statement is not provided in the Sewer (MMC 13.12) or Utility Service Rate (MMC 13.24) Chapters.
  
- Resolution 580 – Connection Fee’s
  - Originally drafted as Resolution 509 in July 2005.
  - Addresses Water and Sewer Connection Fee’s.
  - States, “an applicant seeking service to a property which is being served as of the date of the application and/or has been served by the utility from which service is sought within the twelve months immediately preceding the date upon which application was filed, shall not be required to pay the basic fee established”

- Adopted January 2009

**Concerns**

1. Resolution 580 is not consistent with Ordinance 519.
2. Foreclosure timelines and property sales timelines essentially require an additional cost of \$8,700 to acquire utility service if documented activity has not been provided in the previous 12 months.

**Potential Solutions**

1. Connection charges should only be required if the service has been “abandoned”, which would be defined in accordance with MMC 13.04.070.
2. MMC 13.04.070 should be repealed and a new section in 13.24 (Utilities) should be added with the language currently provided in MMC 13.04.070.
3. Section III of Resolution 580 should be repealed.

Since Ordinance 722 (MMC 13.24.050) clearly states the city administrator shall have the authority to develop and issue rules and regulations to administer the program of connection fees, and the City does not have an administrator, I would suggest requesting Mr. Glenn’s assistance in drafting an ordinance and resolution implementing the solutions provided herein.

ORDINANCE NO. 519

AN ORDINANCE RELATING TO WATER POLICY;  
ESTABLISHING REGULATIONS; AND PROVIDING  
FOR PENALTIES.

Section I	Regulations Generally
Section II	Definitions
Section III	Service Type Defined
Section IV	Comprehensive Plan
Section V	Design Standards
Section VI	Ownership of Mains and Service Connections
Section VII	Abandonment of Connection
Section VIII	Administration and Enforcement
Section IX	Inspection of Premises
Section X	Service--Application
Section XI	Service--Connection--General Requirements
Section XII	Service--Connection--Hook-Up and Meter Charge
Section XIII	Service--Connection--Temporary
Section XIV	Service--Connection--Wholesale Consumers
Section XV	Substandard Mains
Section XVI	Service--Connection--Installation of Main
Section XVII	Main Extension Charge
Section XVIII	Water Meters
Section XIX	Service--Reconnection
Section XX	Backflow Prevention Devices
Section XXI	Unauthorized Turn-On
Section XXII	Turn-Off Fees
Section XXIII	Provision for Surcharge
Section XXIV	Service-Cash Deposits
Section XXV	Billing and Payments Single Unit/Single Meter
Section XXVI	Billing and Payments Multi-Unit/Single Meter
Section XXVII	Nonpayment of Charges Single Unit/Single Meter
Section XXVIII	Nonpayment of Charges Multi-Unit/Single Meter
Section XXIX	Criminal Offense
Section XXX	Allocation of Payments
Section XXXI	Utility Service/Voluntary Termination

SECTION I: Regulations Generally. The City Council shall have the authority to adopt rules and regulations for the control of the municipal water supply system of the City of such content as it may deem necessary and appropriate.

SECTION II: Definitions. Whenever used in this Chapter:

A. "Council" means the City Council of the City of McCleary.

B. "Mains" means water lines designed or used to serve more than one premises.

C. "Persons, " "Customers," Owner," and Occupant" include natural persons of either sex, associations, copartnerships, and corporations where acting individually or by a servant, agent, or employee; the singular number shall be held to include the plural and the masculine pronoun to include the feminine.

D. "Premises" means a continuous tract of land, building, or group of adjacent buildings under a single control with respect to use of water and responsibility for payment therefor. Subdivisions of such use or responsibility shall constitute a division into separate premises as herein defined.

E. "Service Connection" means that portion of the City water supply system connecting the supply system on a premises to the city water distribution main including the tap into the main, the water meter and appurtenances, and the service line from the main to the meter and from the meter to the property line. "Service Connection" includes the connections for fire protection as well as for domestic, commercial, and industrial uses.

F. "Standard or Permanent Mains" means mains which conform to the standard specifications of the City with respect to materials and minimum diameter.

G. "Standard Specifications" means the specifications set forth in the current volume of "Standard Specifications for Municipal Public Works Construction" prepared and distributed by the Washington State Chapter of the American Public Works Association (APWA).



H. "Substandard or Temporary Mains" means mains which do not conform to the standard specifications of the City with respect to materials and/or minimum diameter.

I. "Superintendent" shall mean the person duly appointed by the Mayor of the City as the superintendent of the water department.

J. "City" means the City of McCleary, Washington, or as indicated by the context, may mean the water department, water superintendent, clerk-treasurer, engineer, or other employee or agent representing the City in the discharge of his/her duties.

K. "Engineer" means the professional engineer regularly employed or retained by the City as its engineer.

L. "Residential Water Service" means domestic water service (including lawn and garden sprinkling) provided to a residential living unit.

M. "Commercial Water Service" means water service provided to premises utilized for business or industrial purposes.

SECTION III: Service Types Defined. Whenever used in this chapter:

A. "Regular" services means performance by the City of the following: Tapping of the main, installation of the service pipe from the main to the yoke, installation of the yoke, the meter, the meter box, and installation of necessary valves and appurtenances.

B. "Duplex" services means performance by the City of the following: Regular service as defined above and, in addition thereto, a pipe of sufficient size to serve two meters, installation of two meters, two meter boxes, two yokes, and two sets of necessary valves and appurtenances.

C. "Pretapped and Preplumbed" service means performance by the City of the following: Placement of the meter in the meter yoke.

D. "Pretapped Only" service means performance by the City of the following: Installation of the valves, meter yokes, meter, and meter box.

SECTION IV: Comprehensive Plan. A comprehensive water system plan may be prepared for the City by the Engineer and a copy of the same shall be maintained on file in the Office of the Clerk-Treasurer. Such plan shall contain as a minimum, the location and specifications of existing facilities of the system, recommendations for correction of existing deficiencies and for improvement of the existing system, and if the system is expanded in the future. The comprehensive water system plan shall be reviewed and updated as deemed necessary by the Council.

SECTION V: Design Standards. The design standards may be adopted from time-to-time by the Council upon the recommendation of the engineer and a copy of the same may be maintained on file at the Office of the Clerk-Treasurer.

SECTION VI: Ownership of Mains and Service Connections.

A. The ownership of all mains, service connections, and appurtenances in the public street, alleys, or utility rights-of-way shall be vested fully in the City and the person responsible for the construction of such mains shall relinquish, by bill of sale or other appropriate instrument of conveyance, all interest in the ownership of such mains upon acceptance by the City: PROVIDED, however, that all private systems existing at the time of the passage of the Ordinance codified herein shall remain under private ownership unless dedicated to the City under the provisions of this chapter and with the approval of the Council.

B. The City shall operate, control, and maintain all approved and accepted components of the City water system in the public streets or utility rights-of-way up to and including the meter, but shall not be responsible beyond the meter. The owner of the property served shall be responsible for maintenance of all pipe and fittings from the meter to his premises. No alteration shall be made to any connection nor shall any connection be made to the City water system without the approval of the superintendent.

SECTION VII: Abandonment of Connection. Any connection remaining unused for a period of five years is deemed abandoned and a new connection shall be applied for when renewal of service is requested. Where such reconnection requires new construction from the property lines to the main, but in the same location, the fee for such service shall be such amount as may be established by Resolution.

SECTION VIII: Administration and Enforcement.

A. The crew supervisor is charged with administration and enforcement of this chapter. Water service to any premises served by the city water system may be discontinued for any violation or abridgement of the provisions of this chapter after due notice thereof.

B. In the event water service is discontinued for failure to comply with provisions of this chapter, it shall remain terminated for the duration of such noncompliance.

C. The Clerk-Treasurer shall have the authority to from time-to-time establish rules and regulations in relation to the implementation and operation of the system: PROVIDED that such rules and regulations shall, prior to their effective date, be submitted to the Council for its approval.

SECTION IX: Inspection of Premises. Authorized employees of the water department, properly identified, shall have free access at reasonable hours of the day, to all premises served by the city water system for the purpose of ascertaining conformity to this chapter.

SECTION X: Service--Application.

A. All applications for water service shall be made at the office the Clerk-Treasurer or at such other place as the Council may hereafter designate by Resolution and upon such form as may be prescribed by the Clerk-Treasurer.

B. Every such application shall be made by the owner of the property to be furnished, or by its authorized agent, and the applicant shall state fully and truly all the purposes for which the water may be required.

SECTION XI: Service--Connection--General Requirements.

A. Except as otherwise provided for herein, or unless approved by the Council, no premises shall hereafter be connected to the water supply system of the city unless there is a standard main owned by the city in the public right-of-way adjacent thereto.

B. When a permit has been obtained for the installation of water service, the crew supervisor shall cause the premises described in the application to be connected with the water system by a service pipe extending from the main to the property line and a stopcock and water meter placed within the right-of-way. Every separate premises shall have its own separate meter installed.

C. Service connections shall be installed by the city at the expense of the property owner, which shall be the prevailing cost of such installation at the time

thereof. In case of replacement or new service, no service smaller than three-fourths inch shall be installed.

D. All connections to city service shall conform to the standard specifications and regulations of the city.

SECTION XII: Service--Connection--Hook-up and Meter Charge. All persons connecting to the water system of the city shall pay, in advance of connection to the water system, a hook-up and water meter charge in accordance with the schedule set forth by Resolution of the Council. In every case, title to the water meter, meter box, and service connection lines shall be and remain with the city. The hook-up and water meter charge shall be established from time-to-time by Resolution of the Council to reimburse for all time and materials, including but not limited to, meter, fittings, and restoration.

SECTION XIII: Service--Connection--Temporary.

A. Water service may be supplied to premises on a temporary basis during the construction of a building thereon or during the construction of a standard main to service such premises. Applications for temporary service shall state fully the purposes for which temporary service is requested. All costs required for installation and removal of such temporary service shall be paid by the applicant prior to approval of such application.

B. Upon cessation of the need for which the temporary service was requested, the owner shall immediately notify the superintendent thereof and such temporary service shall forthwith be terminated or converted to permanent service.

C. When a permit has been obtained for the installation of water service, the crew supervisor shall cause the premises described in the application to be

connected with the water system by a service pipe extending from the main to the property line and a stopcock and water meter placed within the right-of-way. Every separate premises shall have its own separate meter installed.

D. Service connections shall be installed by the city at the expense of the property owner, which shall be the prevailing cost of such installation at the time thereof. In case of replacement or new service, no service smaller than three-fourths inch shall be installed.

E. All connections to city service shall conform to the standard specifications and regulations of the city.

SECTION XIV: Service--Connection--Wholesale Consumers.

A. The Council may authorize water service to a community or group of individual users to be furnished through a common master meter upon finding that service through individual meters is not practicable. Where service through a common master meter is authorized, the master meter shall be installed by the city at applicant's expense and shall thereafter be maintained, owned, and controlled by the city.

B. Application for water service under the provisions of this section shall be made on the forms furnished by the city for that purpose, which shall include as a minimum, a detailed description of the premises to be served, the name and nature of the person or entity to be responsible for the service and connection charges, the circumstances precluding service by individual meters, and such other information as the Council may deem necessary.

C. Detailed plans of all community water systems to be served by a master meter, and all modifications thereof, shall, prior to connection, be submitted for review by the engineer.

D. Community water service as provided for in this section shall be limited to those premises described in the application therefor. Service to additional premises shall require a separate application and approval.

E. The ownership, operation, and maintenance of a community water system beyond the master meter shall be vested in and the responsibility of the members of such group so served.

SECTION XV: Substandard Mains. No substandard or temporary mains shall hereafter be installed and connected to the water supply system. Existing substandard mains may be extended to serve additional customers provided the design capacity of such mains are not exceeded and provided the mains are under the ownership of the city. Applications for the extension of a substandard main shall be processed in the same manner as is provided in Section X.

SECTION XVI: Service--Connection--Installation of Main.

A. Whenever application is made for water service to premises with no main in the adjacent street, a standard main must be installed prior to connection. The installation of such standard mains shall conform to the comprehensive water plan for the city.

B. A standard main may be installed by and at the expense of the owner(s) of the premises to be served thereby, pursuant to plans approved by the engineer.

C. The owner may elect to have a standard main installed by the city upon making payment to the city of the appropriate main extension charges as provided for in this chapter.

SECTION XVII: Main Extension Charge. Whenever a main is installed within the corporate limits of the city as

provided herein, the main extension charge to be paid by the owner(s) of the premises to be served shall be determined by the Council of the advice of the engineer based upon the then prevailing average costs for the necessary material, labor, and equipment required in accordance with current practices and the comprehensive water plan, based upon the average or front footage of property to be served or a combination of acreage and the front footage.

SECTION XVIII: Water Meters.

A. All service connections to the city system shall be metered. Water meters shall be sized to provide adequate domestic water to the customer. Minimum water meter sizes shall ordinarily be determined from the number of units served as follows:

- 1. 1-2 units . . . . . 3/4" meter
- 2. 3-5 units . . . . . 1" meter
- 3. 6-10 units . . . . . 1 1/4" meter
- 4. 11-20 units . . . . . 1 1/2" meter

B. All requests for service to six or more units through a single meter shall be subject to approval by the Council upon review and recommendation of the engineer.

C. Water meters for services larger than twenty units shall be sized by the engineer.

SECTION XIX: Service--Reconnection. A service reconnection initiated by application of an owner desiring to increase the size or change the location of an existing connection shall be deemed an original connection and the cost thereof shall be borne by the owner of the premises served by such connection.

SECTION XX: Backflow Prevention Devices. The Council may require the installation of backflow prevention devices on any premises being served by the water system when in the judgment of the Council, acting upon the advice



and recommendation of the engineer, the nature and extent of the activities on the premises or materials stored on the premises would present an immediate and dangerous hazard to health should a cross-connection occur. The cost of such device and the installation thereof shall be borne by the owner of the premises affected. The type of protective device, its installation, and periodic testing shall conform to the provisions of Section 248-54-500 of the Washington Administrative Code.

SECTION XXI: **Unauthorized Turn-On.** Should the owner or occupant of any premises turn on the water or suffer or cause the same to be turned on after it has been shut off at the curb cock by the City, water service may again be turned off by the City. A charge of twenty dollars shall be made for restoring service.

SECTION XXII: **Fees.** When a verbal or written request is made which may be responded to during regular working hours for any discontinuance or turn on of water service to a premises for the convenience of the occupant or owner, the response thereto shall be classified a regular service and no charge made. Such service outside regular working hours shall be at the rate of twenty dollars per call.

SECTION XXIII: **Provision for Surcharge.** The Council may, upon recommendation of the engineer, coordinator, and Clerk-Treasurer, impose or retract a surcharge to the basic fee of a water bill. Such a surcharge shall be deposited into a separate fund and authorized expenditure of such fund only for uses outlined at time of surcharge installation. Surcharges may be installed for capital improvements, debt payments of capital improvements, or emergency repair expenditures.

SECTION XXIV: Service--Cash Deposits. Deposits shall be required for utilities service as stated in the Ordinances of the City.

SECTION XXV: Billing and Payments/Single Unit Residential. Monthly statements of charges for water service shall be due and payable at the office of the Clerk-Treasurer or at such other place or places designated by him on or before the fifteenth day after the statement has been mailed, and are deemed delinquent thereafter. Statements shall cover service charges for the period shown thereon and shall be forwarded by mail to the customer as soon as practicable after each service period.

SECTION XXVI: Billing and Payments/Multi-Unit/Single Water Meter. Monthly statements of charges for water service shall be due and payable at the office of the Clerk-Treasurer or at such other place or places designed by him on or before the fifteen day after the statement has been mailed, and are deemed delinquent thereafter. Payment of monthly water charges shall be as established in the records of the City. Such billing shall not relieve the property of the lien nor the landlord of the ultimate responsibility for the obligation incurred.

SECTION XXVII: Nonpayment of Charges/Single-Unit Residential. Nonpayment of any of the water charges set forth in this chapter shall be sufficient cause for discontinuance of service to the premises notwithstanding the existence of any deposits made as provided in Section 01.01.270. Water service terminated for nonpayment shall not be restored until all charges together with a service fee as stated for restoring service are paid.

SECTION XXVIII: Nonpayment of Charges Multi-Unit/Single Meter Landlords. Nonpayment of such water charges shall

result in a lien against landlord's property. Statements shall cover service charges for the period shown thereon and shall be forwarded by mail to the customer as soon as practicable after each service period. Upon notice to the units upon the premises of the intention to terminate, termination, and reconnection shall be as established in Section XXVII.

SECTION XXIX: Criminal Offense. Any person who is convicted of tampering with any element of the system, whether in the manner established in Section XXI, by modifying or attempting to modify any meter or any reading thereof, by undertaking any unauthorized connection, by introducing into the water system any substance without the authorization of the Council, or in any other manner, shall be guilty of a criminal offense and, upon conviction, shall be punished as provided in Section Number 1 of Ordinance Number 499, as now existing or hereafter amended or replaced.

SECTION XXX: Allocation of Payments. Upon receipt, monies shall be applied against obligations in the following priority:

- A. Any delinquent amount, including late charges, whether for sewer, water, electricity, or garbage.
- B. Water.
- C. Sewer/Garbage.
- D. Electrical Power.

SECTION XXXI: Utility Service/Voluntary Termination. Unless otherwise specifically requested in writing with the Office of the Clerk-Treasurer, a request to terminate one utility service shall be deemed to constitute a request to terminate all utility services provided by the City to the premises in question.



RESOLUTION NO. 580

**A RESOLUTION RELATING TO PUBLIC SERVICES;  
ESTABLISHING AND CONFIRMING FEES IN RELATION  
TO CONNECTION TO THE CITY'S UTILITY SYSTEMS;  
REPEALING RESOLUTION 509; AND PROVIDING FOR  
EFFECTIVE DATES.**

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

1. Pursuant to Ordinance 722 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 leading up to the adoption of a budget for the year 2009.

3. The fees and rates set in the following sections have been established after careful consideration by the Mayor and Council, after receipt of data and recommendations from a the FCS Group, a professional consulting firm, and concurrence in those recommendations of City staff, as to the minimum levels necessary to adequately maintain and provide funding for the future needs of the various utilities involved. Relevant

**RESOLUTION -B- 1  
1/07/2009  
DG/le**

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

portions of the report submitted by the FCS Group are attached as Attachment #1.

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

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

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

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

- a. As to a water connection, the sum of \$3,564.00.
- b. As to a sewer connection, the sum of \$4,331.00.

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 from the tables referenced within Section III(A) of this resolution.

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 from the tables referenced within Section III(A) of this resolution.

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 from the tables referenced within Section III(A) of this resolution.

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 \$4,564.00.
- b. As to a sewer connection, the sum of \$6,493.00.

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 from the tables referenced within Section III(A) of this resolution.

- 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 from the tables referenced within Section III(A) of this resolution.

- 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 from the tables referenced within Section III(A) of this resolution.

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

SECTION III: Changes in existing connections:

A. Subject to the responsibility to pay any fees established by subsection B (required as a result of more extensive use of the property or change of use), an applicant seeking service to a property which is being served as of the date of the application and/or has been served by the utility from which service is sought within the twelve months immediately preceding the date upon which application was filed, shall not be required to pay the basic fee established pursuant to the provisions of applicable Ordinances and Resolutions.

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. 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.

Payment of the amount determined pursuant to this Section shall be required whether the increased use is (a) as a result of the replacement of an existing structure or structures with a new structure or new structures, (b) as the result of the remodeling of an existing structure or structures, (c) the placement of an additional structure upon the served property, or (d) 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 2010, 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% 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: 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 VI: Resolution 509 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 14<sup>th</sup> DAY OF January, 2009, by the City Council of the City of McCleary, and signed in authentication thereof this 14<sup>th</sup> day of January, 2009.

CITY OF McCLEARY:

Wallace Bentley  
WALLACE BENTLEY, Mayor

ATTEST:

Donnie Rostedt  
DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

Dan Glenn  
DANIEL O. GLENN, City Attorney

ORDINANCE NO. 722

AN ORDINANCE ESTABLISHING A MEANS OF SETTING CONNECTION FEES, ADDING NEW SECTIONS TO CHAPTER 13.24; REPEALING §13.24.005 AND §1, ORDINANCE 554, AS LAST AMENDED BY §1, ORDINANCE 615; REPEALING SECTION 13.24.023 MMC AND SECTION II OF ORDINANCE 596, AS LAST AMENDED BY SECTION I OF ORDINANCE 634; AND DECLARING AN EMERGENCY.

R E C I T A L S:

1. The City, within the operation of its municipal authority, maintains a sewer collection system and a water distribution system.

2. As was recognized in the adoption of prior ordinances, those systems have been established over the period of existence of the City through the utilization of general tax monies, monies generated through the sale of voter approved bond issues, and monies generated through the user charges which are from time-to-time imposed upon the utilizers of the systems.

3. It is the desire and intention of the City to establish connection charges which take into consideration, among other factors, that properties within the corporate limits of the City not yet connected to the system have contributed funds to the capital construction of these utilities, but not to the same

extent as those properties which are not only within the corporate limits, but which have been and are now connected. It is further the desire and intention to recognize the fact that properties that are not within the corporate limits and are not connected to the City's utility system have provided no funding that has been utilized in the development of the system, its repair, replacement, expansion, and improvement. The City further wishes to take into consideration different volume demands resulting from the different types of uses and the impact these demands have upon the available capacity of the City's water and sewer system.

4. The City has previously established these connection fees through inclusion within ordinances. After careful consideration, a different method of adoption has been determined to be appropriate.

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

SECTION I: Based upon the previous recitations and the material submitted by the City Engineer, the City finds:

A. It continues to be necessary and appropriate to continue to maintain a schedule of connection fees to the utility systems of the City.

B. There continues to be a basis and necessity of recognizing the differences in contributions to the City's utility system as among the class composed of existing utilizers,

properties located within the corporate limits prior to installation of the utility service, and certain classes of properties not within the corporate limits at the time of the installation of the utility service. Such distinctions should continue to be referenced in the connection charges applied.

C. It is appropriate to establish such rates by resolution, in light of the appropriateness of frequent adjustment of such rates.

SECTION II: There is added to Chapter 13.24 of the Municipal Code a new section to read as follows:

On and after the effective date of this Ordinance, such charges as may be established by written Resolution of the Council shall be paid by a party seeking to obtain connection to the City's water and sewer utility or to modify existing connections to such utilities.

SECTION III: The City Administrator shall have the authority to develop and issue such rules, regulations, and forms, as he or she may determine necessary and appropriate in order to administer the program of connections to the City's water and sewer utilities. Any such rule or regulation shall be submitted in writing to the Council no less than thirty calendar days prior to its anticipated effective date. If during that period the Council either rejects or suspends the effective date, the rule or regulation shall not go into effect until approval by the Council. In the event of no action by the Council, the



regulation shall go into effect upon the date set by the Director: PROVIDED THAT, the Director may propose and the Council may authorize an effective date earlier than the thirty days otherwise required.

SECTION IV: The following sections of the Municipal Code shall be and are hereby repealed.

A. §13.24.005 and §1, Ordinance 554, as last amended by §1, Ordinance 615.

B. Section 13.24.023 MMC and Section I of Ordinance 596, as last amended by Section I of Ordinance.

SECTION V: As to any completed application for connection to the water or sewer systems of the City on file with the Office of the Clerk-treasurer prior to the effective date of this ordinance, such application shall be processed under the fee schedule existing as of the date of the filing of the application.

SECTION VI: 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.

SECTION VII: The adequate funding of the utility system being found to be necessary for the immediate protection of the public health, welfare, and safety, the Council utilizes its police power to the maximum extent allowed by law, adopts the recitals as findings, declares that an emergency exists, and that this Ordinance shall go into effect immediately upon adoption by the Council and approval by the Mayor.

PASSED THIS 6TH DAY OF JULY, 2005, by the City Council of the City of McCleary, and signed in approval therewith this 6<sup>th</sup> day of July, 2005.

CITY OF McCLEARY:

Wallace Bentley  
WALLACE BENTLEY, Mayor

ATTEST:

Donnie Rostedt  
DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

Daniel O. Glenn  
DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON     )  
                                      : ss.

ORDINANCE - 5  
6/28/2005  
DG/le

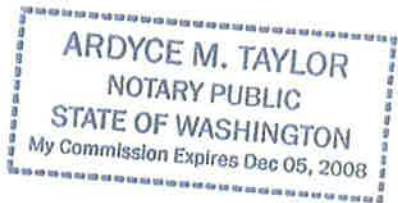
CITY OF McCLEARY  
100 SOUTH 3RD STREET  
McCLEARY, WASHINGTON 98557

GRAYS HARBOR COUNTY )

I, DONNIE ROSTEDT, 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 722 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 722, as it was published, is on file in the appropriate records of the City of McCleary.

Donnie Rostedt  
DONNIE ROSTEDT

SIGNED AND SWORN to before me this 6<sup>th</sup> day of July, 2005, by DONNIE ROSTEDT.



Ardyce M. Taylor  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, Residing at: McCleary  
My appointment expires: 12/05/08

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: February 6, 2013  
Re: Well 2/3 Progress Estimate No. 5

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Attached you will find a copy of Progress Estimate No. 5 for the Wellfield Improvements Project. Included with this Progress Estimate is a summary of work performed during the progress estimate time period.

**Action Requested:**

Please authorize payment of Progress Estimate No. 5 to Award Construction in the amount of \$98,431.94 and deposit \$4,759.77 into the retainage account.



**Gray & Osborne, Inc.**

CONSULTING ENGINEERS

February 1, 2013

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

SUBJECT: PROGRESS ESTIMATE NO. 5, WELL FIELD IMPROVEMENTS  
PROJECT  
CITY OF MCCLEARY, GRAYS HARBOR COUNTY, WASHINGTON  
G&O #11551.01

Dear Mr. Bird:


We have enclosed two copies of Progress Estimate No. 5 for this project. Also enclosed is a summary of the work performed to date. The total amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$98,431.94	\$4,759.77	\$40,868.86

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

Very truly yours,

GRAY & OSBORNE, INC.

  
Joe Plahuta, P.E.

JP/sp  
Encl.

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

**PROGRESS ESTIMATE NO. 5**  
**FEBRUARY 1, 2013**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 JANUARY 1, 2013 TO JANUARY 31, 2013

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

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

NO.	DESCRIPTION	BID ITEMS		QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
		QUANTITY	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	
1	Mobilization, Cleanup and Demobilization	1 LS	\$60,000.00	75.00%	0.00%	\$45,000.00	\$0.00	75%
2	Minor Changes	1 CALC	\$5,000.00	75.10%	54.10%	\$3,755.00	\$2,705.00	75%
3	Demolition	1 LS	\$13,500.00	80.00%	0.00%	\$10,800.00	\$0.00	80%
4	Locate Existing Utilities	8 EA	\$300.00	9	0	\$2,700.00	\$0.00	113%
5	Trench Excavation Safety System	1 LS	\$80.00	100.00%	0.00%	\$80.00	\$0.00	100%
6	Excavation, Backfill, Compaction and Grading	1 LS	\$11,600.00	95.00%	0.00%	\$11,020.00	\$0.00	95%
7	Special Excavation of Unsuitable Material	25 CY	\$65.00	0	0	\$0.00	\$0.00	0%
8	Erosion Control	1 LS	\$15,000.00	90.00%	0.00%	\$13,500.00	\$0.00	90%
9	Railroad Borings	1 LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
10	Foundation Gravel	75 CY	\$60.00	35	0	\$2,100.00	\$0.00	47%
11	Gravel Borrow	225 TN*	\$22.50	223	0	\$5,017.50	\$0.00	99%
12	Crushed Surfacing Top Course	250 TN	\$34.00	0	0	\$0.00	\$0.00	0%
13	Quarry Spalls	5 CY	\$120.00	1	0	\$120.00	\$0.00	20%
14	Commercial HMA	25 TN	\$135.00	25	0	\$3,375.00	\$0.00	100%
15	Topsoil	150 CY	\$38.00	45	0	\$1,710.00	\$0.00	30%
16	Hydroseeding	800 SY	\$1.10	667	0	\$733.70	\$0.00	83%
17	Operations Building	1 LS	\$180,000.00	85.00%	10.00%	\$153,000.00	\$18,000.00	85%
18	Existing Well No. 3 Building Modifications	1 LS	\$56,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
19	Replace Well No. 2 Pump	1 LS	\$70,000.00	90.00%	0.00%	\$63,000.00	\$0.00	90%
20	Replace Well No. 3 Pump	1 LS	\$66,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
21	Pyrolusite Treatment System	1 LS	\$110,000.00	92.73%	12.73%	\$102,000.00	\$14,000.00	93%
22	Sodium Hypochlorite Feed System	1 LS	\$31,000.00	90.00%	20.00%	\$27,900.00	\$6,200.00	90%
23	Potassium Permanganate Feed	1 LS	\$20,000.00	90.00%	20.00%	\$18,000.00	\$4,000.00	90%
24	Piping, Valves and Appurtenances	1 LS	\$211,000.00	95.00%	10.00%	\$200,450.00	\$21,100.00	95%
25	Electrical, Telemetry and Instrumentation	1 LS	\$276,000.00	40.00%	10.00%	\$110,400.00	\$27,600.00	40%
*Per Change Order No. 1, the contract quantity of gravel borrow has changed from 450 tons to 225 tons.								
<b>CHANGE ORDERS:</b>								
CO1								
	Install Additional Pipe	1 LS	\$4,413.42	100.00%	0.00%	\$4,413.42	\$0.00	100%
	Materials Testing and Segregation	1 LS	\$1,821.70	100.00%	0.00%	\$1,821.70	\$0.00	100%
	Generator Conduits	1 LS	\$2,328.29	100.00%	0.00%	\$2,328.29	\$0.00	100%
	Relocate Discharge Line	1 LS	(\$706.38)	100.00%	0.00%	(\$706.38)	\$0.00	100%
	Well No. 2 Rehabilitation							
	Change Well Casing Extension from 12" to 20"	1 LS	\$1,210.00	100.00%	0.00%	\$1,210.00	\$0.00	100%
	Sonar Jetting the Well Screen	1 LS	\$3,891.15	100.00%	0.00%	\$3,891.15	\$0.00	100%
	Well Cleanup	16 HR	\$302.50	27	0	\$8,167.50	\$0.00	169%

**PROGRESS ESTIMATE NO. 5**

FEBRUARY 1, 2013

CITY OF MCCLEARY  
GRAYS HARBOR COUNTY  
WASHINGTON

PROGRESS ESTIMATE PERIOD  
JANUARY 1, 2013 TO JANUARY 31, 2013

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

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

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

**PROJECT COSTS**

	AMOUNT TO DATE	AMOUNT THIS PERIOD
<b>TOTAL EARNED TO DATE</b>	\$817,377.18	\$95,195.30
LESS TAX	8.40%	\$7,996.41
<b>MATERIALS ON HAND (INCLUDING SALES TAX)</b>	\$0.00	\$0.00
<b>TOTAL WITH SALES TAX (Incl. Materials on Hand)</b>	\$886,036.87	\$103,191.71
<b>LESS 5% RETAINED (BEFORE TAX)</b>	\$40,868.86	\$4,759.77
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>	\$845,168.00	

ORIGINAL CONTRACT AMOUNT \$1,182,885.00  
 CONTRACT AMOUNT WITH CHANGE ORDERS 1-2 \$1,206,203.48  
 CONTRACT PERCENTAGE TO DATE 68%

PROGRESS ESTIMATE NO. 1  
 PROGRESS ESTIMATE NO. 2 \$157,255.89  
 PROGRESS ESTIMATE NO. 3 \$303,871.80  
 PROGRESS ESTIMATE NO. 4 \$220,704.20  
 \$64,904.18

**TOTAL PAYMENT NOW DUE:** \$98,431.94

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

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

GRAY & OSBORNE, INC.

AWARD CONSTRUCTION, INC.

JOE PLAHUTA, P.E.

CONTRACTOR'S REPRESENTATIVE

**PROGRESS ESTIMATE NO. 5**  
**FEBRUARY 1, 2013**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 JANUARY 1, 2013 TO JANUARY 31, 2013

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

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

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1.	SEPTEMBER 4, 2012 TO SEPTEMBER 28, 2012	\$152,085.00	8.40%	\$12,775.14	\$0.00	\$7,604.25	\$157,255.89
2.	SEPTEMBER 29, 2012 TO OCTOBER 31, 2012	\$293,879.88	8.40%	\$24,685.91	\$0.00	\$14,693.99	\$303,871.80
3.	NOVEMBER 1, 2012 TO NOVEMBER 30, 2012	\$213,447.00	8.40%	\$17,929.55	\$0.00	\$10,672.35	\$220,704.19
4.	DECEMBER 1, 2012 TO DECEMBER 31, 2012	\$62,770.00	8.40%	\$5,272.68	\$0.00	\$3,138.50	\$64,904.18
5.	JANUARY 1, 2013 TO JANUARY 31, 2013	\$95,195.30	8.40%	\$7,996.41	\$0.00	\$4,759.77	\$98,431.94
<b>TOTAL:</b>		\$817,377.18		\$68,659.69	\$0.00	\$40,868.86	\$845,168.00



## Summary of Work Performed

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

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

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

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

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

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

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

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

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

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

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

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

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: February 7, 2013  
Re: Well 1 Demolition and Decommission

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As you may recall, we previously discussed the additive item to have Award Construction demolish the Well No. 1 structure and decommission the existing well. The total cost for Award to complete the demolition and decommissioning work was \$9,875. Mr. Hinton had indicated that approximately \$5,000 of that total amount was for the decommissioning work (required to utilize licensed well drillers to properly decommission a well). Council had requested that we evaluate what would be required for the Public Works crew to complete the remainder of the work.

To obtain the required training and certifications from the State to complete the work, a total cost of over \$9,100 as shown on the attached sheet is required. Because this cost is almost the total to complete both items a detailed estimate to complete the work was not prepared. We did however complete a planning level estimate for demolition of the building and associated piping. The labor and equipment total for this work was approximately \$4,850 plus disposal costs.

Using the above information, if we were to utilize city forces to complete the demolition of Well No. 1, it would cost us approximately \$14,000 plus disposal costs. When compared to the contractors bid amount of approximately \$5,000, it seems prudent to utilize the contractor for this work rather than city forces.

### **Action Requested:**

Please confirm or deny inclusion of Well No. 1 Demolition and Decommissioning in the next change order for the Well Improvement Project.

Asbestos and Lead Paint Removal

Item Description	Training Cost	Labor Hours	Labor Cost	Total Cost	Notes
Lead Worker Class	\$ 550.00	16	\$ 42.72	\$ 1,233.52	Recertification required every 3 years
Lead Supervisor Class	\$ 700.00	32	\$ 48.81	\$ 2,261.92	Recertification required every 3 years
Asbestos Worker Class	\$ 450.00	32	\$ 42.72	\$ 1,817.04	8 HR refresher required annually
Asbestos Supervisor Class	\$ 630.00	40	\$ 48.81	\$ 2,582.40	8 HR refresher required annually
Lead Removal Business Certification	\$ 25.00			\$ 25.00	Recertification required every 3 years
Lead Worker Certification	\$ 25.00			\$ 25.00	Recertification required every 3 years
Lead Supervisor Certification	\$ 25.00			\$ 25.00	Recertification required every 3 years
Asbestos Worker Certification	\$ 45.00			\$ 45.00	8 HR refresher required annually
Asbestos Supervisor Certification	\$ 65.00			\$ 65.00	8 HR refresher required annually
Asbestos Removal Business Cert.	\$ 1,050.00			\$ 1,050.00	Recertification required annually
<b>Total</b>				<b>\$ 9,129.88</b>	

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: February 7, 2013  
Re: Snow Removal Policy

---

As promised, a draft snow and ice control policy is attached for your review. If no revisions are necessary, the policy will become effective immediately.

Two items to note when preparing the policy relate to sidewalks and vehicles parked on the street. At this time, we have omitted these subjects, but we wanted to bring this to your attention for consideration.

Regarding the sidewalks, many agencies throughout the state have adopted ordinances requiring the adjacent property owner to clear said sidewalk. Not having an ordinance such as this in place does not increase our liability (according to MRSC), nor does having an ordinance in place reduce our liability. It is just an effective tool to communicate who is responsible for what during snow events.

As to the parked vehicles, many agencies have components in their plans that require vehicles to not be parked on the street during plowing operations. They cite that a vehicle can be removed at the owner's expense if provided proper notification of the plowing activities. This approach was specifically omitted when preparing the draft; however, we have historically had difficulties with vehicles parked on 3<sup>rd</sup> Street. After consideration, some of these vehicles have no other parking locations, which will make it very difficult to require them to move. Additionally, after notification, we must allow an adequate amount of time for the vehicle to be moved. In major events this may be necessary, but not in most normal snow events. As an alternative, we will coordinate with law enforcement to contact the owner and request that the vehicle be moved, otherwise it will be blocked.

### **Action Requested:**

Please notify staff of any recommendations or modifications necessary prior to implementation of the policy.

---



City of McCleary  
Home of the McCleary Bear Festival

## SNOW AND ICE CONTROL POLICY

Effective Date: 02/13/13  
Revision Date: N/A

Project #: A12-16  
Prepared By: NDB

### 1. REFERENCES

- 1.1. Priority Routes Map (Figure 1)
- 1.2. Ordinance No. 779
- 1.3. WSDOT Maintenance Manual – Chapter 7 Snow and Ice Control

### 2. PRIORITIES

- 2.1. A prioritized system of roadway plowing is established and identified on the Priority Routes Map.
- 2.2. Snow plowing operations will be initiated in the following manner unless it is readily apparent that changing weather conditions will not warrant plowing.
  - 2.2.1. **Priority 1 Routes** – Priority 1 Routes are the top priority for snow and ice control, which includes access in and out of the city and to emergency facilities. Work continues on Priority 1 Routes until they are cleared when the snow depth exceeds one (1) inch.
  - 2.2.2. **Priority 2 Routes** – Priority 2 Routes are secondary roadways including access to educational facilities, the downtown business district, and areas of regular medical aid calls. After Priority 1 Routes are cleared, work moves to Priority 2 Routes. Work continues on Priority 2 Routes until they are cleared.
  - 2.2.3. **Local Access and Residential Roads** – After Priority 1 and 2 Routes are cleared, local access and residential roads shall be cleared. Local access and residential roads are not typically cleared as overtime tasks. The Director of Public Works or his designee may choose to clear these roads utilizing overtime at their discretion.
- 2.3. When Conditions are favorable for ice formation on roadways or when notified by Grays Harbor Dispatch, sand is applied to the road surface. Initial sanding operations prioritize hills, intersections, and bridges on Priority 1 and 2 Routes. Anti-icing chemicals are not currently used by the City.
- 2.4. Typical activities begin when there is one inch (1-inch) or more of snow on the Priority 1 Routes. When an event warranting plowing occurs, Priority 1 Routes are addressed within the first 0 – 36 hours. Priority 2 Routes are addressed within 72 hours of the initial event. If another event occurs during the first 72 hours, crews will return to the Priority 1 Routes.

### **3. EQUIPMENT**

- 3.1. Snow and ice equipment is inspected, calibrated and ready to mount on trucks by November 1<sup>st</sup>. Sand stockpile shall be maintained at the wastewater treatment plant. Stockpile quantity shall be regularly monitored to ensure adequate sand volume is on hand November 1<sup>st</sup> – January 31<sup>st</sup>.

### **4. PERSONNEL**

- 4.1. All employees in Teamsters Bargaining Unit are subject to call for snow control duties in accordance with the applicable collective bargaining agreement.
- 4.2. During single event occurrences, crews will endeavor to work a maximum of twelve (12) continuous hours.
- 4.3. During prolonged snow removal activities, operations will be split into two shifts. Shift hours will be from 8 AM to 8 PM and from 8 PM to 8 AM.

### **5. DRIVEWAYS AND PRIVATE ROADS**

- 5.1. Public Works does not remove snow from driveways or private roads, including portions of driveways and private roads in City owned right-of-way. Snow is removed from emergency and federal agency approaches or driveways.
- 5.2. The streets will be plowed to the edge of the traveled lane. Plowing operations may obstruct driveways and private road approaches. These access points shall be the resident's responsibility to clear.

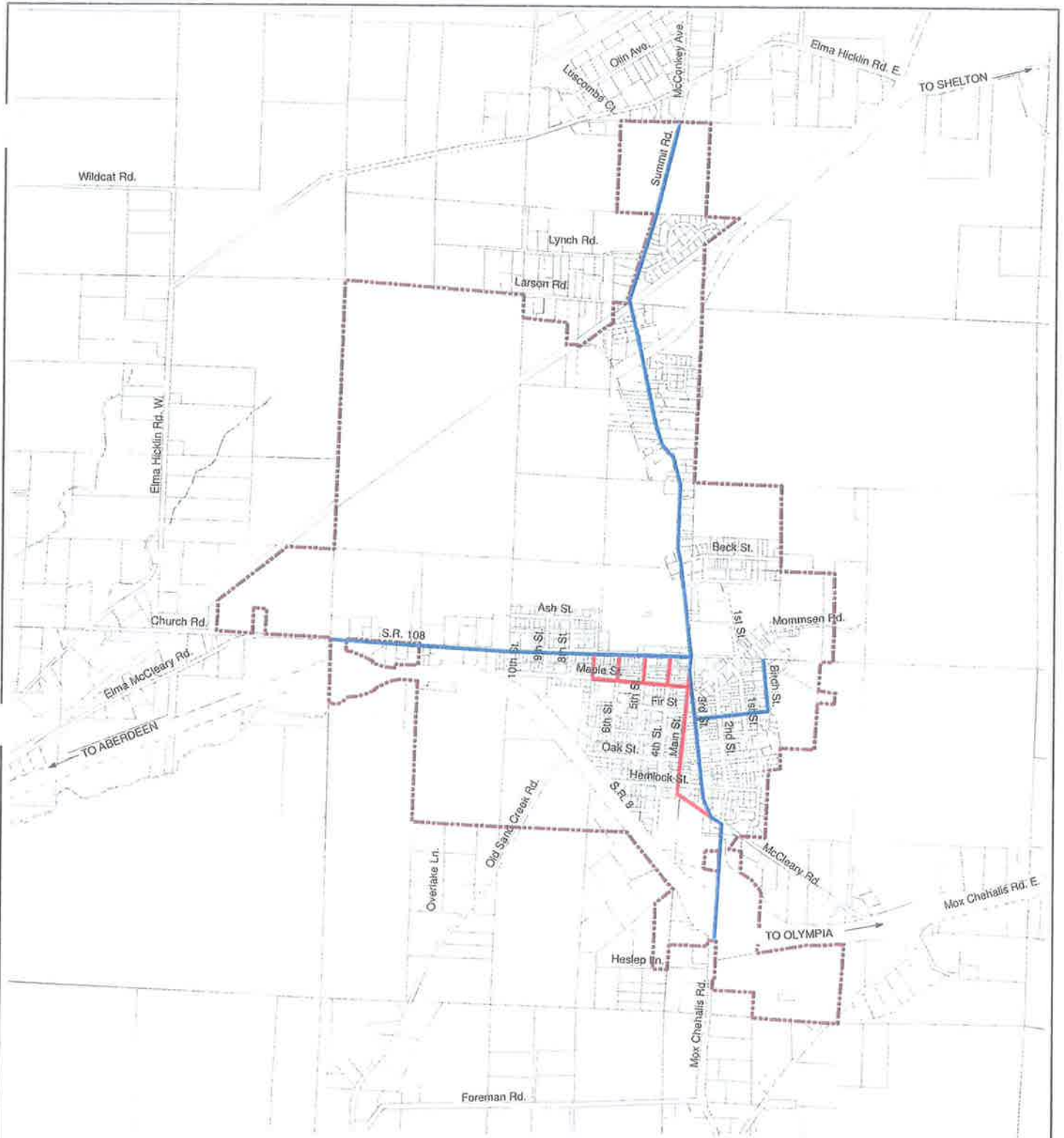
### **6. ITEMS WITHIN THE RIGHT-OF-WAY**

- 6.1. Items located within the City right-of-way are the owner's responsibility to maintain and repair if damaged, except when damage occurs by direct contact with the snow removal vehicles or equipment.
- 6.2. A repair for damage caused by indirect contact is the owner's responsibility. This includes damage caused by the force of snow plowed by snow removal equipment or by sand during sand application.

### **7. DEFINITIONS**

- 7.1. The term "cleared" indicates that snow has been removed from the travel lanes. It does not indicate bare pavement. There may be compact snow and ice on roads that are "cleared". When practical, snow is also removed from the shoulder area to provide capacity for additional snow and to provide adequate drainage areas for melting snow. Plowed snow may be placed on roadway shoulders, into roadway ditches, onto sidewalks adjacent to the road, or into roadway planting areas.






**Legend**

- PRIORITY 1 ROUTE
- PRIORITY 2 ROUTE
- CITY LIMITS
- PARCELS

## CITY OF McCLEARY

### FIGURE 1

### PRIORITY ROUTE MAP



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

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: February 6, 2013  
Re: Council Schedule

---

While attending a Council Of Governments meeting, I was presented with a very handy schedule for the monthly meetings. Ironically, the schedule looked similar to what has been provided herein. We have taken the liberty of including dates City Hall is closed, Bear Festival, and City Council meetings on the draft version.

One item you will note is that only one meeting is scheduled in the months of June, July, and August. We used the summer schedule utilized last year for reference. It was assumed that you would follow a similar patten this year. If this is not the case, please let us know.

Another date we were hoping to discuss is the upcoming February 27 meeting date. Both Wendy and I have training scheduled out of town during that week. That does not mean that we cannot make this work. I can drive back if necessary, and Wendy was planning on having Lindsay fill in for the evening. Of course, the other alternative is to cancel the meeting.

**Action Requested:**

Please let us know if any revisions to the 2013 Council schedule is warranted at this time.




# 2013

## City of McCleary

Home of the Bear Festival

100 S. 3rd Street  
McCleary, WA 98557

Phone: 360-495-3667

 Bear Festival

 City Hall Closed

 City Council Meeting

**DRAFT**

\* All dates are subject to change.

### January

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### February

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

### March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: February 6, 2013  
Re: Fire Department Space Needs Study

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In 2009 the City solicited qualifications for firms to complete a site analysis and space needs study for a new fire station. In September of 2009, the City authorized TCA Architecture-Planning, Inc to complete the work. In November of the same year, an addendum to the Professional Services Contract was executed. Both TCA and the City have copies of the executed addendum. Neither entity has a copy of the Professional Services Contract. Additionally, neither entity has any recollection of the contract being canceled.

At this stage, we would like to receive direction from the Council. Since the contract has been previously authorized do we want to proceed with the work utilizing TCA's services? Obviously the scope will need to be amended, as a site has already been chosen; as such, the amendment will be provided if authorized. If you determine that it is not in the best interest of the City to utilize TCA, we will need to solicit qualifications as was done in 2009.

A copy of the Professional Services Contract, Exhibit A (scope and budget), Exhibit B (fee schedule), and the associated addendum have been provided for your reference.

**Staff Recommendation:**

The work to initiate a contract with TCA has already been completed. In an effort to minimize redundant work, staff recommends utilizing the services of TCA as outlined in the attached Professional Services Contract, Exhibit A, Exhibit B, and associated addendum.

**Action Requested:**

Please consider confirming the use of TCA for the fire station space needs study.

## 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 \_\_\_\_\_, 2009 and ending August 30, 2010, 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.

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 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Notices. Notices to the City of McCleary shall be sent to the following addresses:  
City Clerk  
City of McCleary  
100 S 3<sup>rd</sup> 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

15. 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.

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 A

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### **A. DESCRIPTION OF SERVICES BY TASK**

#### **General**

Based on the Task items 1-9 listed below, we will establish a program document developed from a specific review of City of McCleary Fire Department operational needs. This program will be used to determine building footprint size and resulting space needs and site analysis and preferred site selection.

#### **TASK 1: Initial meeting and Kick-off meeting**

- Establish project roles, project representatives, key people, all stakeholders and decision making authority
- Review goals, policies and objectives
- Review pertinent regulations and standards
- Determine optional end product requirements
- Present overall project strategy and timeline
- Provide City with TCA pre-program documents to begin review of operational needs
- Follow up with support to City on operational needs

#### **TASK 2: Establish Baseline**

- City and TCA work together to identify needs
- Review existing Headquarters facility- Likes & Dislikes
- Establish zoning and building code restraints for proposed property location areas
- Establish opportunities and constraints unique to the particular site options
- Review current policies, practices and staffing for the future Headquarter

#### **TASK 3: Program Operational Needs**

- Conduct an operational needs analysis for current and future needs with City
- Describe and diagram individual space needs

#### **TASK 4: Create Program Document**

- Compile written and graphic data in a comprehensive matrix

#### **TASK 5: Diagram Conceptual Building Layouts**

- Translate established space requirements into diagrammatic building footprint and site use layouts



### **TASK 6: Site Size Analysis**

- Test-to-fit alternative sites with site selection matrix that allows benefits and conflicts to be evaluated.
- Review sites with respect to size, topography, soils, response, arterials, etc.
- Review advantages and disadvantages of options to determine preferred layouts based on prioritized analysis. (See sample diagram on following page)
- Provide copies of proposed layouts for City review and review expectations with City.

### **TASK 7: Final Review with Stakeholders**

- Review the program, conceptual site design with City, Fire Department and other designated stakeholders
- Make adjustments as needed to reflect preferences and concerns expressed
- Review to ensure that appropriate changes were made and that the project is ready for final presentation

### **TASK 8: Estimate Construction Cost**

- Estimate the project budget including: building, site and soft costs for the preferred options
- Assemble cost data in matrix form for comparative analysis

### **TASK 9: Prepare Final Report**

- Prepare finished renderings as needed to suit the requirements of the reviewing and decision-making body
- Assemble the program, design and cost information and renderings into booklet form
- Submit the report to the City

## **B. FEE APPROACH & BASIS**

### Tasks 1-5:

The following planning fees include tasks 1-9 above; additional service will be billed on a time and material basis.

### Services not included in the base service fee include but are not limited to:

Site engineering  
Surveying

### Services not included in the base fee but offered as reimbursable expense as needed:

Geotechnical investigations  
Environmental investigations  
Cost Estimating

### **Base fee:**

\$15,000 lump sum (billed hourly/ not to exceed- See attached fee spreadsheet)

### **Reimbursable Expenses:**

Above those listed in Fee Approach and Basis  
See attached exhibit B



architecture • planning

## Exhibit B FEE SCHEDULE

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### 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.

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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

## ADDENDUM TO CONTRACT

This addendum to that certain contract for professional services entered into by TCA ARCHITECTURE-PLANNING, INC. (TCA or Architect) and the CITY OF McCLEARY (City or Client).

### RECITALS

1. McCleary is anticipating utilizing the professional services of TCA in the review of the needs related to, location of, and other elements relating to the siting and construction of a fire station for the City.

2. TCA has provided a proposed contract in relation to the provision of these services. The Parties have agreed to certain clarifications and modifications to that contract. These agreed upon modifications and clarifications will be incorporated in this addendum.

3. It is specifically agreed and understood that, to the extent the provisions of this Addendum are inconsistent with the provisions of the proposed Contract, the provisions of this Addendum shall control.

NOW THEREFORE, the Parties agree as follows:

***Section 4 shall be deleted and the following substituted in its place:***

#### OWNERSHIP AND REUSE OF DOCUMENTS

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.

***Section 10: The current language shall be deleted and the following inserted in its place:***

#### TERMINATION

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.

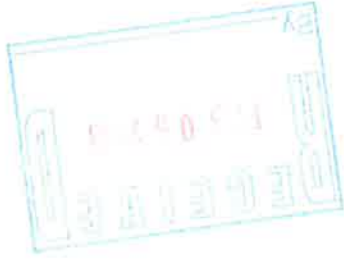
***Section 15: The current language shall be deleted and the following inserted in its place:***

#### CONTROLLING LAW & DISPUTE RESOLUTION

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



*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  
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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**

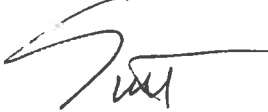
You acknowledge that we have made no guarantees regarding the disposition, outcome, or results of your legal or business matters, and all expressions we have made relevant thereto are only our opinions as lawyers based upon the information available to us at the time.

**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: February 8, 2013  
Re: Zoning Amendment Request

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A request to modify the existing zoning ordinance has been received. A copy of the request follows this staff report. We have also included MMC Section 17.40.130, regarding amendments to the zoning ordinance for your reference.

This is our first opportunity to implement Ordinance 790, which was adopted in December 2012. You will notice that the language in MMC 17.40.130 directs the Planning Commission to set a public hearing and submit a written recommendation to the Council. Ordinance 790, specifically Section I.F, states that *“In the event that an application involves review and possible amendments to the comprehensive plan and the zoning code of the City, it shall be the responsibility of the planning commission or planning agency (Hearing Examiner), to whichever the matter has been referred by the Mayor and Council, to hold such public hearings as may be required and make recommendations to the Council...”*.

At this time, this topic is not for consideration, but for referral.

### **Staff Recommendation:**

As the planning commission has one active member, and the Hearing Examiner is on call, it will likely be much more efficient to utilize the services of the Hearing Examiner.

### **Action Requested:**

Please consider directing staff to coordinate with the Hearing Examiner to set the public hearing date, facilitate the public hearing, and prepare a written recommendation to Council.

2/4/13

02-08-13A09:48 RCVD

McCleary City Council,

The purpose of this letter is to request that the city consider the definition of allowable uses, under the C1 zoning classification, to include 'Contractor Offices'.

Traditional enforcement of the C1 zone restricts manufacturing and construction related activities because of the obvious impacts that would be created to businesses currently protected within the zoning designation. "Contractor Offices" however, could be limited to specific activities that would be compatible with the spirit and intent of the existing zoning.

Office and warehouse space necessary for general and/or specialty contracting professionals could be established in the C1 zone in a way to help contractors serve the community by placing them conveniently in the downtown corridor. The contractors would benefit by having high traffic exposure. The city would benefit when contractors make property improvements and establish their primary addresses inside the city limits for sales taxes, etc..

Currently, I am aware of a number of local small business owners who run their businesses out of their homes. Moving to outlying, county or commercial/ industrial areas would not provide exposure to the many advantages a downtown location would offer. It is my belief that a thoughtful, well crafted modification to the existing zoning classification could be done to honor and protect the integrity of existing business and stimulate new activity in the downtown area that all of us wish to protect and support.

Thank you for your consideration of this request.

*J. B. [Signature]*

*Justin Keith*

*J. B. [Signature]*

*HOMETOWN ELECTRIC LLC*

*Reece Van Loeken*

*Ron Pittman*

*BIRINDELLI INC.  
LARRY BIRINDELLI*

*Justin Keith  
JK CONSTRUCTION*

*MERCER PLUMBING.  
AR Mercer.*

*Reece Van Loeken  
Freedom Heating & A/C  
Ron Pittman Const*

6. The proposed temporary use will not cause noise, light, or glare which will cause unreasonable adverse impacts to surrounding land uses. No use shall be made of equipment or material which produces unreasonable vibration, noise, dust, smoke, odor, or electrical interference to the detriment of adjoining property;

7. Any proposed use of public right-of-way is authorized by the city;

8. The property on which the use is located will be returned to the condition it was in before the use. The time is specified for the removal of the temporary use and all physical evidence of the use, and by which time the property shall be completely restored to its previous condition; and

9. Evidence of financial responsibility in a form acceptable to the administrator may be required to assure compliance with the conditions of temporary use permit approval.

D. In granting any temporary use permit, the administrator may attach conditions to the permit necessary to mitigate any possible adverse impacts.

E. The decision of the administrator shall be final unless appealed to the hearing examiner within ten days.

F. A temporary use permit shall become invalid if not exercised within the time prescribed in such permit, or, if the date is not specified, within six months of the effective date thereof.

(Ord. 742 § 20, 2007; Ord. 709 § 1 (part), 2004)

#### **17.40.130 Amendments.**

A. The city council may amend the text of the zoning ordinance, including the city of McCleary zoning map, whenever public necessity, convenience, or general welfare require such action and the proposed amendment is consistent with the city of McCleary comprehensive land use plan in accordance with RCW 35A.63.105.

B. Amendments to the text of the zoning ordinance may be initiated by:

1. One or more owners of property within the corporate boundaries of the city of McCleary;

2. A motion of the city council requesting the planning commission to set the matter for hearing; or,

3. A motion of the planning commission.

C. At the first meeting at which action may be taken occurring after the receipt of the request for amendment by the office of the clerk-treasurer, the commission shall set a date for a public hearing on the request. The hearing shall be set to occur no sooner than twenty days following the date of that meeting: provided that if any applicable law, ordinance, rule, or regulation requires the utilization of different time parameters for the particular hearing, those parameters shall be utilized; provided still further that, the hearing date may be continued from the date set if the commission determines that good cause supports such action.

Upon completion of its hearing, the planning commission shall submit a written recommendation to the city council as to the matters heard by its at its public hearing by filing it with the clerk-treasurer. This recommendation shall be tendered to the city council within sixty days after the close of the record provided that if any applicable law, ordinance, rule, or regulation requires the utilization of different time parameters for the particular submission, those parameters shall be utilized; provided still further that, the timing for submission may occur outside the time frames set forth above or continued from the date otherwise required if the commission determines that good cause supports such action.

Upon receipt of the commission's recommendation, the clerk-treasurer shall place the recommendation upon the agenda for the next regular meeting of the city council for commencement of consideration as set forth in subsection D of this section.

D. Upon receipt of the commission's recommendation on the matter heard by the commission, the city council shall at the next regular meeting of the council either set a time and place of public hearing thereon and order public notice as herein provided, or, if determines that no additional public hearing is necessary, set the matter on for consideration at its next regular council session. It at the time set for consideration without public hearing, the majority of the council determines it appropriate to schedule a public hearing, such hearing may be scheduled and held as provided for herein. So long as the council determines it has adequate information from the applicant and/or planning commission to make a decision, the council shall take final action within sixty days after the later of (1) any public hearing held by it or (2) the date of the consideration without public hearing. The council may its issue decision by passing an amendatory ordinance, by declining to amend, or by referring the matter back to the planning commission for further consideration. To the extent required by law, the council shall issue written findings of fact and conclusions of law in relation to the decision it makes. Written notice of the action take by the city council shall be transmitted by the clerk-treasurer to the planning commission and/or to the applicant, if the matter was initiated by the filing of an application: provided that, for purposes of an appeal, the date of issuance of the council's decision shall be determined as provided in RCW 36.70C.040(4), as now existing or hereafter amended or succeeded.

E. The city council's decision shall be final unless an appeal is timely filed and perfected within ten days of the issuance of the notice of the decision provided for under subsection D or, if applicable, within the time period set forth under the provisions of RCW 36.70C, as now existing or hereafter amended or succeeded.

(Ord. 709 § 1 (part), 2004)

#### **17.40.140 Enforcement and penalties.**

A. The purpose of this section is to establish an efficient system to enforce the provisions of this chapter to provide for prompt hearing and resolution of alleged violations of these regulations and to establish penalties, including abatement.

B. The administrator, the city attorney, or an officer of the police department has authority to secure voluntary correction agreements, issue notices of civil violation, and conduct abatements under this section.

C. The administrator shall initiate any enforcement procedure by first notifying the person responsible for the violation by certified letter. The certified letter shall include the following information:

1. The name and address of the person responsible for the violation;
2. The street address or other description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring;