



McCleary City Council

AGENDA

January 23, 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)

Old Business: Fire District #12 Discussion
 Utility Service Abandonment (Tab D)

New Business: Well Project Change Order #2 (Tab E)
 Greater Grays Harbor Municipal Services Agreement (Tab F)
 Library Heat Pump (Tab G)
 Transformer Procurement (Tab H)

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 9, 2012

ROLL CALL AND FLAG SALUTE	Council members Catterlin, Reed, Lant, and Schiller.
ABSENT	Ben Ator was absent. It was moved by Councilman Lant, seconded by Councilman Catterlin to excuse Councilman Ben Ator's absence. Motion Carried 4-0.
STAFF PRESENT	Present at the meeting were Dan Glenn, Wendy Collins, Nick Bird, George Crumb, John Graham and Jon Hinton from Gray & Osborne.
PUBLIC COMMENT	<p>A resident was curious when the Mayor was going to talk about the Port Blakely property that was sold because his property borders two sides of the property that sold and whatever it is going to be used for could greatly affect his property. Mayor Dent doesn't think it will impact him in any serious way, however, he can say he has been working on this for over a year and it is an extremely delicate situation. He wants to give the City hope and stop it from dying. The Mayor added that the people that bought the property are very sensitive about the project. Mayor Dent is not going to release a lot of public information at this time.</p> <p>A resident asked if Mayor Dent was going to run for another term and he said he probably would because he would not want to turn it over to someone who hasn't been involved with the process to date.</p>
MINUTES APPROVED	It was moved by Councilman Catterlin, seconded by Councilman Reed to approve the minutes from the December 12, 2012 meeting. Motion Carried 4-0.
MAYOR'S COMMENTS	None.
CITY ATTORNEY REPORT	Dan Glenn spoke briefly regarding the jail contract and Fire District 12.
DIRECTOR OF PUBLIC WORKS REPORT	Nick Bird has provided a memo for the Council and invites any questions.
UTILITY SERVICE ABANDONMENT	Revisions will be available at the next meeting.
JAIL SERVICE CONTRACT	A new contract has been reached and it does not involve the issue of felonies. The County has a new Sheriff now. Dan Glenn negotiated an annual contract subject to automatic renewal unless either party gives the other party written notice of the desire to terminate/renew at least 90 days prior to the end of the calendar year. The possibility of receiving another termination notice effective in the middle of the City's budget year is no longer a concern. It was moved by Councilman Lant, seconded by Councilman Schiller to authorize the Mayor to sign the jail contract. Motion Carried 4-0.
WELL 2/3 IMPROVEMENT CONTINGENCY IMPACT	At the last meeting, the Council asked Nick Bird for the balance in the contingency fund. The total in the fund is \$262,500.
UTILITY SERVICE IMPROVEMENT COST	In accordance with Resolution 507, we must revise our annual Utility Service Improvement Costs. It was moved by Councilman Catterlin, seconded by Councilman Lant to authorize the Utility Service Improvement Costs, dated January 9, 2012, with an effective date of January 10, 2013. Motion Carried 4-0.
WELL 2/3 PROGRESS ESTIMATE #4	It was moved by Councilman Lant, seconded by Councilman Reed to authorize payment of Progress Estimate No. 4 to Award Construction in the amount of \$64,904.18 and deposit \$3,138.50 into the retainage account. Motion Carried 4-0.
ELECTRIC VEHICLE PROJECT	It was moved by Councilman Lant, seconded by Councilman Catterlin to drop the electric vehicle charging station project. Motion Carried 4-0.

FD 12 LEVY FAILURE -
DISCUSSION

The City contracts with FD 12 only for fire suppression services by the City's Fire Department. The City is concerned when a call for services for injuries arising from an automobile accident on the freeway is generated and it is discovered that the location is outside the City's boundaries. The City needs to make sure those calls are responded to. Nick Bird spoke to Chief Prater from FD 5 and asked what type of response is expected if our light and power crew are working outside the city limits and get struck by a car. This is an enormous concern for the City.

Councilman Lant stated that the Department of Health requires FD 5 to respond to all trauma calls because they were given the East Grays Harbor County License. They have to respond to those calls whether they are a resident or non-resident. The Department of Health can revoke their license if they refuse to respond to trauma calls. As a City Council, Councilman Lant would like to suggest a strong letter be written to FD 5 reminding them of their responsibility under their Dept of Health licensing. Dan Glenn will prepare a letter.

LIGHTING

The T12 lamps and ballasts are being phased out. The City is considering utilizing our Energy Efficiency Program to recoup some of the costs associate with the transition. The City would like to replace the lamps in Building C (Light and Power) and Building G (Public Facilities Shop) . The total cost of the project is \$7,079.43 and the estimated incentive amount is \$3,970, making the net estimated installation cost of \$3,109 and will be distributed between the appropriate funds. **It was moved by Councilman Catterlin, seconded by Councilman Schiller to authorize the material purchase from CED and utilization of Hometown Electric to complete the lighting retrofit on Building C and G. Motion Carried 4-0.**

ORDINANCE NO. 791 MOVING
PARK & CEMETERY TO
GENERAL FUND AND CLOSING
GARBAGE FUND

The Garbage fund is no longer being used and needs to be closed and have the balances transferred to Current Expense. The Park & Cemetery Fund should be moved to Current Expense as it's own section. **It was moved by Councilman Lant, seconded by Councilman Reed to adopt Ordinance No. 791, AN ORDINANCE ADOPTING A METHODOLOGY AS TO ADDITION OR DELETION OF ACCOUNTS WITHIN THE BARS SYSTEM OF BUDGETARY ACCOUNTING; AUTHORIZING CERTAIN TRANSFERS; ADDING A NEW SECTION TO CHAPTER 2.12 MMC; AND PROVIDING AN EFFECTIVE DATE. Roll call taken in the affirmative. Ordinance Adopted 4-0.**

EXECUTIVE SESSION

It was moved by Councilman Lant, seconded by Councilman Catterlin to go into an executive Session at 7:44 pm for 10 minutes to discuss potential purchase of property. Attending were Mayor Dent, Councilmember's, and Dan Glenn. Motion Carried 4-0.

The Executive Session ended at 7:54 pm.

The City has an opportunity to purchase property for a new Fire Station site adjacent to an industrial site. It includes three lots, which could be sold later. It is a McCleary Fire Department recommended site. **It was moved by Councilman Lant, seconded by Councilmen Catterlin and Schiller to authorize the chair to purchase property for a new Fire Station site for \$150,000, which includes the waterline. Approximately \$80,000 will be made as the down payment and the balance remaining will be written up in a contract for 5% interest for 5 to 20 years with the understanding that the City can cancel the contract if the Fire Mitigation money is no longer available for any reason. Motion Carried 4-0.**

It was moved by Councilman Schiller, seconded by Councilman Lant to authorize the Mayor to request proposals from qualified professional firms in relation to a development and design program for the fire station and fire service area. Motion Carried 4-0.

PUBLIC COMMENT

Joy Iverson asked if the fire station will replace the existing one or be in addition to our current station and Mayor Dent clarified it will be a replacement fire station.

APPROVAL OF VOUCHERS

Accounts Payable vouchers/checks approved were 35759-35820 including EFT's in the amount of \$173,420.59 and 35821-35895 including EFT's in the amount of \$313,121.97 and payroll checks approved were 35754-35848 including EFT's in the amount of \$144,796.65.

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

MEETING ADJOURNED

It was moved by Councilman Lant, seconded by Councilman Reed to adjourn the meeting at 8:01 PM. The next meeting will be on January 23, 2013 at 7:00 PM. Motion Carried 4-0.

Mayor Gary Dent:

Clerk-Treasurer Wendy Collins:

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary
FROM: DANIEL O. GLENN, City Attorney
DATE: January 17, 2013
RE: LEGAL ACTIVITIES as of JANUARY 23, 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. **JAIL CONTRACT**: Pursuant to your approval action at the last meeting of the Council, the contract was executed by the Mayor and Ms. Collins. It was taken to the Commissioner's Office and placed on their meeting agenda for last week for consideration. Based upon contact with Mr. Baker of the Prosecutor's Office, the contract tendered by the City was approved without problem or objection.

Under the provisions of the contract, it is to go into effect upon approval by the Commission and its filing as required for Interlocal Agreements. Since the permitted filing techniques now include placement upon the City's website, that should happen very quickly since both parties have approved it.

2. **PROPERTY PURCHASE**: Pursuant to your authorization, a draft agreement was developed and provided to the Mayor and Mr. Bird for review. Their review was delayed a bit due to illness. By Thursday afternoon of the 17th, it shall have been provided to the Birindelli's for their review. I spoke to Larry prior to the time of the preparation of this report and requested that Stacy and he review the draft and

let me know of any questions or suggestions. Hopefully we will have an agreed upon draft for your review and consideration by the time of this meeting.

3. **IMPLEMENTATION OF MARIJUANA INITIATIVE:** The actual implementation of the provisions is now going forward. At the state level, the responsible licensing agency is seeking comments on the procedures and guidelines citizens feel appropriate. They are also seeking some clarity on how the federal government is going to react in relation to the legalization of actions which are violative of federal law. So far, neither former Governor Gregoire or the agency have been able to obtain such guidance.

From a local standpoint, it also creates conundrums for law enforcement. As an example, recently the Police Department of one of the other Cities I represent arrested an individual based upon assault allegations. However, the search incident to arrest resulted in the discovery and seizure of less than one ounce of marijuana and the pipe utilized to smoke the material. The Jail would not take the substance into its property custody so it was retained by the City. Upon release from custody, the individual would be allowed to reclaim the material. The issue is how to deal with the paraphernalia and whether or not charges are still appropriate.

Such "fun" for the Officers, their Chiefs, and myself.

4. **GREATER GRAYS HARBOR, INC. AGREEMENT:** This agency has been very helpful to the City over the last few months, as well in its prior format. The draft contract provided to me for review provides for the payment of \$1,000.00 for services to be provided during 2013. I would recommend, from a legal standpoint, that the Council authorize the Mayor to execute the agreement with two modifications. They are as follows:

A. Section V: The period for which the records are to be maintained needs to be consistent with that required for the City. Thus, I would suggest that the condition be that it be amended, if necessary, to that period.

B. Section IX: It allows either party to cancel the agreement with 60 days notice. However, the payment section requires the City to pay the \$1,000.00 within 30 days. Section IX does not provide a requirement that the contractor reimburse the City for the pro-rata "unearned" portion of the moneys if either party cancels. I would suggest that the following be added to that section:

"In the event that either party exercises its right to terminate this contract before the end of its regular term, than the AGENCY shall reimburse the CITY for the pro-rate amount of the \$1,000.00 paid by the City represented by the portion of the remaining as of the date of termination."

As usual, the chances of this occurring are minimal but law school does turn one into a "what if" person.

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

DG/le

STAFF REPORT

To: Mayor Dent
From: Nick Bird, Director of Public Works
Date: January 17, 2013
Re: Current Non-Agenda Activity

Well 2 & 3 Project

Since Well 2 has been taken off line we have been concerned with the integrity of Well 3 and anticipated the new treatment building and Well 2 would be online in February. Unfortunately, a significant delay in supplying the motor control center (MCC) has fouled this schedule. In approximately two to three weeks, the Contractor will complete all the work that can be completed on Well 2 prior to installation of the MCC. It is expected that the MCC will arrive on site in early April, after which two to three weeks of electrical work and another week of startup and testing will be required. With that being said, we are anticipating having Well 2 online in early May.

As the Contractor only has two to three weeks of work before they are in a holding pattern, we are considering issuing a suspension of working days until the MCC arrives on site. At this time, this delay is not expected to financially impact the City (it will significantly impact the Contractor). However, we are significantly exposed to risk, specifically as it relates to the operation of Well 3. Everyone involved with the project is well aware of this fact. Consequently, 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.

Obviously all parties involved are trying to provide the best product for the City, but this is business as well. At this time, we are attempting to develop a reasonable solution to this dilemma. If we are unsuccessful, I presume that both parties will end up needing to get their respective attorneys involved.

Treatment Plant Manager

No additional applications have been received. Since the advertisement has been out for well over a month, we will be reviewing the applications and making contact with the individuals.

Fire Department / Public Facility's Roof

The new roof is to be installed Friday. Please let us know what you think!

4kV Substation

As noted last meeting, an amendment has been included as new business to have Elcon prepare a procurement package for a replacement transformer at the 4kV substation.

Snow Policies

This topic is still on the “to-do” list. This must be provided to you before winter is over, as we do not want to carry this over and risk losing it through the summer.

Ecology Grant/Loan Program

Approximately \$143,786,000 was requested in loans and \$15,098,000 was requested in grants for the FY14 funding cycle. Our application was one of two applications received for wastewater planning activities, which leads us to believe that our request will likely be considered for funding.

As a reminder, we submitted a request to complete a General Sewer Plan, which is allowable through the loan only program. The total cost of the project is \$65,000, which was requested as part of the application. The estimated total impact to the City is \$32,500, as it is anticipated that the City will receive hardship assistance which will “forgive” 50% of the loan amount. The remaining amount will be paid back over 5 years at approximately 3.5%, unless paid off early. This translates to an estimated debt service of \$8,000 annually. Again, if “funded”, we will further evaluate the economic impacts when notified of funding availability prior to Council authorizing the loan agreement.

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.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: January 17, 2013
Re: Utility Service Abandonment

Since our last council meeting, we have had a flurry of activity. As such, Mr. Glenn and I still have not had the opportunity to prepare a revised resolution and ordinance to correct the discrepancies previously described. For the last time, we plan to have proposed revisions for your review next meeting.

Staff Recommendation:

None at this time.

Action Requested:

None at this time.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: January 17, 2013
Re: Well Project Change Order #2

Attached you will find a draft copy of Change Order No. 2. Three items are included in this change order, with the primary cost being for the rehabilitation of Well 3, similar to what was done on Well 2. Included in the change order is a description of the work along with the justification of the item of work.

Staff Recommendation:

All three of these items are “necessary evils” and were included in the project financial summary presented last meeting.

Action Requested:

Please consider authorizing the attached Change Order No. 2 for the Well Field Improvement Project.

CHANGE ORDER

Project Title	McCleary Well Field Improvements		
Owner	City of McCleary	Contractor Name	Award Construction, Inc.
Change Order No.	2	Contractor Address	980 Willeys Lake Road Ferndale, WA 98248
Change Order Date	1/23/13		
G&O No.	11551.01		

The following changes are hereby made to the Contract Documents:

Item No. 1:

The additional work consists of installing riser sections on the catch basins located outside of the operations building. The total lump sum cost for this change is \$700.65

Justification: This additional work is the result of raising the finished floor elevation of the operations building by 0.5 feet.

Item No. 2:

The additional work includes the installation of an 8-inch 45-degree bend and two restraining rings near the Well No. 3 building. The total lump sum cost for this change is \$889.65

Justification: This additional work is a result of changing the alignment of the raw water pipe between Well No. 2 and Well No. 3 to avoid interference with the existing pipeline between Well No. 2 and Well No. 3.

Item No. 3:

The additional work will include rehabilitation of Well No. 3. The work will include using a brush to clean the well casing and screen. An eductor pump will be used to remove debris from the bottom of the well casing.

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Well Clean-up	27 HR	\$302.50	\$8,167.50
Post Cleaning Video Inspection	1 LS	\$825.00	\$825.00
Total Estimated Cost (without tax)			\$8,992.50

Justification: When the video inspection was completed on Well No. 2, heavy encrustation was observed on the well screen. Furthermore, heavy sediment was observed at the bottom of the well. Well No. 3 is assumed to be in similar condition. Rehabilitation work will improve the capacity and long-term function of the well.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax)	\$1,182,885.00
Current Contract Amount, as adjusted by previous change orders	\$1,195,620.68
The Contract Amount due to this Change Order will be increased by	\$10,582.80

The new Contract Amount (without tax) due to this Change Order will be: \$1,206,203.48

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 5 working days, for a total of 108 working days.

The Physical Completion Contract Time will be increased by 5 working days, for a total of 128 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC. _____ Date _____

**AWARD
CONSTRUCTION, INC.** _____ Date _____

CITY OF MCCLEARY _____ Date _____



Working to Build and Strengthen Business and Industry for a Prosperous Community
Your Regional Chamber of Commerce and Economic Development Council

December 4, 2012

Mayor Gary Dent
City of McCleary
100 South 3rd Street
McCleary, WA 98557

Dear Mayor Dent:

With our first year as a new organization coming to a close, I want to thank you for your continued support of Greater Grays Harbor, Inc.

Recently, you received a letter requesting you to include us in the 2013 City of McCleary budget.

Enclosed are two copies of the 2013 service contract between City of McCleary and Greater Grays Harbor, Inc. I would appreciate it if you could review the enclosed contracts and sign if acceptable, keeping a copy for your records.

Once again, thank you for your support of GGHI. These are exciting times for Grays Harbor and your participation in our efforts is greatly appreciated. I look forward to working with you and your staff. Any time we can be of service, please call.

Sincerely,

Tim Gibbs, CEO
Greater Grays Harbor, Inc.

Enclosures

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this day by and between the City of McCleary, Municipal Corporation, hereinafter referred to as the "MUNICIPALITY" and Greater Grays Harbor, Inc., hereinafter referred to as the "AGENCY":

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the MUNICIPALITY desires to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the service set forth in this contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

I. SERVICES

The AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as AGENCY responsibilities throughout this Agreement.

The AGENCY shall provide a comprehensive, cooperative, and planned approach to economic development involving government, business, education, labor and others. Specific tasks shall include, without limitation:

- A. Encourage a favorable business climate;
- B. Encourage competitive and appropriate sites for business location and/or expansion;
- C. Encourage training and retraining of unemployed workers through cooperative efforts;
- D. Encourage tourism to Grays Harbor County through advertising, publicity and distribution of information;
- E. Find and encourage investment of capital in new and/or expanded business facilities and equipment;
- F. Identify, attract and assist relocation of new business to Grays Harbor County;
- G. Assist to correct problems which may hinder or prevent business existence, expansion or creation;
- H. Identify new inventions, innovations, markets and/or marketing potentials, and bring to fruition;
- I. Assist the City of McCleary in identifying and carrying out its responsibilities and function in a cooperative and planned approach to economic development.
- J. Assist in the creation, development, and support of small businesses.

II. REPORTING REQUIREMENTS

The AGENCY shall submit periodic reports as required by the MUNICIPALITY which shall include, but not be limited to, a fiscal year revenue and expenditure report, and final annual evaluation report.

III. DURATION OF AGREEMENT

The effective day of this Agreement shall be January 1, 2013, and shall terminate on December 31, 2013. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

The MUNICIPALITY shall reimburse the AGENCY for the services performed under this Agreement, an amount of \$1000.00, payable within thirty (30) days of contract execution.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The AGENCY agrees to maintain books, records, documents, and accounting procedures and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. The AGENCY agrees that the MUNICIPALITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

VI. COMPLIANCE WITH LAWS

The AGENCY, in performance of this Agreement, agrees to comply with all applicable federal, state, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

VII. NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Agreement, AGENCY agrees to comply with federal and state laws prohibiting discrimination in employment and delivery of services, including the Americans with Disabilities Act of 1990, as amended.

VIII. INDEMNIFICATION/HOLD HARMLESS

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the AGENCY's own risk and the AGENCY expressly agrees to indemnify, defend, and hold harmless the MUNICIPALITY and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the MUNICIPALITY which result from, arise out of, or are in any way connected with the services to be performed by the AGENCY under this Agreement.

IX. TERMINATION

If the AGENCY fails to comply with the terms and conditions of the Agreement, the MUNICIPALITY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 60 days notice in writing of intent to terminate.

X. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 20____.

Greater Grays Harbor, Inc
"Agency"

City of McCleary
"Municipality"



Signature

CEO

Title

Signature

Title

Signature

Title

Signature

Title

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: January 17, 2013
Re: Library Heat Pump

Here is another fun one. During the recent freeze, the heat pump at the library froze. When the heat was turned on in the morning, the fan blade, condenser motor, and outdoor coil failed because of the frozen parts. Todd has been able to bypass the heat pump and heat the facility with auxiliary heat, but the building holds steady at about 80 degrees.

Sunset Air, the company that does our HVAC work, was contacted to repair the pump. The quote to repair the heat pump is \$3,884.30 + tax. The quote to replace the unit is \$3,540.00 + tax, which includes a 5-year warranty.

Additional quotes were not solicited, as the intent was to get this repaired/replaced as soon as possible. Similar to the previous work we have authorized, this work would be conducted as a small project under RCW 35.23.352(1), which does not trigger bidding and advertising requirements.

Please note that we did check to see if an incentive through the conservation program could be obtained. Unfortunately, in this instance, no such incentive can be authorized.

Action Requested:

Please consider authorizing Sunset Air to replace the existing heat pump for a not to exceed cost of \$3,540 plus Sales Tax.



(360) 456-4956
5210 Lacey Blvd.

HEATING • COOLING • FIREPLACES • WINDOWS
Lacey WA 98503

fax: (360) 292-7205
e-mail parts@sunsetair.com

REPAIR PROPOSAL 934
ISSUE DATE: 01/16/13

ATTENTION: TODD
COMPANY:
JOB SITE NAME/LOCATION:

PHONE:
EMAIL: TODDB@CITYOFMCLEARY.COM
TOTAL PAGES: 2

**SUNSET AIR PROPOSES TO REPLACE THE CONDENSER FAN MOTOR,
FAN BLADE, OUTDOOR COIL, DEFROST CONTROL BOARD AND THE
DEFROST SENSOR ON THE LENNOX UNIT.
THE COST TO REPLACE THE PARTS INCLUDING ALL NECESSARY
LABOR IS \$3,884.30**

****TOTAL DOES NOT INCLUDE WASHINGTON STATE SALES TAX
THIS QUOTE WILL REMAIN VALID FOR 30 DAYS FROM DATE OF ISSUE.*

PLEASE CONTACT: JONATHON HALVERSON, PARTS COORDINATOR TO
APPROVE OR AUTHORIZE REPAIRS
CALL: (360) 456-4956 ext. 166
FAX: (360) 292-7205
EMAIL: PARTS@SUNSETAIR.COM

TERMS OF PROPOSAL:

Please be aware that this pricing reflects current equipment/material pricing and availability, with no factor for inflation/escalation. The price shown is good for 30 days. Given the volatility of the commodities market, this portion of our price may need to be adjusted for final pricing.

**NOTICE TO CUSTOMER
(RCW 18.27.114)**

This contractor is registered with the state of Washington, Registration No. SUNSEA*220CM, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is February 3, 2013.

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

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

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

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

YOUR PROPERTY MAY BE LIENED.

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

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Washington State Department of Labor and Industries.

In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorneys' fees, experts' fees, and costs and expenses.

If this proposal is acceptable, please indicate your acceptance and acknowledgement of the NOTICE TO CUSTOMER above by signing and returning. We will consider this direction to proceed.

Date of acceptance: _____

(Name) – Please Print

(Signature)

Cust. Order # (if applicable): _____ Delivery Options: _____
****PLEASE SPECIFY THE DESIRED METHOD OF DELIVERY (OVERNIGHT, 2ND DAY AIR, GROUND)****

Todd Baun

From: Kim Dinsmore [kad@sunsetair.com]
Sent: Wednesday, January 16, 2013 10:49 AM
To: Todd Baun
Subject: RE: City of Mcleary

Includes installation.

From: Todd Baun [<mailto:Toddb@cityofmccleary.com>]
Sent: Wednesday, January 16, 2013 10:32 AM
To: Kim Dinsmore
Subject: RE: City of Mcleary

Does the replacement cost include installation or will that be separate?

Todd Baun
Public Facilities Manager
City of McCleary
360-495-3667 ext. 123
360-470-1422
toddb@cityofmccleary.com

www.cityofmccleary.com

From: Kim Dinsmore [<mailto:kad@sunsetair.com>]
Sent: Wednesday, January 16, 2013 10:29 AM
To: Todd Baun
Subject: FW: City of Mcleary

Todd the price to replace the outdoor unit is \$3,540.00 + tax attached is the repair cost. Let us know how you would like to proceed.

Sincerely

Kim Dinsmore
Sunset Air Inc.
360-456-4956x107

From: Parts [<mailto:parts@sunsetair.com>]
Sent: Wednesday, January 16, 2013 9:57 AM
To: Kim Dinsmore
Subject: City of Mcleary

Hello Kim,
Todd's email is toddb@cityofmccleary.com

Attached is my repair proposal also.

Thanks



Jonathon Halverson

Parts Department Coordinator

email: parts@sunsetair.com

phone: (360) 456-4956 ext 166

fax: (360) 292-7205

R2H3

Product Specifications

For Use With R-22 Refrigerant

HEAT PUMP COMPONENT

1-1/2 THRU 5 TONS

208 / 230 Volt, 1-phase, 60 Hz

REFRIGERATION CIRCUIT

- Scroll compressors on all models
- Compressors contain proper charge of mineral oil
- Suction line accumulator factory installed
- Integrated solid state control with Time-Temperature Defrost
- Low pressure switch
- Copper tube / aluminum fin coil

EASY TO INSTALL AND SERVICE

- Easy Access service valves on all models
- External high and low refrigerant service ports
- Only two screws to access control panel
- Factory charged with dry nitrogen holding charge
– For use with R-22 refrigerant

BUILT TO LAST

- Pre-painted cabinet finish over galvanized steel
- Coated inlet grille with 3/8" (10mm) grille spacing for extra protection (hail guard)

WARRANTY*

- 5 year parts limited warranty (including compressor and coil)

* Applies to original purchaser/homeowner, some limitations may apply. See Warranty certificate for complete details.



Use of the AHRI Certified TM Mark indicates a manufacturer's participation in the program. For verification of certification for individual products, go to www.ahridirectory.org.

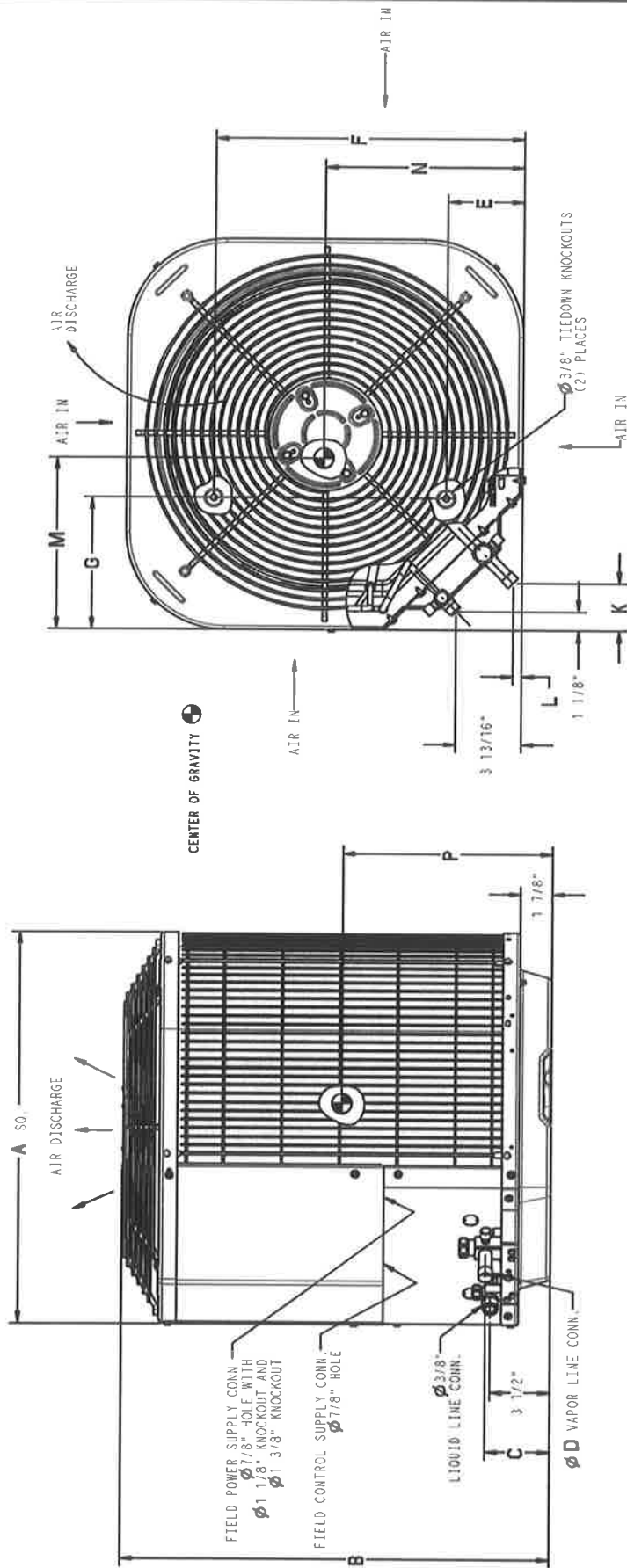


* Units factory shipped with no refrigerant, dry nitrogen charge only.

Model Number (Series 200/400)	Size (tons)	Nominal BTU/hr	Min. Circuit Ampacity	Max. Fuse or Breaker	Operating Dimensions height x width x depth in. (mm)	Shipping/Operating Weight lbs.(kg)
R2H318GKR	1-1/2	18,000	10.9	15	28-7/16 x 23-1/8 x 23-1/8 (722 x 587 x 587)	129 / 119 (59 / 54)
R2H324GKR	2	24,000	14.3	20	35-3/16 x 23-1/8 x 23-1/8 (894 x 587 x 587)	138 / 126 (63 / 57)
R2H330GKR	2-1/2	30,000	18.4	30	28-7/16 x 31-3/16 x 31-3/16 (722 x 792 x 792)	178 / 161 (81 / 73)
R2H336GKR	3	36,000	20.4	30	31-13/16 x 31-3/16 x 31-3/16 (808 x 792 x 792)	192 / 177 (87 / 80)
R2H342GKR	3-1/2	42,000	25.4	40	38-5/8 x 31-3/16 x 31-3/16 (981 x 792 x 792)	216 / 198 (98 / 90)
R2H348GKR	4	48,000	28.7	40	28-7/16 x 31-3/16 x 31-3/16 (722 x 792 x 792)	221 / 207 (100 / 94)
R2H360GKR	5	60,000	33.0	50	42 x 31-3/16 x 31-3/16 (1067 x 792 x 792)	285 / 273 (129 / 124)

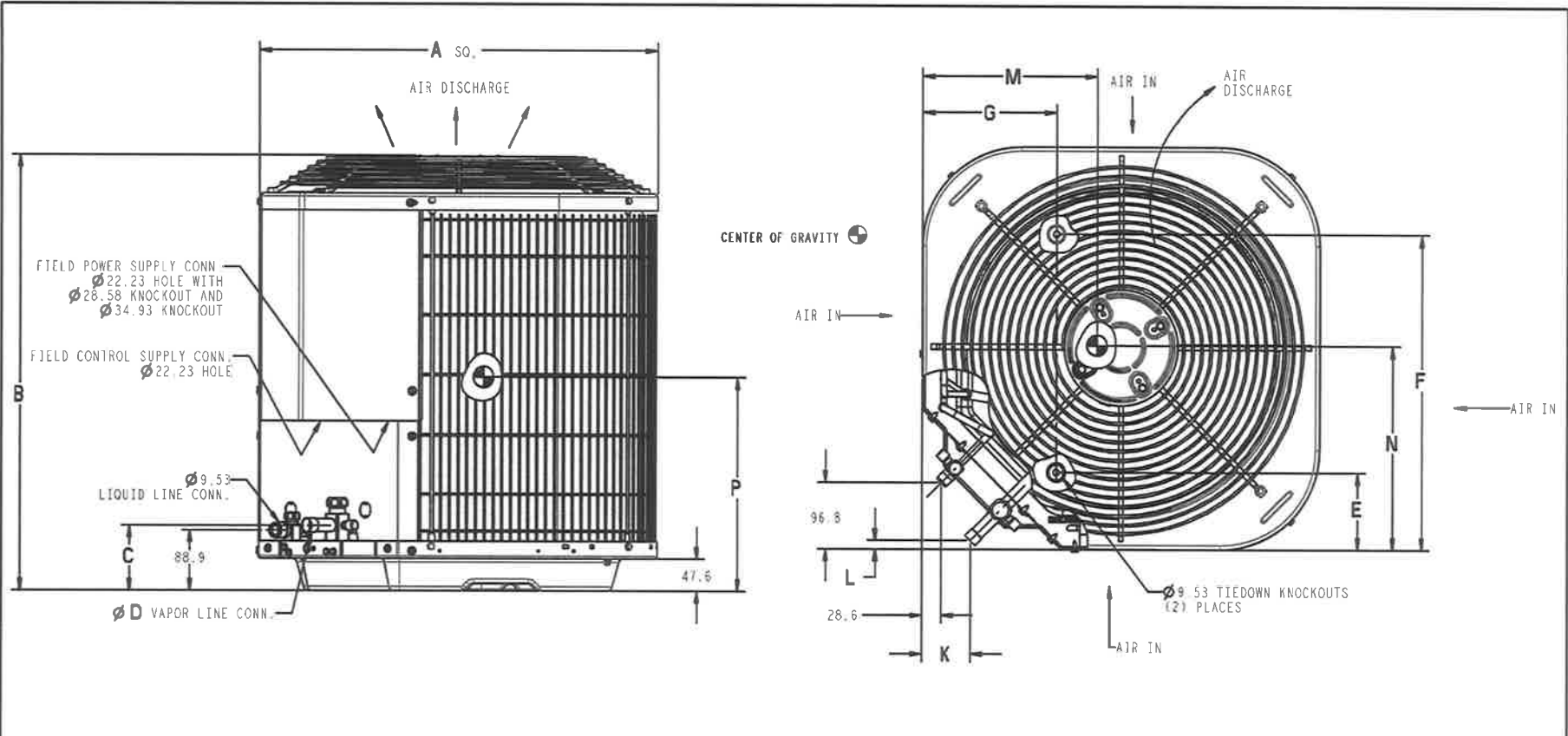
Specifications subject to change without notice.

428 65 6401 01 Oct. 2011



All Dimensions Inches (English)

Model (Series 200/400)	A	B	C	D	E	F	G	K	L	M	N	P	Minimum Mounting Pad Size	Crated Dimensions H x W x D
R2H318GKR	23-1/8	28-7/16	3-3/4	3/4	4-7/16	18-1/16	7-13/16	2-13/16	1/2	11-1/2	10-1/2	12-1/2	23-1/2 X 23-1/2	30-5/8 X 24-1/8 X 24-1/8
R2H324GKR	23-1/8	35-3/16	3-3/4	3/4	4-7/16	18-1/16	7-13/16	2-13/16	1/2	11-1/2	10-1/2	14-1/2	23-1/2 X 23-1/2	37-7/16 X 24-1/8 X 24-1/8
R2H330GKR	31-3/16	28-7/16	3-3/4	3/4	6-9/16	24-11/16	9-1/8	2-13/16	1/2	15	15	12	31-1/2 X 31-1/2	30-5/8 X 32-3/16 X 32-3/16
R2H336GKR	31-3/16	31-13/16	3-7/8	7/8	6-9/16	24-11/16	9-1/8	2-15/16	5/8	15	15	11-1/2	31-1/2 X 31-1/2	34 X 32-3/16 X 32-3/16
R2H342GKR	31-3/16	38-5/8	3-7/8	7/8	6-9/16	24-11/16	9-1/8	2-15/16	5/8	15	15	15-1/2	31-1/2 X 31-1/2	40-13/16 X 32-3/16 X 32-3/16
R2H348GKR	31-3/16	28-7/16	3-7/8	7/8	6-9/16	24-11/16	9-1/8	2-15/16	5/8	15	15	12	31-1/2 X 31-1/2	30-5/8 X 32-3/16 X 32-3/16
R2H360GKR	31-3/16	42	3-7/8	7/8	6-9/16	24-11/16	9-1/8	2-15/16	5/8	15	15	16	31-1/2 X 31-1/2	44-1/4 X 32-3/16 X 32-3/16



Model (Series 200/400)	All Dimensions mm (SI Metric)												Minimum Mounting Pad Size	Crated Dimensions H x W x D
	A	B	C	D	E	F	G	K	L	M	N	P		
R2H318GKR	587	722	95	19	113	459	198	71	13	292	267	318	597 x 597	778 x 613 x 613
R2H324GKR	587	894	95	19	113	459	198	71	13	292	267	368	597 x 597	951 x 613 x 613
R2H330GKR	792	722	95	19	243	627	232	71	13	381	381	305	800 x 800	778 x 818 x 818
R2H336GKR	792	808	98	22	243	627	232	75	16	381	381	292	800 x 800	864 x 818 x 818
R2H342GKR	792	981	98	22	243	627	232	75	16	381	381	394	800 x 800	1037 x 818 x 818
R2H348GKR	792	722	98	22	243	627	232	75	16	381	381	305	800 x 800	777 x 818 x 818
R2H360GKR	792	1067	98	22	243	627	232	75	16	381	381	406	800 x 800	1124 x 818 x 818

PHYSICAL DATA							
Model Size (Series 200/400)	18	24	30	36	42	48	60
Nominal Cooling Capacity (BTU/hr)	18,000	24,000	30,000	36,000	42,000	48,000	60,000
Sound Rating (dBA)**	76	76	76	77	80	80	80
PSC Fan Motor HP	1/12	1/10	1/10	1/5	1/4	1/4	1/4
Fan RPM (single speed)	1100	1100	1100	1100	1100	1100	1100
Fan CFM	1700	2000	2600	3100	3400	3400	3400
Coil Face Area ft ² (m ²)	9.8 (0.91)	12.6 (1.17)	15.14 (1.41)	17.30 (1.61)	23.79 (2.21)	15.14 (1.41)	23.79 (2.21)
Coil Rows – fins per inch	1 – 25	1 – 20	1 – 20	1 – 25	1 – 25	2 – 20	2 – 20
Liquid Line Connection Size in. (mm)	3/8 (10)	3/8 (10)	3/8 (10)	3/8 (10)	3/8 (10)	3/8 (10)	3/8 (10)
Vapor Line Connection Size in. (mm)	3/4 (19)	3/4 (19)	3/4 (19)	7/8 (22)	7/8 (22)	7/8 (22)	7/8 (22)
Recommended Line Set Liquid Tube Diameter in. (mm)	3/8 (10)	3/8 (10)	3/8 (10)	3/8 (10)	3/8 (10)	3/8 (10)	3/8 (10)
Recommended Line Set Vapor Tube Diameter in. (mm)	3/4 (19)*	3/4 (19)*	3/4 (19)*	7/8 (22)*	7/8 (22)*	7/8 (22)*	1-1/8 (29)*
* Recommended Vapor Tube Line size is for standard installations. These recommendations may not apply to "Long Line" installations. When the total equivalent line length exceeds 80 feet (24.4m) or there is more than 20 feet (6.1 m) vertical separation between indoor and outdoor units, consult the Long Line Application Guideline document before purchasing/installing line sets.							
Suggested Field R-22 Refrigerant Charge for 15 foot (4.6m) Lineset lbs. (kg)	5.35 (2.43)	4.68 (2.13)	5.29 (2.41)	6.50 (2.96)	7.50 (3.41)	9.13 (4.15)	13.03 (5.93)
Required Subcooling °F (°C)	21 (12)	13 (7)	12 (7)	14 (8)	14 (8)	16 (9)	16 (9)
Weight, shipping lbs. (kg)	129 (59)	138 (63)	178 (81)	192 (87)	216 (98)	221 (100)	285 (129)
Weight, operating lbs. (kg)	119 (54)	126 (57)	161 (73)	177 (80)	198 (90)	207 (94)	273 (124)

ELECTRICAL DATA (208/230-1-60, voltage range 197V – 253V)							
Model Size (Series 200/400)	18	24	30	36	42	48	60
Minimum Circuit Ampacity – MCA (amps)	10.9	14.3	18.4	20.4	25.4	28.7	33.0
Maximum OverCurrent Protective device – MOCP (amps)	15	20	30	30	40	40	50
Compressor RLA (Rated Load Amps) LRA (Locked Rotor Amps)	8.3 40.3	10.8 56.0	14.1 75.0	15.4 87.0	19.2 112.0	21.8 137.0	25.3 146.0
Fan Motor FLA (Full Load Amps)	0.5	.77	0.8	1.1	1.4	1.4	1.4

**Sound Rating tested in accordance with ARI Standard 270-95 (not listed with ARI).

ACCESSORY USAGE GUIDELINES			
Accessory	REQUIRED FOR APPLICATIONS IN SNOW-BELT REGION	REQUIRED FOR LOW-AMBIENT APPLICATIONS {Below 55°F (13°C)}	REQUIRED FOR LONG-LINE APPLICATIONS* {Over 80 Ft. (24.4m)}
Crankcase Heater	Standard (if required)	Yes	Yes
Evaporator Freeze Thermostat	No	Yes	No
Accumulator	Standard (factory installed)	Standard (factory installed)	Standard (factory installed)
Hard Start Kit (Capacitor & Relay)	No	Yes	Yes
Low Ambient Kit (Pressure Switch)	No	Yes	No
Support Feet, 4" (102mm) tall	Yes	Recommended	No
Liquid Line Solenoid Valve	No	No	See Long-Line Application Guideline

* For Line Set lengths between 80 and 200 ft (24.4 and 61m) horizontal. or more than 20 ft (6.1m) indoor-outdoor vertical separation, refer to the Long Line Application Guideline document.

ACCESSORIES		
Part Number	Description	Used On Model Size
NASA001SC	Start Component - PTC Device	ALL
NASA001FS	Evaporator Freeze Thermostat	ALL
NASA001LS	Liquid Line Solenoid Valve	ALL
NASA001TD	Time Delay Relay, Indoor Blower	ALL
NASA001AC	Anti-Cycle Timer (5 minute delay)	ALL
NASA201LA	Low Ambient Kit (Pressure Switch)	ALL
AMF002OTA	Outdoor Thermometer Kit	ALL
NASA204PS	High Pressure Switch*	ALL
AXWR01DFC	Fossil Fuel Kit	ALL
NASA001SF	Support Feet, 4" tall	ALL
NASA003CH	Crankcase Heater for Compressor	18, 24
NASA001CH	Crankcase Heater for Compressor	30, 36, 42, 48, 60
NASA003SC	Hard Start Kit (Capacitor & Relay)	18, 24, 30, 36, 42, 48
NASA004SC	Hard Start Kit (Capacitor & Relay)	60
NASA002SJ	Sound Jacket, Compressor	18, 24, 30
NASA001SJ	Sound Jacket, Compressor	36, 42, 48
NASA003SJ	Sound Jacket, Compressor	60
AMF153TKB	TXV Kit, R-22 (converts R-22 piston coils to R-22 TXV)	18, 24, 30, 36
AMF355TKB	TXV Kit, R-22 (converts R-22 piston coils to R-22 TXV)	42, 48, 60

* Dual Fuel applications require High Pressure Switch.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: January 17, 2013
Re: Transformer Procurement

Dissolved Gas Analysis (DGA) results have displayed that one of the three transformers at the 4kV substation is failing. It has not failed yet (this is an important distinction). Currently, we do not have a spare transformer to be used in the event of a failure incident. In the event a transformer fails, we will be able to supply a portion of the 4kV system with power service, but we will not be able to supply three phase service. This has the potential of affecting critical services, like the hospital for example.

To alleviate this concern, we would like to begin the process to purchase a reconditioned transformer. The estimated purchase price is approximately \$20,000. As the anticipated amount is above the material bid limit of \$7,500, we must solicit bids in accordance with RCW 35.23.352(6).

To ensure the procurement package is prepared appropriately, we would like to utilize the services of our electrical engineering firm, Elcon. Our existing contract allows for utilization of Elcon for minor engineering services (up to \$500 per incident); work over this amount requires Council authorization, thus the request.

The attached email shows a not to exceed budget amount of \$1,920 to develop the specification package, respond to vendor questions, and evaluate the bids. This work would be conducted as Work Order 13-01.

Action Requested:

Please consider authorizing Elcon to complete the attached scope for the not to exceed budget amount of \$1,920.00.

Nick Bird

From: Mike Unger [munger@elcon.com]
Sent: Tuesday, January 15, 2013 10:52 AM
To: Nick Bird
Cc: Paul Nott
Subject: Specification for Purchase of Transformer

Follow Up Flag: Follow up
Flag Status: Completed

Nick,

This email is to request a \$1,920 budget for the following:

1. Develop a specification for purchase of a single phase transformer for Seventh and Maple Street Substation.
2. Respond to questions from vendors.
3. Analyze bids.

Regards, Mike

- -
Michael W. Unger P. E.
Principal Electrical Engineer
Elcon Associates, Inc.
503.644.2490
971.249.1553 (Direct)
503.348.8716 (Cell)
503.644.2911 (Fax)