



McCleary City Council Agenda

02/24/2021- 6:30PM

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1. **Call to Order/Flag Salute/Roll Call**
Roll Call: ___ Pos. 1-Amsbury, ___ Pos. 2-Huff , ___ Pos. 3- Heller, ___ Pos. 4-Miller ___ Pos. 5- Iversen
2. **Agenda Modifications/Acceptance**
3. **Special Presentations**
4. **Public Comment**
5. **Consent Agenda**
 - a 2/10/2021 Minutes- Action
 - b Council Voucher Approval for Feb 15, 2021 Disbursements- Action
6. **Updates**
 - a Departments - PW, Water/WW, Building, L&P, Finance - Information
 - b Legal Update- Investigation update - Information
 - c Mayor Comments - Public Awareness - Lindsey Baum
7. **New Business**
 - a Speed Limit Discussion - Information
 - b Planning Commission Discussion - Information
 - c SWRTPO Interlocal Agreement - Action
 - d TSI Contract - Action
8. **Old Business**
 - a
9. **Ordinance and Resolutions**
 - a
10. **Updates**
 - a Councilmembers - Information
 - b Mayor - COVID-19 Update - Information
11. **Public Comment**
12. **Executive Session**
13. **Adjourn**

Please turn off Cell Phones- Thank you

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CITY OF MCCLEARY
City Council Meeting
Wednesday, February 10, 2021

CALL TO ORDER

Mayor Orffer called the meeting to order at 6:30 pm.

ROLL CALL

Wendy Collins took roll call. Councilmember's Jenna Amsbury, Brycen Huff, Jaron Heller, Chris Miller, and Joy Iversen were all present.

STAFF PRESENT

Wendy Collins, Clerk-Treasurer, Todd Baun, Director of Public Works, Steve Blumer, Police Chief, and Chris Coker, City Attorney were present.

PUBLIC COMMENT

Monique Buechel, 427 S 3rd Street, asked Chris Coker about comments from the last meeting. A community member asked him about whether the city council had a choice in the investigator. She pointed out in the recording, Mr. Coker stated it's not the role of the city council to choose an investigator. She asked him if that is something he remembers. Chris said he remembers it well and Ms. Buechel said at 8:51 in the meeting recording, he said the council approved the investigator and he added they did approve the contract. Monique said when she brought it up he said he can only make a recommendation and not choose the investigator. Chris confirmed he does not have the authority to do that. His role as the city attorney is to make a recommendation to the council and assist them. He doesn't make policy or decisions. He recommends things to the city and they ultimately make the decisions because he can't enter into a contract.

Monique commented that Chris contradicted himself in his comments when he said it's not the role of the city council to make that recommendation and she offered to play the recording for him. He told her she didn't need to do that and he is not going to get into an argument with her because is she interpreted it that way, he disagrees. He stands by his statements and will leave it at that.

She asked him to confirm that it is the city council that approves the investigator and it's not something that he did and he said yes, he can't approve the investigator, he can only recommend an investigator. He does not have the authority to approve these things and cannot enter into a contract on behalf of the city.

Monique played a portion of the tape and asked Chris if he could see why she gets confused. He asked if she is asking if the city council would individually go out and look for an investigator and she said she wants to know if the city council actually approved the specific investigator and if they had a choice. Usually, there are three bids in the company she works for and they get to choose from there. Chris responded he doesn't know where she works, but this isn't that situation. She said she thinks it's shady and things in these meetings concern her about how the city is run.

Monique Buechel brought up another question for Todd Baun. She said you guys have stated that the tower was an emergency repair because it had been leaking, but she heard from a previous employee that it had been

leaking for three years. Todd stated he doesn't know who she talked to but she can ask him, or Chief Blumer, or any public works people that worked on it and they can tell you it was leaking. She said that is why she did a public information request to try to find out if there was a work order or something showing there was leaking and the city has nothing and no work orders in the city, which is alarming to her, too. That seems pretty shady when there is no work orders for anything she has had in her public record requests. Todd said the city only does work orders for jobs that we get reimbursed for by customers. Monique does not think that is right and she said it was stated as soon as the employee brought it to the city's attention there was concern of asbestos, the city did the right thing and went to L&I and reported it and Todd responded, absolutely. She said that happened one year after the project. She said two months after the project you tested and found asbestos so why didn't you go to L&I then? Why did he have to wait for an employee to come forward and say they were concerned about their health before taking action? Todd asked her where it's stated that he did testing three months after the project. Monique said she has it in her public record request.

Todd stated he didn't test the hose tower until after the employee came forward with their concern. Monique will look for the dates and save it for the next council meeting.

Monique Buechel's last thing to discuss is regarding the mailboxes on 3rd Street. The street project has been done for how long and their mailboxes are sitting on Oak Street falling apart in a big rut full of mud. The post master said the mailboxes have to sit there because the city can't get attachments for the right boxes. Todd said he has been working with the post master and it's a matter between them, and us, to get the correct box that they want. She asked how long a project like this takes because it has to do with their personal mail. Todd will talk to the post master tomorrow and figure out what we can do to expedite it. She would greatly appreciate that.

Suzannah Winstedt, 527 W Simpson Avenue,

She asked Councilmember Huff if there has been any action for the clean-up he talked about at the first meeting and he said there hasn't but he will be reaching out and asked her to email him to work out the details.

She asked if the city could get additional trash cans to put out around the city to decrease the trash issue near the downtown area.

She asked if the new website will replace Facebook posts to communicate with the public and Todd said it will not. He said the new website will function better with Facebook and media platforms. Suzannah asked if it will have a calendar or messaging system to send notifications out to people who sign up and Todd said the new website will have all of that and you can sign up for notifications. She asked if it will make it easier for people to update and a push will go out to notify people of things happening in the city and Todd said once it gets further down the process he will know how it works. We did sign up for a module that allows people to sign up for notifications.

Suzannah Winstedt commented on her desire to have public comments at the end of the council meetings, not just the beginning. After researching other city agendas, she found it is common to have two public comment times. She would like to see a much more detailed agenda outlining what is going to happen. Or follow Mr. Vessey's suggestion from the last meeting and just interject on relevant portions of the discussion.

Mayor Orffer said the city is working on a policy for council meetings and one facet of that policy is public comment on actual items. Public comment is designed for council to hear concerns and feedback, particularly with things that are actionable and to help the council understand where the community is at on different issues. We have to balance public comment with the overall meeting agenda and we are trying to incorporate the public comment while a subject is being discussed.

She added, for our next February meeting, we can add an additional public comment agenda item toward the bottom of the agenda, as well as at the top. We have to give respect to council's time, as well.

Monique Buechell wanted to ask the council specifically if they approved the investigator that was chosen. Mayor Orffer said we have the motion and the adoption of that in the minutes from that meeting and she confirmed the council approved the recommendation that came from the mayor. That is common practice, it is not common practice for the council to pick things. Monique asked who was speaking to her because it was hard to hear and Mayor Orffer announced herself. Monique said this is a question for the council. She never hears the council talk Mayor Orffer said they all responded yes to her question and she was allowing them to follow up with an explanation.

Mayor Orffer asked Councilmember Iversen if she approved the investigator recommended to the council and she responded, yes she did approve it. She did not go out and look for an investigator herself because she does not have the area of expertise so she relied on someone that does.

Mayor Orffer asked Councilmember Miller if he approved the investigator recommended to the council and he responded, yes, just like Councilmember Iversen. He added it was not at the last meeting, it was two meetings ago.

Mayor Orffer asked Councilmember Amsbury if she approved the investigator recommended to the council and she responded, yes, she would agree and that we could have had more choices but the choice in front of us is what was recommended and we did approve it.

Mayor Orffer asked Councilmember Heller if he approved the investigator recommended to the council and he responded, that is correct.

Mayor Orffer asked Councilmember Huff if he approved the investigator recommended to the council and he responded, yes I did.

Mayor Orffer said the council was given the opportunity to review the investigator and if anyone of them did not approve, they had the opportunity to say at that time if they wanted more information or other options. That is common practice and is what she is trying to explain to Monique. The attorney's do the work and the council approves or disproves.

Bob Dahl, 618 W. Ash Street, does not like Webex for the council meetings because it is very user unfriendly. He said it is very difficult at his end to track and hear. If there is another platform available other than Webex it would be better because he does not like it. Mayor Orffer uses many other platforms and isn't sure any are better than another but we can look at other options. Someone asked if the meetings could be held at the

school and Mayor Orffer said no. Bob Dahl said Zoom is a much bigger platform and if there are other options, he asked for the city to look into them.

Suzanna Winstedt asked if the council could identify themselves when they speak for the listeners because they can't tell who is talking.

Max Ross, W. Ash Street, has a natural resources background and is a soil scientist with a masters in soil land resources and has worked for a federal and natural resources agency for the last six years. He is speaking as an individual and not in any official capacity. It has come to his attention that there has been some issues with aquifer management practices that have gone on near our wellheads within our critical aquifer recharge area. He wanted to give a brief background in soils and geology in the area and talk about some of the code related issues that are associated with the asphalt that is buried at some of our wellheads. All the soils around McCleary derive from glacial outwash and are sandy and gravelly. Our climate allows for productive forest land but all other regards our soils rate pretty low in a lot of soil health and other metrics, one of which is a particular concern and relevance is our soil has a really low cation exchange capacity, which basically means it has a very low ability to retain soil nutrients and contaminants as they move vertically through the soil profile. Clay and organic matter can add to it but our soil is mostly standing gravel so those materials aren't there. Soil nutrients and environmental contaminants leach through the soil pretty easily. The Wildcat Creek Aquifer is the sole aquifer source for the city and is designated by the Environmental Protection Agency under the authority of the clean drinking water act of 1974. The boundaries of the aquifer encompasses entire city and the average depth of water is about twenty feet below the ground surface.

It has come to his attention that asphalt waste material from the 3rd Street resurfacing was buried at a site where our city wellheads are. In 2019 Thurston County was considering using reclaimed asphalt as fill material but they were concerned about possible environmental and ground water affects so they hired a consulting firm, Herrera Consultants, to conduct a study evaluating the potential hazards of using asphalt as fill material. Herrera referenced eight peer review studies that were done where they took claimed asphalt and put them into cylindrical columns. They ran water through the columns and collect the water that comes out after its ran through and over the asphalt and then analyze that water for a huge suite of metals and other toxins. Seven of the eight studies yielded heavy metals and other environmental contaminants that heeded what the Washington State groundwater standards are.

The fact that there is asphalt buried just below the surface maybe fifteen to twenty feet above where the groundwater is where our wells are at is a concern to him. That is from the principal and environmental standpoint. When you start looking into the codes and if these accusations are true, the city can be in a bit of trouble. The Grays Harbor Critical Areas Ordinance establishes critical aquifer recharge areas that are protected areas and clearly defines the entire boundary of the Wildcat Creek Aquifer as a critical aquifer recharge area and under that it lists series of land use and management practices that are prohibited, the first of which specifically states no solid waste landfills. The definition of a landfill is a place to dispose of refuse and other waste material by burring it and covering it with soil. If you excavate an area and put waste asphalt from a construction project and bury it with soil, you create a landfill.

If the city did this, or a third party contractor did it, to him it really doesn't matter because it is on city property so the city is responsible under the interlocal agreement to manage the aquifer. He knows an independent investigation was launched and he doesn't know what the result of that is or what the city plans to do, but he

has worked in the industry long enough to know what the outcome of situations like this are. If left alone, and regulatory agencies get involved, it can be a very costly and lengthy process. The Grays Harbor County Commission on Environmental Health enforces the critical areas ordinance under the authority of the State Department of Ecology. If they get the results of this independent investigation or if they get word of what's going on here and they come out to investigate and find that essentially a landfill was created in the critical area recharge area, the mitigation cost and decades of monitoring so there's no contaminants in the soil or in the ground water can run six figures or more. On top of that, our aquifer is basically a giant underground river that flows northeast to southwest and other cities use that aquifer as a source of water and the aquifer gets contaminated or is a subject of a regulatory review the City of McCleary will be liable for other cities monitoring and reclamation cost.

He doesn't know what degree the asphalt is buried there or who put it there but as someone who lives here for three-years now, he doesn't want to live in a bankrupt city or live in a Flint 2.0 either. He wants to know what is going on and he wants to offer his time to help sort things out. He works in the industry and is speaking as a citizen of this community and not in an official capacity.

Mayor Orffer thanked him for sharing his perspective and expertise in this area. The city did launch an investigation into this situation after several allegations were lodged with multiple state agencies and the county. Our attorney can provide more information on the status of that investigation. She can tell him the Department of Transportation, the Department of Labor and Industries, ORCAA, the Grays Harbor County Department of Health have all been out to the well site to look at it, to inspect it and investigate. As of this time, we have not had any findings, citations, or indication of wrong doing out there. She continued, we have hired an investigator that was approved by Council and she believes we will have the results from that very soon. She has not seen his report yet. Our attorney will give us an update on that.

Max Ross said this was something that was brought to his attention and because he works in the industry, he knows how these things can cascade. He doesn't know what the independent investigation is and he wasn't aware that regulatory agencies sent people out to the site, either. He added, if that is all true, the county environmental health commission has come out and taken a look and haven't found any wrongdoing that's good, at least from the liability standpoint for the city.

He wants clean drinking water and he doesn't also want to live in a city that is bankrupted by a half a million dollar series of fines and mitigation and recommission costs.

Mayor Orffer invited Max Ross to connect with Todd Baun, Director of Public Works. We have no issue if you want to go out there and take a look around, Todd can accompany you, and your welcome to look around and we are happy to show you what we do have so far from these various agencies.

Max Ross said he will follow up with an email and Mayor Orffer reiterated that Todd Baun can provide information on what we have so far, and our attorney can provide information later on in the agenda. We plan to give council and the community a full report once we have all of the information back from our independent investigator, as well as from these various agencies. Mr. Ross will follow up with an email so he won't take up any more public time and will yield the floor.

Gina Scott

Gina asked about any potential testing of the water. Has there been any testing done since the asphalt was placed in those areas? She wants to follow this along to make sure our water stays clean.

Mayor Orffer can share with her that our water and wastewater treatment plant manager, Kevin Trehwella, provided in his report this month that they continue to test our water, three times per month and is done year-round. We have never had a positive test result for fecal coliform, which is what the test for. They do other testing as well, so he has other information in his report. We also have the 2020 Consumer Confidence Report that came out and copies of that are also available. Our water and wastewater treatment plant has received outstanding recognition from the Department of Health for the past five years, at least, for maintaining excellent operations and water testing and not having any issues with our water. The Consumer Confidence Report is available at city hall and Todd added it is on the website every year and gets mailed out to every customer we have every year.

Max Ross

Max Ross added the types of contaminants that come out of reclaimed and recycled asphalt, based on where they are buried, or allegedly buried, it will take about 2 to 5 years to actually make it down into the depths the wells are pulling from. The specs will be seen in a couple of years from now and won't be immediate because nature doesn't work overnight. If the asphalt is there, the contaminants that come out of asphalt, which are heavy metals like cadmium, mercury, lead, molybdenum, and things like that, it takes time for them to work their way down through the soil profile and through the gravel to where our wells are, about 75 feet.

So, if the asphalt is there, it can be dug up and removed and natural soil can be put in place and it would be like it never happened in terms of water quality. It's why he is bringing it up now because if it is there, it is much easier to fix it before the effects are seen as opposed to try to mitigate after the effects are seen.

CONSENT AGENDA

- Minutes from the January 27, 2021 council meeting.
- Approval of accounts payable vouchers Vouchers/Checks approved were 48809 - 48855, including EFT's, in the amount of \$47,922.26.
- Approval of payroll checks approved were 48728 – 48808, including EFT's, in the amount of \$235,621.08.
- Treasurer's Report for January 2021.

It was moved by Councilmember Iversen, seconded by Councilmember Miller to approve the Consent Agenda. Motion Carried 5-0.

STAFF REPORTS

Light & Power, Finance, WWTP, PW, Building, Police, and WWTP submitted written staff reports. Councilmember Iversen asked about the last time there was a planned outage, she heard from the Rainbow Park Apartments because the residents do not receive utility bills and did not hear about the outage. She wanted to know if it is possible to hang flyers around town so the residents know when an outage is happening because some of them are on oxygen. Notices could be hung at the grocery store and laundromat and places for people who don't get utility bills can know there is an outage scheduled. Todd Baun stated when we have a planned outage, we also let Laura, the manager, know. We assume she notifies Evergreen Apartments and Rainbow Park

Apartments. Councilmember Iversen said that didn't happen last time, which is why she was asking. She knows of two or three people whose oxygen went off in the night and it affected them.

Mayor Orffer said we let the property manager know and our thinking is they notify their clients. We put stuff on Facebook, the website, and we get information out there. Todd added that we contact all the businesses owners. Councilmember Miller said the new website will be helpful to send out information, but the hard part is getting people to sign up.

Mayor Orffer said we can try to communicate to Rainbow Park Manager and ask to please notify your residents.

Councilmember Miller asked with the potential snowfall, how long does it take to plow the side streets and Todd Baun responded we have a snow policy that is also located on the website that states we have a priority one route that is the main route that we plow and there is a priority two route, which plows around businesses and gets side streets opened. We have a truck with a snowplow on it and sand to keep priority routes opened.

Councilmember Iversen asked if both phase one and phase two improvements at the wastewater treatment plant are scheduled for this year and Todd confirmed it is. Councilmember Amsbury asked if that included all of the professional services costs that go along with it, or was this whole budget for both phases and Todd responded there is \$25,000 for professional services, but the whole budget is for \$125,000 for this year.

LEGAL UPDATE

Chris Coker expects the investigation to be done within the next couple of days. When it's completed, he expects the investigator to provide the materials he puts together to the city and the city will disburse that investigative document as it sees fit.

At the last meeting there was discussion regarding the nuisance properties and one was cleaned up and went back to problem status. He spoke to Chief Blumer today and he is going to ask authority from council to proceed further with that case by filing a motion for summary of judgement in Superior Court and trying to obtain an order of abatement, which will then give the city the authority to go in and abate the nuisance.

He added, there was another property that came up last week that had two infractions filed where the property owner attempted to mitigate one and didn't show up and it was found committed and the second infraction also found committed. Those were civil infractions and the next step in our policy would be a criminal citation. He tried to reach out to the homeowner because he understands the property may be vacant and the owner lives in Montesano so Chris will try to continue to contact him and try to put some pressure on him that way.

With these nuisance properties, he needs authority to move forward. Mayor Orffer confirmed the first property he spoke of is on 5th Street and Todd clarified the property is actually on 221 S Main Street. The Watts property on 5th Street also has two infractions and both have been found committed. Todd added they are also working on the 503 S 3rd Street home. A ticket has been issued and it's in the court system and Chris confirmed that is the owner that lives in Montesano.

Councilmember Amsbury asked Chris Coker if the council will receive a copy of the investigation when it's complete or will they review it at a meeting and Chris said he assumes it will be disbursed as soon as it's

completed. She didn't know if we had to wait until the next meeting and he stated he is going to recommend we just disburse it. It will be a public record so it won't be an issue.

It was moved by Councilmember Huff, seconded by Councilmember Iversen to authorize moving forward on legal action regarding the nuisance property at 221 S Main Street. Motion carried 5-0.

TSI AGREEMENT

Todd provided an agreement for council to review for approval at the next meeting.

WSRN AGREEMENT

The Washington State Reference Network (WSRN) is a network that provides a survey grade for our handheld meter readers we just bought last year and its part of mapping of our whole system. With this agreement, we can use their infrastructure to get more accurate on our mapping. It brings us from 20 inches to within ½ inch of an item. It will identify where everything is underground. Our power grid, utilities, water lines, street signs, and sewer lines, and anything you can imagine we are going to map out. We pay yearly for the software and it goes to the Cloud and we will pay for the license.

Councilmember Amsbury asked how many licenses we are buying and Todd said only one.

Councilmember Huff asked if there is any way to move the microphone because it's hard for those online to hear all of the council and Todd said no, it is stretched as far as it goes. Councilmember Amsbury confirmed it is really hard to hear and we need more microphones and Councilmember Heller seconded that by stating it is really hard to hear.

Mayor Orffer said we will try to have increased audio for the next meeting.

It was moved by Councilmember Amsbury, seconded by Councilmember Heller to authorize the WSRN Agreement. Motion carried 5-0.

WATER TESTING REPORT

Todd provided a list of our water testing that is required by the Department of Health. It's from 2013 when we had our new wells online and have not had any violations on our testing. Councilmember Amsbury asked if there are any tests done for the heavy metals, or that type of contaminates, because she only saw coliform and Todd said yes, the coliform is tested three times per month and the other contaminate testing he is almost positive is for heavy metals and we also test for radium.

CITY OF MCCLEARY COMMITTEES

Mayor Orffer reviewed the list with the Council and stated there are two vacancies on the Civil Service Commission.

For the Public Relations and Communications Committee, Councilmember Amsbury stepped down and Councilmember Miller stepped in.

Clarification was made to the Public Works Committee by updating the name to the Public Works/Safety Committee and also updated the Review Ordinance and Code Committee to the Review Ordinance and Code Policy Committee.

The Transportation Committee with Councilmember's Iversen and Huff was active during the truck permitting process, but is not currently active.

The 2021 McCleary committees/commission members are:

Finance Committee: Councilmember Iversen and Amsbury

Public Relations and Communications Committee: Councilmember Huff and Miller

Review Ordinance and Code Policy Committee: Councilmember Iversen and Amsbury

Public Works/Safety Committee: Councilmember Huff, Heller and the McCleary Civic Renewal Council

Civil Service Commission: Chris Vessey, Vacancy #1, and Vacancy #2

Mayor Orffer wants to get the Public Relations and Communications Committee going to get a newsletter started. We have four or five people from our community that are interested. She wants to connect with the committee members.

Councilmember Huff asked if we were going to start up the Planning Commission and Mayor Orffer said it will be added to the next meeting agenda to discuss. Councilmember Miller is concerned if we can fill those positions since we haven't been able to fill the civil service vacancies. Mayor Orffer said we had to extend our deadline because we had zero applicants.

COUNCILMEMBER UPDATES

Councilmember Iversen encouraged the councilmembers to get their certificate from AWC. It doesn't cost anything and she did all of it online since covid hit. Some of the questions that have come up in this meeting would have been known because of what all you learn. She wants to challenge the whole council to get their CML and she is going to work on the advanced CML. She wants the council to make that a priority and work at your own pace. Councilmember Amsbury said she is working on hers and only has a few credits left.

Councilmember Huff said there are people struggling with Webex and the poor audio quality. He uses Teams and it works well. He knows people have used Zoom and like it. Councilmember Iversen said more people use Zoom and Councilmember Miller said he uses Zoom over thirty hours per week. Mayor Orffer doesn't think the city has a Zoom account set up but we can experiment with it before paying for it. Teams is limited to those that have 365. We will explore options and also get more microphones. Councilmember Iversen suggested wireless microphones so they can set on the tables.

Councilmember Miller said the McCleary Renewal Council's next meeting is next week and he can add the cleanup item from Councilmember Huff to the agenda.

Councilmember Miller said at last week's VFW meeting they were working on a community service project and they want to coordinate with the city annual cleanup as part of their project.

Councilmember Miller attends the school board meetings and he gets irritated when you have questions at the end of the meeting and they are done and leave and you have to wait until the next meeting to ask your questions. He likes interactive agenda items where they can be discussed at the time.

Councilmember Miller saw a recent hacking issue with public water and he wants to ask about our safety for our drinking water. Todd said we have a firewall to protect our drinking water.

Councilmember Amsbury would like to see the draft staff is working on for the council meetings. One of the things she looks for a council is looking at policies, since that is one of the council's roles is to set policy. She wants to make sure that we do have that discussion so that we can discuss what we want to see in it. Mayor Orffer said we are working on a draft policy and it was presented to Chris Coker and it will then go to the policy committee for review first and go to council after the review process. The idea is to create policy so the meetings can function as a business meeting and not get off track and keep the discussion focused on the topic and we want everyone to be heard. We have to respect council's time, the process, the order, the agenda and what council and staff are worth.

MAYOR'S COVID-19 UPDATE

The city continues to operate in an emergency operations. At this time, Grays Harbor County is focusing on vaccinations. She said vaccines don't cure us, vaccinations do, and it's important for the population to understand that. It takes time to get vaccinations into people's arms and just having a vaccine isn't going to do it, it's the people getting vaccinated that will help us toward our goals. It's important to understand it takes time to get that rolled out.

We continue to account for the covid expenses. We continue to respond to covid-19 and reviewed our covid-19 plan.

MAYOR'S UPDATE

The city is preparing for snow in our area. We have staff coverage and the necessary equipment to take care of snow removal and we will be following our snow policy. We are not cutting off utility services due to covid-19 requirements so everybody will have heat.

Mayor Orffer and Todd Baun recently met with the representatives from Simpson Door and they were very complimentary to our Light & Power crew during the last power outage. They were also very complimentary to our police department when the police have been called. They were treated with respect and had quick response.

There is a new sub shop, Scout Subs, and a new game shop in town next to the sub shop. She is very glad to see economic movement in the city and encouraged people to support our local businesses.

Todd shared that several members of the fire department were vaccinated recently so they are trying to do their part.

ADJOURNMENT

It was moved by Councilmember Huff, seconded by Councilmember Iversen to adjourn the meeting at 7:57 pm. The next City Council meeting will be held at 6:30 pm on February 24, 2021.

To: Mayor and City Council
From: Josh Cooper
Date: February 17, 2021
Re: Building and Planning Department Activity.

Permit Activity Totals for February 2021

1597 North Summit Road	New SFR	Total Fee - \$10,300.29
407 South Main	Mechanical Permit	Total Fee - \$76.65
201 East Hemlock	Mechanical Permit	Total Fee - \$92.20
New Homes Permitted for 2021 2	All Permits Issued for 2021 18	Total Fees Charged for 2021 \$21,984.45
New Homes Permitted for 2020 16	All Permits Issued for 2020 131	Total Fees Charged for 2020 \$154,600.40
New Homes Permitted for 2019 28	All Permits Issued for 2019 269	Total Fees Charged for 2019 \$378,456.40
New Homes Permitted for 2018 17	All Permits Issued for 2018 57	Total Fees Charged for 2018 \$212,089.41

Nuisances for February:

- 302 East Beck – 8.16.020 (13) Letter sent on 2-17-2021.

***Anything that has not been officially reported will not be include.**

City of McCleary

STAFF REPORT



To:	Mayor Orffer and City Councilmembers
From:	Wendy Collins, Clerk-Treasurer
Date:	February 24, 2021
Department:	Finance & Administration

The Finance Department continues working at full staff and everyone is healthy, with one employee continuing to work from home on Tuesdays and Thursdays.

The office fared well during the recent snowfall. We were able to continue operations from both in-office and teleworking. The crew did an outstanding job keeping the roads clear and shoveling and salting our customer access into city hall. As a resident, I greatly appreciate keeping the main roads plowed so we could safely make it to the grocery store and other local businesses.

Todd, Josh, and I held a web meeting with Debbie Horton, Nick Coker, and Andrew Skovran from Image Source to go over setting up features for the archiving software. They requested we start developing the content to populate the pick lists for each index field. They will also need to identify retention policies for the various document types. Todd informed them we follow the Office of the Secretary of State Washington State Archive Schedule so they can reference that as they assist us moving forward. They will start putting together the project plan with information they have to date. It's exciting to get rolling with this!

City Hall offices remain open from 8:00 am to 12:00 noon each day. For business outside of those hours, we are happy to assist by appointment.

City of McCleary

STAFF REPORT



To:	Mayor Orffer and Council
From:	Paul Nott
Date:	2/17/2021
Department:	Light and Power

Hello All,

I am happy to report at this time all L&P staff is still healthy and reporting to work as assigned. At the present time we have all L&P staff reporting to work. We follow the COVID-19 Response Plan to ensure our team safety.

Nothing significant to report this time, we made it through the snowstorm without any outages.

We have also been working to on the alleyway re conductor and cut over just to the South of Simpson Ave as weather permits.

If you have any questions or concerns feel free to contact us.

Stay safe and healthy...

Paul

City of McCleary

STAFF REPORT



To:	Mayor Orffer and Council Members
From:	Steve Randich
Date:	Feb 12,2021
Department:	Public Works

Mayor and Council,

I am happy to report that all personnel within the Public Works department are healthy and practicing safe social distancing at this time.

All personnel are aware that priority tasks are currently on an "as needed" basis. Meaning, any job that may come up will be evaluated for personnel required and only the amount required will respond to complete each task.

We have also created a schedule to clean and organize the department. Each day prior to going home we spend 45 minutes disinfecting the city vehicles and any equipment that has been used, along with wiping down all computers and cleaning our office. Currently we are busy trying to get caught up with the potholes around town and filling in gravel shoulders in the parking strips along our streets. We are also working on a sign inventory to get new signs up where needed. Along with addressing any storm water issue that may come up. We are trying to get some new catch basins installed around town but that is weather permitting. We are working around the clock during this snow event to try our best to keep up with clearing the roads. It is my hope that by taking these precautions we will be able to keep our crew safe and healthy. If you have any questions, comments or concerns please let me know.

Thank you,
Steve

City of McCleary

STAFF REPORT



To:	Mayor Orffer and City Council
From:	Kevin Trehwella
Date:	February 16,2021
Department:	Water and Wastewater

As the winter storms have come and gone both the water and Wastewater Treatment plants have continued to operate exceptionally well.

Also, we have been very fortunate that both Jon Ehresmann and I have stayed healthy.

Have a great week!
Stay healthy!
Stay Safe!

Kevin Trehwella

Capitol City Press
2975 37th Ave SW, Tumwater, WA, 98512
(360) 943-3556

<http://www.capitolcitypress.com>



Quote 2806

Door Wrap

SALES REP INFO
Vicki Mortenson
vicki@capitolcitypress.com
360-943-3556

QUOTE DATE
01/18/2021
QUOTE EXPIRY DATE
02/17/2021
TERMS
Net 30

ORDERED BY
City of McCleary
100 South 3rd Street
McCleary, WA, 98557

CONTACT INFO
Brenda Orffer
brendao@cityofmcclary.com
+1 360-495-3667 x 118

About this Quote:

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TOTAL (INCL. TAX)
1	Door Wrap Print Size: 47" x 84" Finished Size: 45" x 82" Sides: One Material: IJ180 ControlTac + 8520 Matte Lamination Finishing: Esko Knife Cut Special: Install	1	Each	\$395.60	\$395.60	\$395.60
2	Banner Print Size: 182" x 38" Finished Size: 180" x 36" Sides: One Material: 18oz Scrim Finishing: Esko Knife Cut, Tape Hem Hardware: Grommet	1	Each	\$177.62	\$177.62	\$177.62
3	Car Magnet Print Size: 12.25" x 4.25" Finished Size: 12" x 4" Sides: One Material: .030 Magnet Finishing: Esko Knife Cut	250	Each	\$2.33	\$582.50	\$582.50

Setup:	\$0
Shipping:	\$0
Rush Charge:	\$0
Subtotal:	\$1,155.72
Sales Tax (0%):	\$0
Total:	\$1,155.72

SIGNATURE:

DATE:

**SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION PLANNING ORGANIZATION
AMENDED AND RESTATED INTERLOCAL AGREEMENT**

WHEREAS, the SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION (herein referred to as "SWRTPO") was voluntarily established by interlocal agreement December 1, 1990 and amended March 14, 1992 as authorized by Washington State's Growth Management Act of 1990 and formulated under Ch. 47.80 RCW with the full support and agreement of the Counties of Cowlitz, Wahkiakum, Grays Harbor, Pacific and Lewis (herein referred to collectively as "Counties") and those cities/towns (herein referred to collectively as "Cities") that lie within the boundaries of those counties, and the Cowlitz-Wahkiakum Council of Governments (hereinafter referred to as "CWCOG"); and

WHEREAS, the SWRTPO has been verified and recognized by the State of Washington through the Washington State Department of Transportation (WSDOT) as having met the requirements of local governments to create a regional transportation planning organization as set forth in RCW 47.80.020 and WAC 468-86-070 by including geographically contiguous counties having a population of at least one hundred thousand or contain a minimum of three counties whose members represent all counties and at least sixty percent (60%) of the cities/towns within the region and seventy-five percent of the population of those cities/towns; and

WHEREAS, the Counties are organized as counties pursuant to Title 36, Revised Code of Washington (RCW) and the boundaries of each county are as defined in RCW 36.04.080 and .350, respectively, and are authorized to engage in transportation planning pursuant to 36.53, 36.54 and 36.73 to 36.89; and

WHEREAS, the Cities are organized as cities and towns pursuant to Title 35 and 35A Revised Code of Washington (RCW) and are authorized to engage in transportation planning pursuant to 35.68 to 35.79; and

WHEREAS, RCW 47.80.020 states that the regional transportation planning organization is the same as the metropolitan planning organization designated for federal transportation planning purposes; and

WHEREAS, the CWCOG, formed in 1961 as the Cowlitz Regional Planning Commission under RCW 36.70.060, re-organized in 1974 as the Cowlitz-Wahkiakum Governmental Conference in accordance with RCW 36.64.080 through RCW 36.64.110, and subsequently renamed the Cowlitz-Wahkiakum Council of Governments in 1992, was designated as the Metropolitan Planning Organization (MPO) of the Longview-Kelso Urbanized Area by the Governor of the State of Washington January 11, 1982; and

WHEREAS, the parties as stated hereto have the authority to enter into interlocal agreements under Ch. 39.34 RCW for joint and cooperative activity to make the most efficient use of their powers by enabling them to cooperate with other localities; and

WHEREAS, the cooperative undertaking of the parties set forth in the original Interlocal Agreement was established as a joint policy board pursuant to RCW 39.34.030 (4) and required by RCW 47.80.040 and under same did not create a separate legal entity; and

WHEREAS, the SWRTPO, in accordance with RCW 47.80.023 (7) and permitted by RCW 39.34.030 (4) (a), did so designate the CWCOG as the Lead Planning Agency to carry out the responsibilities of the SWRTPO; and

WHEREAS, the Cowlitz-Wahkiakum Council of Governments Board of Directors did so agree to fulfill the role of Lead Agency for the SWRTPO; and

WHEREAS, the SWRTPO board did direct the CWCOG to amend and update the interlocal agreement to align with current required federal and state regulations and requirements;

NOW, THEREFORE, in consideration of the recitals set forth above and other considerations, it is hereby resolved that the SWRTPO Interlocal Agreement dated December 1, 1990 and subsequently amended on March 14, 1992 is hereby superseded and replaced by the following Agreement upon approval by all of the counties and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population. The regions ports are also eligible to serve as voting members of the organization within the region and may sign on as parties to the agreement:

1. Purpose and Responsibility. The purpose of the SWRTPO is to coordinate transportation planning among jurisdictions and develop a regional transportation plan (WAC 468-86-020) to better ensure an efficient, effective transportation system that ensures mobility and accessibility, and addresses community needs and regional strategies (RCW 47.80.011).

The direct responsibility of the SWRTPO outlined in RCW 47.80.023 is to (1) prepare and periodically update a regional transportation strategy for the region; (2) prepare a regional transportation plan; (3) certify that the local governments' transportation plans, elements of plans, and policies meet state requirements and are consistent with the regional and county-wide transportation plan and policies; (4) where appropriate, certify that countywide planning policies adopted under RCW 36.70A.210 and the adopted regional transportation plan are consistent; (5) develop a six-year regional transportation improvement program; and (6) develop and or provide input into the coordinated transit-human services transportation plan; (7) designate a lead planning agency to coordinate the business of the RTPO; (8) support the regional effort to evaluate transportation facilities and corridors; (9) Work with cities, counties, transit agencies the department of transportation and others to develop level of service standards or alternative transportation performance measures; (10) develop and submit a prioritized regional human service and transportation project list every two years.

The RTPO will conduct other such duties and responsibilities as required by WSDOT or the state legislature, or that the RTPO Board deems necessary for the success of the program including the review the Regional Transportation Plan every two years to ensure that it is current.

2. Authority. This Agreement is primarily established to facilitate recognition under Washington State law as set forth in RCW 47.80.070 and WAC 468-86-050 relating to regional transportation planning organizations and to enable federal and state funding mechanisms. The parties understand that initiating joint programs under state law and other federal, state or local legislation can provide significant benefits to the agencies in the five counties that are signatory, including the individuals, businesses and other governmental entities of the five-county area.

3. Amendments to Agreement. The Agreement supersedes and replaces in its entirety the agreement dated December 1, 1990 and amended March 14, 1992.

This Agreement and any collateral instruments, referenced herein, contain the entire agreement and may be modified or amended by request of the SWRTPO Board, and approved by the Board as determined by the SWRTPO Bylaws. Amendments must be filed with Cowlitz County as provided for in Section 13.4 of this Agreement and with WSDOT.

4. Boundaries. This Agreement does hereby affirm that the boundaries of the SWRTPO include the full boundaries of Cowlitz, Grays Harbor, Lewis, Pacific and Wahkiakum Counties and those cities/towns within such boundaries.
5. Name. This Agreement does affirm that the five-county regional transportation planning organization shall be named the SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION (hereinafter referred to as "SWRTPO"). The SWRTPO may also be referred to as the Regional Transportation Planning Organization or RTPO.
6. Board and Committees.
 - 6.1. SWRTPO Policy Board. For the purposes of the SWRTPO, the Organization and the state required Transportation Policy Board (RCW 47.80.040) are one and the same. The SWRTPO is a policy and guidance board maintaining authority over the regional transportation program's direction. The SWRTPO shall provide its direction to the Lead Agency to act for and on behalf of the SWRTPO on all programmatic matters as set forth in Section 9.1 of this Agreement.

The board shall strive to meet, at a minimum, four times a year for purposes outlined in the SWRTPO Bylaws.
 - 6.2. Technical Advisory Committees (TACs). A Technical Advisory Committee shall be established for each of the five counties and shall utilize the technical expertise of each of their jurisdiction's staff to primarily develop recommendations to the SWRTPO Board to insure that the Regional Transportation Plan is appropriately updated and is in compliance with all state/ federal requirements and to facilitate the plan's public participation process within each of their jurisdictions.
7. Officers. The officers of the SWRTPO Board shall include the Chairman, Vice-Chairman and Secretary. The Chairman and Vice-Chairman shall be elected according to the SWRTPO Bylaws. The CWCOG Executive Director shall serve as the ex-officio Secretary of the SWRTPO.
8. Membership. Membership within SWRTPO will be contingent upon meeting the conditions of membership as included in the Bylaws and revised by the Board as needed. Membership shall be changed by a vote of the Board as prescribed in the Bylaws.

The membership of the SWRTPO Board shall endeavor to be comprised of at least one representative from each of the five Counties, sixty percent of the Cities/Towns representing seventy-five percent of the population within the five-county region in accordance with RCW 47.80.020(3); as well as, representatives from port districts, WSDOT, public transit agencies, non-profit public transportation agencies, tribes and tribal interests, major employers and others as interested so as to ensure that its membership is broadly representative of the principal transportation interests of the region.
9. Administration.
 - 9.1. Lead Agency. As the Metropolitan Planning Organization for the Longview WA/OR Urban Area and as designated by the SWRTPO Board, the CWCOG will fulfill the role as lead agency for the SWRTPO. The Lead Agency will serve as the administrator responsible for managing the cooperative undertakings and duties of the SWRTPO Board (RCW 47.80.023) and to carry out the administrative functions as permitted by RCW 39.34.030 and this Agreement. As such, the CWCOG shall be considered the administrative and legal entity responsible for all budgetary, financial, contractual, and legal undertakings of the SWRTPO.

- 9.2. **Personnel.** The CWCOC shall provide staffing to support the activities, finances and coordination of the SWRTPO in accordance with the requirements of WSDOT Administrative Guidelines, consistent with the CWCOC policies and procedures, and consistent with all applicable state and federal requirements. Staff assigned to SWRTPO programs and activities are employees of the CWCOC and shall remain under the sole authority and direction of the CWCOC and neither the CWCOC or SWRTPO shall be considered dual employers as that term is defined under law. The CWCOC may contract work to meet the goals and objectives of the SWRTPO.
- 9.3. **Records.** The CWCOC shall be the depository for all records and documents of the SWRTPO and shall be responsible for the records management, recording and retention requirements of the SWRTPO established by state law, as set forth in the Public Records Act (RCW 42.56.001 et seq).
- 9.4. **Funding.** Funding and compensation for the administration of the SWRTPO, and in coordination with the MPO, are disseminated to the Lead Agency as the state designated recipient of Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and WSDOT grant funds as well as any other funding sources deemed applicable in supporting the responsibilities of the SWRTPO and its Lead Agency. (RCW 47.80.050).
- 9.5. **Financial Depository.** The Cowlitz County Treasurer, as fiscal agent to the CWCOC, shall be the financial depository for all funds supportive of the cooperative undertaking among the parties pursuant to this Agreement.
- 9.6. **Acquisition of and Disposition of Property.** The SWRTPO as a board is not expected to acquire personal or real property and, therefore, shall not be required to dispose of property. It is expected that the CWCOC may acquire personal property to fulfill its obligations under this Agreement.
10. **Mutual Indemnity.** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.
- In the event of any concurrent act or omission of the parties, each party shall pay a proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.
- The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
11. **Insurance.** The CWCOC's membership in the governmental self-insured risk pool, Washington Cities Insurance Authority (WCIA), shall satisfy all conditions of insurance to fulfill the role of Administrative Agency for this Agreement. Should coverage through WCIA terminate, the CWCOC shall maintain comparable coverage.
12. **Duration and Dissolution.** This SWRTPO shall exist until it is dissolved by a majority vote of the voting membership of the Board as prescribed by the Bylaws and written approval by WSDOT, provided the

business of dissolution is listed on the agenda of a regularly scheduled meeting.

13. Miscellaneous Provisions.

- 13.1 Waiver. No waiver of any breach of any covenant or Agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.
- 13.2 Assignment. None of the parties shall assign this Agreement, or any part hereof, without the written consent of all other parties. The Agreement shall inure to the benefit of and be binding upon each party and their successors and permitted assigns.
- 13.3 Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.
- 13.4 Filing. A copy of this Agreement and any subsequent amendments shall be filed with the Auditor of Cowlitz County, Washington, within five days of the date of its execution, provided, however, that failure to file this Agreement shall not affect the validity of the Agreement.
- 13.5 Severability. If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.
- 13.6 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.
- 13.7 Force Majeure. The timing or performance by any party under this Agreement shall be excused during any extraordinary natural events or weather conditions, war, riots, labor disputes or inability to procure required supplies or materials, delays in environmental review, permitting, or other environmental requirements or work, including environmental mitigation, delays as a result of legal or administrative challenges brought by parties other than the signatories to this Agreement.
- 13.8 Notices. All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served to the Lead Agency to be disseminated to the membership or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed to the CWCOC Executive Director at the current place of business.
- 13.9 Compliance with Laws. All parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.
- 13.10 Interlocal Cooperation Act. The performance of the obligations of this Agreement shall comply with the provisions of RCW 39.34.030 (4), the Interlocal Cooperation Act. The parties do affirm that no

separate legal entities are necessary in order to carry out this Agreement and that none have been created.

Nothing herein shall imply that any signatory waives, surrenders, or otherwise transfers any right, obligation or duty imposed upon it by Law, and which it alone is authorized to execute.

14. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.
15. Effective Date: The Agreement shall be considered fully executed upon receipt by the CWCOC of the approved resolutions of all the counties and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population. The document effective date shall be considered the signatory date of the CWCOC executed upon receipt of the approved resolution that completes the counties, cities and towns population requirements as set forth by this agreement.

The Agency does hereby approve by resolution the Southwest Washington Regional Transportation Planning Organization’s Amended and Restated Interlocal Agreement this day, (month) (day), 2021.

AGENCY

Attest:

Title, Full Signature Name
Date: _____

Title, Full Signature Name
Date: _____

Title, Full Signature Name
Date: _____

Attorney

Title, Full Signature Name
Date: _____

Title, Full Signature Name
Date: _____

INSTRUCTIONS:

- The final interlocal agreement contract will reflect one signature page per entity.
- The signature page may be modified by the signatory agencies to fit their contract approval format, but shall remain as a separate page from the agreement document. This will allow for all signatures to be incorporated into one final document.
- All agencies shall return one signed, original agreement signature page and one signed, original resolution supporting this agreement to the CWCOCG.
- Sample resolution template language attached hereto.

Agencies to be included to meet the requirements as stated in the recitals:

COUNTY SIGNATORIES

Cowlitz County
Grays Harbor County

Lewis County
Pacific County

Wahkiakum County

CITY / TOWN SIGNATORIES

Aberdeen
Castle Rock
Cathlamet
Centralia
Chehalis
Cosmopolis
Elma

Hoquiam
Ilwaco
Kalama
Kelso
Long Beach
Longview
McCleary

Montesano
Morton
Mossyrock
Napavine
Oakville
Ocean Shores
Pe Ell

Raymond
South Bend
Toledo
Vader
Westport
Winlock
Woodland

TRIBAL AGENCIES - TBD Based on Interest

LEAD AGENCY SIGNATORY - Cowlitz-Wahkiakum Council of Governments

SAMPLE RESOLUTION

A Resolution Adopting the Amended and)
Restated Interlocal Agreement of the)
Southwest Washington Regional)
Transportation Planning Organization)

RESOLUTION NO. _____

WHEREAS, the SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION (herein referred to as "SWRTPO") was voluntarily established by interlocal agreement December 1, 1990 and amended March 14, 1992 as a joint policy board pursuant to Revised Code of Washington (RCW) 39.34 and met the requirements of such in accordance with RCW 47.80.040 and Washington Administrative Code (WAC) 468-86-070; and

WHEREAS, the Counties are organized as counties pursuant to RCW Title 36 and the boundaries of each county are as defined in RCW 36.04.080 and .350, respectively, and are authorized to engage in transportation planning pursuant to 36.53, 36.54 and 36.73 to 36.89; and

WHEREAS, the Cities are organized as cities and towns pursuant to RCW Title 35 and 35A and are authorized to engage in transportation planning pursuant to 35.68 to 35.79; and

WHEREAS, the Cowlitz-Wahkiakum Council of Governments (CWCOG) formed in accordance with RCW 36.64.080 through RCW 36.64.110, was designated as the Metropolitan Planning Organization (MPO) of the Longview-Kelso Urbanized Area by the Governor of the State of Washington January 11, 1982; and

WHEREAS, RCW 47.80.020 states that the regional transportation planning organization is the same as the metropolitan planning organization designated for federal transportation planning purposes; and

WHEREAS, the parties as stated hereto have the authority to enter into interlocal agreements under Ch. 39.34 RCW; and

WHEREAS, the SWRTPO board did so direct the Cowlitz-Wahkiakum Council of Governments, as lead agency, to amend and update the interlocal agreement to align with current required federal and state regulations and requirements;

WHEREAS, the SWRTPO board has reiterated their dedication to upholding the responsibilities of a regional transportation planning organization as outlined in RCW 36.70A.210, 47.80.011, 47.80.023 and WAC 468-86-020 and other such duties as assigned by Washington State Department of Transportation, state legislature or the SWRTPO board;

NOW THEREFORE, BE IT RESOLVED that the (INSERT ORGANIZATION'S NAME) does hereby reiterate their support of the SWRTPO and does so by the approval of the Amended and Restated SWRTPO Interlocal Agreement.

PASSED AND APPROVED this _____ day of _____, 2021.

Southwest Washington Regional Transportation Planning Organization

What It Is & What It Means for Our Region



The Cowlitz-Wahkiakum Council of Governments (CWCOG) is the Regional Transportation Planning Organization (RTPO) for Cowlitz County and by interlocal agreement serves as the RTPO for the counties of Wahkiakum, Pacific, Grays Harbor and Lewis Counties. RTPO's are required to:

- Prepare a Regional Transportation Plan.
- Certify that countywide planning policies and the transportation element of local comprehensive plans are consistent with the regional transportation plan.
- Develop and maintain a six-year Regional Transportation Improvement Program.

The RTPO also works with local agencies on transportation issues, develops the Coordinated Public Transit - Human Services Transportation Plan, and is involved in ranking public transportation projects for funding along with the Washington State Department of Transportation (WSDOT). The RTPO is also responsible for the ranking and awarding of around \$365,000 in funds each year through the Surface Transportation Block Grant Set Aside Program also referred to as the Transportation Alternatives program.

Regional Transportation Planning

The Regional Transportation Plan and the Coordinated Public Transit – Human Services Transportation Plan which were both adopted in December of 2018 are available on the CWCOG website. (<https://www.cwcog.org/resources/>)

Calendar

2021 Meeting Schedule:

Wednesday, February 17th

Wednesday, May 19th

Wednesday, September 15th

Wednesday, December 8th

Meetings will be held remotely via Zoom

Projects and Initiatives

The RTPO will be working on the following projects during 2021.

- ⚙ Developing a Rural Intelligent Transportation System (ITS) Architecture Best Practices Report
- ⚙ Compiling resources and tools for use in a rural road safety plan
- ⚙ Continuing efforts to track and [map](#) projects throughout the region
- ⚙ Developing the Unified Planning Work Program for the 2022 State Fiscal year for the RTPO
- ⚙ Providing project support and assistance to area agencies
- ⚙ Working with the members cities/towns, counties and ports to update the interlocal agreement and renew the regional commitment to work together on regional transportation planning issues

Rural Transportation Resources

Washington State Department of Transportation - [WSDOT](#)
Planning for Transportation in Rural Area - [FHWA](#)
Regional Rural Transportation Planning National Association of Development Organizations - [NADO](#)
Rural Transportation Planning - [FTA](#)
Rural Transportation Organization - [Web](#)
National Association of Regional Councils - [NARC](#)

For More Information:

Bill Fashing, CWCOG Director, bfashing@cwco.org
Robert Stevens, Planner, rsteven@cwco.org
Ken Pearrow, Planner, kpearrow@cwco.org

360.577.3041

www.cwcog.org

**STANDARD FORM OF DESIGN-BUILD
AGREEMENT AND GENERAL CONDITIONS
BETWEEN CITY OF MCCLEARY AND TECHNICAL SYSTEMS INC. (TSI)**

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. DESIGN-BUILDER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. CONTRACT TIME
7. CONTRACT PRICE
8. CHANGES IN THE WORK
9. PAYMENT
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PERFORM DESIGN-BUILDER'S RESPONSIBILITIES
12. DISPUTE RESOLUTION
13. MISCELLANEOUS PROVISIONS
14. EXISTING CONTRACT DOCUMENTS

<p>This Agreement has important legal and insurance consequences. Consultation with an attorney and an insurance consultant is encouraged with respect to its completion or modification.</p>

**STANDARD FORM OF DESIGN-BUILD
AGREEMENT AND GENERAL CONDITIONS
BETWEEN CITY OF MCCLEARY AND TECHNICAL SYSTEMS INC. (TSI)**

ARTICLE 1

AGREEMENT

This Agreement is made this _____ day of _____.

in the year _____, by and between the

OWNER

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

and the

DESIGN-BUILDER

TECHNICAL SYSTEMS INC. (TSI)
2303 196th St. S.W.
Lynnwood, WA 98036

for services in connection with the following

PROJECT

McCleary WWTP System Updates
700 W. Maple Street
McCleary, WA 98557.

Notice to the parties shall be given at the above addresses.

ARTICLE 2

GENERAL PROVISIONS

2.1 TEAM RELATIONSHIP. The Owner and the Design-Builder agree to proceed with the Project on the basis of trust, good faith and fair dealing. The Design-Builder agrees to procure the architectural and engineering services set forth below, and to furnish construction and administration of the Work.

2.2 ARCHITECT/ENGINEER. Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, or as permitted by the law of the state where the Project is located. The standard of care for architectural and engineering services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time and locality. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured, and payments shall be made pursuant to a separate agreement between the Design-Builder and the Architect/Engineer.

2.3 EXTENT OF AGREEMENT. This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Owner and the Design-Builder agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision is for the exclusive benefit of the Owner and the Design-Builder and not for the benefit of any third party nor any third-party beneficiary, except to the extent expressly provided in the Agreement.

2.4 DEFINITIONS

1. The *Contract Documents* consist of:
 - a. Change Orders and written amendments to this Agreement including exhibits and appendices, signed by both the Owner and Design-Builder;
 - b. this Agreement, except for the existing Contract Documents set forth in item e below;
 - c. the most current Documents approved by the Owner pursuant to Paragraph 3.1;
 - d. the information provided by the Owner pursuant to Clause 4.1.2.1;
 - e. the Contract Documents in existence at the time of this Agreement which are set forth in Article 14;
 - f. the Owner's Program provided pursuant to Subparagraph 4.1.1.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2. The term *day* shall mean calendar day unless otherwise specifically defined.
3. *Defective Work* is any portion of the Work not in conformance with the Contract Documents as more fully described in Paragraph 3.8.
4. *Final Completion* Occurs on the date when the Design-Builder's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.

5. *A Material Supplier* is a party or entity retained by the Design Builder to provide material and equipment for the Work.
6. *Others* means other contractors and all persons at the Worksite who are not employed by Design-Builder, its Subcontractors or Material Suppliers.
7. The *Owner* is the person or entity identified as such in this Agreement and includes the Owner's Representative.
8. The *Owner's Program* is a description of the Owner's objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Schematic Design Documents which shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale and their relationship to the Worksite.
9. The *Project*, as identified in Article 1, is the building, facility and/or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Owner or Others.
10. A *Subcontractor* is a party or entity retained by the Design-Builder as an independent contractor to provide the on site labor, materials, equipment and/or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the Owner or any separate contractor's subcontractors.
11. *Substantial Completion of the Work*, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, in accordance with Paragraph 9.4. The issuance of a Certificate of Occupancy is not a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Design-Builder. The certificate shall state the respective responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work, and insurance. The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction within the timeframe, if any, established in Subparagraph 6.2.1 for the Date of Final Completion.
12. A *Subcontractor* is a party or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.
13. The *Work* is the Design Services procured in accordance with Paragraph 3.1, the Construction Services provided in accordance with Paragraph 3.2, Additional Services in accordance with Paragraph 3.10, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.
14. *Worksite* means the geographical area at the location mentioned in Article 1 where the Work is to be performed.

ARTICLE 3

DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Owner's Program. The Design-Builder shall exercise reasonable skill and judgement in the performance of the Work.

3.1 DESIGN SERVICES Pursuant to a mutually agreeable schedule, the Design-Builder shall submit for the Owner's written approval, as applicable. Design Development Documents and/or Construction Documents, based on the Contract Documents in existence at the time of the execution of this Agreement or any further development of Contract Documents that have been approved in writing by the Owner.

3.1.1 If required, the Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Design Development Documents approved by the Owner shall result in a Change Order pursuant to Article 8 adjusting the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion.

3.1.2 The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws or regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Construction Documents approved by the Owner shall result in a Change Order pursuant to Article 8 adjusting the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion. Construction shall be in accordance with the approved Construction Documents. One set of these documents shall be furnished to the Owner prior to commencement of construction.

3.1.3 OWNERSHIP OF DOCUMENTS Upon the making of payment pursuant to Paragraph 9.5, the Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information prepared, provided or procured by the Design-Builder, its Architect/Engineer, Subcontractors and consultants and distributed to the Owner for this Project. ("Design-Build Documents")

1. If this Agreement is terminated pursuant to Paragraph 11.2, the Owner shall receive ownership of the property rights, except for copyrights, of the Design-Build Documents upon payment for all Work performed in accordance with this Agreement, at which time the Owner shall have the right to use, reproduce and make derivative works from the Design-Build Documents to complete the Work.
2. If this Agreement is terminated pursuant to Paragraph 11.3, the Owner shall receive ownership of the property rights, except for copyrights, of the Design-Build Documents, upon payment of all sums provided in Paragraph 11.3, at which time the Owner shall have the right to use, reproduce and make derivative works from the Design-Build Documents to complete the Work.
3. The Owner may use, reproduce and make derivative works from the Design-Build Documents for subsequent renovation and remodeling of the Work, but shall not use, reproduce and make derivative works from the Design-Build Documents for other Projects without the written authorization of the Design-Builder, who shall not unreasonably withhold consent.
4. The Owner's use of the Design-Build Documents without the Design-Builder's involvement or on other projects is at the Owner's sole risk, except for the Design-Builder's indemnification obligation pursuant to Paragraph 3.6, and the Owner shall defend, indemnify and hold harmless

the Design-Builder, its Architect/Engineer, Subcontractors and consultants, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from the Owner's use of the Design-Build Documents.

5. The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants property rights and rights of use that correspond to the rights given by the Design-Builder to the Owner in this Agreement.

3.2 CONSTRUCTION SERVICES

3.2.1 Construction will commence upon the issuance by the Owner of a written notice to proceed.

3.2.2 In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools and subcontracted items.

3.2.3 The Design-Builder shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work.

3.2.4 The Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from the Owner. It shall be revised as required by the conditions of the Work.

3.2.5 The Design-Builder shall obtain and the Owner shall pay, in addition to the Contract Price, for the building permits necessary for the construction of the Project.

3.2.6 The Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to Change Order work performed on the basis of actual cost. The Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

3.2.7 The Design-Builder shall provide periodic written reports to the Owner on the progress of the Work in such detail as is required by the Owner and as agreed to by the Owner and Design-Builder.

3.2.8 The Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.2.9 The Design-Builder shall prepare and submit to the Owner:

1. Final marked up as-built drawings
2. Updated electronic data

in general documenting how the various elements of the Work including changes were actually constructed or installed, or as defined by the parties by attachment to this Agreement.

3.3 SCHEDULE OF THE WORK The Design-Builder shall prepare and submit a Schedule of Work for the Owner's acceptance and written approval as to milestone dates. This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Owner. The Schedule shall be revised as required by the conditions of the Work.

3.4 SAFETY OF PERSONS AND PROPERTY

3.4.1 SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this Paragraph establish the responsibility for safety between the Owner and the Design-Builder, they do not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.4.2 The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

1. its employees and other persons at the Worksite
2. materials, supplies and equipment stored at the Worksite for use in performance of the Work; and
3. the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.4.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate an individual at the Worksite in the employ of the Design-Builder who shall act as the Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Design-Builder in writing to the Owner, the designated safety representative shall be the Design-Builder's project superintendent. The Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to the Owner. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Owner.

3.4.4 The Design-Builder shall provide the Owner with copies of all notices required of the Design-Builder by law or regulation. The Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.4.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Owner or Others and not to the Design-Builder shall be promptly remedied by the Owner.

3.4.6 If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Design-Builder does not adopt corrective measures, the Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. The Design-Builder agrees to make no claim for damages, for an adjustment in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion based on the Design-Builder's compliance with the Owner's reasonable request.

3.5 HAZARDOUS MATERIAL

3.5.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up. The Design-Builder shall not be obligated to commence or continue Work until all known or suspected Hazardous Material discovered at the Project site has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.5.2 If after the commencement of the Work, known or suspected Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Owner and, if required, the government agency with jurisdiction.

3.5.3 The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.5.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work of the Design-Builder. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.5.5 If the Design-Builder incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price and/or the date of Substantial Completion.

3.5.6 Provided the Design-Builder, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, have not, acting under their own authority, knowingly entered upon any portion of the Work containing Hazardous Materials, and to the extent not caused by the negligent acts or omissions of the Design-Builder, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, the Owner shall defend, indemnify and hold harmless the Design-Builder, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, from and against any and all direct claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or relating to the performance of the Work in any area affected by Hazardous Material. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the Owner.

3.5.7 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Owner or Others, shall be maintained at the Project by the Design-Builder and made available to the Owner and Subcontractors.

3.5.8 During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon the issuance of the Certificate of Substantial Completion, the Owner shall be responsible under this Paragraph for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

3.5.9 The terms of this Paragraph 3.5 shall survive the completion of the Work under this Agreement and/or any termination of this Agreement.

3.6 ROYALTIES, PATENTS AND COPYRIGHTS The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Design-Builder harmless from all suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner.

3.7 TAX EXEMPTION If in accordance with the Owner's direction the Design-Builder claims an exemption for taxes, the Owner shall defend, indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine tax assessment, attorneys fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Owner's direction.

3.8 WARRANTIES AND COMPLETION

3.8.1 The Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion. The Design-Builder agrees to correct all construction performed under this Agreement which proves to be defective in workmanship or materials within a period of one year from the date of Substantial Completion as set forth in Paragraph 6.2 or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

3.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems or materials incorporated in the Work are specified by the Owner but purchased by the Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by the Design-Builder, the Design-Builder shall assist the Owner in pursuing warranty claims. **ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

3.8.3 The Design-Builder shall secure required certificates of inspection, testing or approval and deliver them to the Owner.

3.8.4 The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Owner in a format directed by the Owner.

3.8.5 With the assistance of the Owner's maintenance personnel, the Design-Builder shall direct the checkout of utilities and start up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CONFIDENTIALITY The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and the Architect/Engineer as is necessary for the performance of the Work, or use for its own benefit any of the Owner's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Owner shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement.

3.10 ADDITIONAL SERVICES The Design-Builder shall provide or procure the following Additional Services upon the request of the Owner. A written agreement between the Owner and Design-Builder shall define the extent of such Additional Services. Such Additional Services shall be considered a Change in the Work, unless they are specifically included in Article 14.

1. Development of the Owner's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
2. Consultations, negotiations, and documentation supporting the procurement of Project financing.
3. Surveys, site evaluations, legal descriptions and aerial photographs.
4. Appraisals of existing equipment, existing properties, new equipment and developed properties.
5. Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.
6. Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.

7. Investigation or making measured drawings of existing conditions or the verification of Owner-provided drawings and information.
8. Artistic renderings, models and mockups of the Project or any part of the Project or the Work.
9. Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Work.
10. Interior design and related services including procurement and placement of furniture, furnishings, artwork and decorations.
11. Making revisions to design documents after they have been approved by the Owner when revisions are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Sub-subcontractors or the Architect/Engineer.
12. Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained, or work to be performed, by the Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of this Agreement.
13. Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.
14. The premium portion of overtime work ordered by the Owner including productivity impact costs, other than that required by the Design-Builder to maintain the Schedule of Work.
15. Out-of-town travel by the Architect/Engineer in connection with the Work, except between the Architect/Engineer's office, Design-Builder's office, Owner's office and the Project site.
16. Obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial start up.
17. Services for tenant or rental spaces not a part of this Agreement.
18. Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which normally part of generally accepted design and construction practice.
19. Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.
20. Document reproduction exceeding the limits provided for in this Agreement.

3.11 DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is **Brad Peistrup or his designation**.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER

4.1.1 The Owner shall provide full information in a timely manner regarding requirements for the Project, including the Owner's Program and other relevant information.

4.1.2 The Owner shall provide:

1. all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
2. inspection and testing services during construction as required by law or as mutually agreed; and
3. unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

4.1.3 The Owner shall provide reasonable evidence satisfactory to the Design-Builder, prior to commencing the Work and during the progress of the Work, that sufficient funds are available and committed for the entire cost of the Project, including an allowance for changes in the Work as may be approved in the course of the Work. Unless such reasonable evidence is provided, the Design-Builder shall not be required to commence or continue the Work. The Design-Builder may stop Work after seven (7) days' written notice to the Owner if such evidence is not presented within a reasonable time. The failure of the Design-Builder to insist upon the providing of this evidence at any one time shall not be a waiver of the Owner's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of the Design-Builder's right to request or insist that such evidence be provided at a later date.

4.1.4 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information and services required by this Paragraph 4.1.

4.2 RESPONSIBILITIES DURING DESIGN

4.2.1 The Owner shall review and approve further development of the drawings and specifications as set forth in Article 3.

4.3 RESPONSIBILITIES DURING CONSTRUCTION

4.3.1 The Owner shall review the Schedule of Work as set forth in Paragraph 3.3, timely approve milestone dates set forth and timely respond to its obligations.

4.3.2 If the Owner becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give prompt written notice to the Design-Builder.

4.3.3 The Owner shall communicate with the Design-Builder's Subcontractors, suppliers and Architect/Engineer only through or in the presence of the Design-Builder. The Owner shall have no contractual obligations to Subcontractors, suppliers, or the Architect/Engineer.

4.3.4 The Owner shall provide insurance for the Project as provided in Article 10.

4.4 OWNER'S REPRESENTATIVE The Owner's representative is **Kevin Trehwella, Water/Wastewater Manager**.

The representative:

1. shall be fully acquainted with the Project;
2. agrees to furnish the information and services required of the Owner pursuant to Paragraph 4.1 so as not to delay the Design-Builder's Work; and
3. shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Design-Builder in writing in advance.

ARTICLE 5

SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer.

5.1 RETAINING SUBCONTRACTORS The Design-Builder shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection, provided that the Owner agrees to increase the Contract Price for any additional costs incurred by the Design-Builder as a result of such objection. The Owner may propose subcontractors to be considered by the Design-Builder. The Design-Builder shall not be required to retain any subcontractor to whom the Design-Builder has a reasonable objection.

5.2 MANAGEMENT OF SUBCONTRACTORS The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work.

5.3 ASSIGNMENT OF SUBCONTRACT AGREEMENTS The Design-Builder shall provide for assignment of subcontract agreements in the event that the Owner terminates this Agreement for cause as provided in Paragraph 11.2. Following such termination, the Owner shall notify in writing those subcontractors whose assignments will be accepted, subject to the rights of sureties.

5.4 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's and Material Supplier's portions of the Work.

5.5 LABOR RELATIONS (Insert here or attach as exhibit as necessary any conditions, obligations or requirements relative to labor relations and their effect on the Project. Legal counsel is recommended.)

ARTICLE 6

CONTRACT TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the effective date of this Agreement as first written in Article 1 unless otherwise set forth below: (Insert here any special provisions concerning Notices to Proceed and the Date of Commencement.)

The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 SUBSTANTIAL COMPLETION/FINAL COMPLETION

6.2.1 Substantial Completion of the Work shall be achieved in 180 **working** days from the Date of Commencement. Unless otherwise specified, the Work shall be finally complete within 30 days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.2.2 Time limits stated in the Contract Documents are of the essence.

6.2.3 The Date of Final Completion of the Work is December 31st, 2021 or within **Thirty (30)** days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.2.4 Unless instructed by the Owner in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder or the Owner.

6.3 DELAYS IN THE WORK

6.3.1 If causes beyond the Design-Builder's control delay the commencement or progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner preventing the Design-Builder from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of the Design-Builder, Subcontractors, Sub-subcontractors, Material Suppliers or the Architect/Engineer.

6.3.2 To the extent a delay in the progress of the Work is caused by adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, general labor disputes impacting the Project but not specifically related to the Worksite, governmental agencies, or unavoidable accidents or circumstances, the Design-Builder shall only be entitled to its actual costs without fee and an extension of the date of Substantial Completion and/or the Date of Final Completion.

6.3.3 In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

ARTICLE 7

CONTRACT PRICE

The Contract Price is **not to exceed \$125,000**, subject to adjustment in accordance with the provisions of Article 8.

ARTICLE 8

CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Work Change Directive, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1 CHANGE ORDERS

8.1.1 The Design-Builder may request and/or the Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion. All such changes in the

Work shall be authorized by applicable Change Order, and shall be performed under the applicable conditions of the Contract Documents. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design Services.

8.1.2 The Owner and the Design-Builder shall negotiate in good faith an appropriate adjustment to Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion shall not be unreasonably withheld.

8.2 WORK CHANGE DIRECTIVES

8.2.1 The Owner may issue a written Work Change Directive directing a change in the Work prior to reaching agreement with the Design-Builder on the adjustment, if any, in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate, the compensation for Design Services.

8.2.2 The Owner and the Design-Builder shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate the compensation for Design Services, arising out of Work Change Directives. As the changed work is completed, the Design-Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the Work Change Directive. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment and shall be paid by Owner.

8.2.3 If the Owner and the Design-Builder agree upon the adjustments in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate the compensation for Design Services, for a change in the Work directed by a Work Change Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Change Directives issued since the last Change Order.

8.3 MINOR CHANGES IN THE WORK

8.3.1 Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.3.2 Design-Builder shall promptly inform the Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by the Design-Builder.

8.4 DETERMINATION OF COST

8.4.1 An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

1. unit prices set forth in this Agreement or as subsequently agreed;
2. a mutually accepted, itemized lump sum; or
3. if an increase or decrease cannot be agreed to as set forth in Clause 8.4.1.1 or 8.4.1.2 and the Owner issues a written order for the Design-Builder to proceed with the change, the adjustment in the Contract Price shall be determined by the reasonable expense and savings of the

performance of the Work resulting from the change. If there is a net increase in the Contract Price, a reasonable adjustment shall be made in the Design-Builder's overhead and profit. In the case of a net decrease in cost, the amount of decrease in the Contract Price will not include a reduction in overhead and profit. The Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.4.2 If unit prices are indicated in the Contract Documents or are subsequently agreed to by the parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Design-Builder, such unit prices shall be equitably adjusted.

8.4.3 If the Owner and the Design-Builder disagree as to whether work required by the Owner is within the scope of the Work, the Design-Builder shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations. If the Owner issues a written order for the Design-Builder to proceed, the Design-Builder shall perform the disputed work and the Owner shall pay the Design-Builder fifty percent (50%) of its estimated cost to perform the work. In such event, both parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. The Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.5 UNKNOWN CONDITIONS If in the performance of the Work the Design-Builder finds latent, concealed or subsurface physical conditions which materially differ from the conditions the Design-Builder reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, then the Contract Price and/or the date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed. Design-Builder shall provide Owner with written notice within the time period set forth in Paragraph 8.6.

8.6 CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in the Contract Price and/or an extension in the Date of Substantial Completion and/or the Date of Final Completion, the Design-Builder shall give the Owner written notice of the claim within twenty-one (21) days after the occurrence giving rise to the claim or within twenty-one (21) days after the Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within twenty-one (21) days after the decision is made not to proceed. Any change in Contract Price and/or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

8.7 EMERGENCIES In any emergency affecting the safety of persons and/or property, the Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or extension of the Date of Substantial Completion and/or the Date of Final Completion on account of emergency work shall be determined as provided in this Article.

8.8 CHANGES IN LAW In the event any changes in laws or regulations affecting the performance of the Work are enacted after the date of this Agreement, the Contract Price and the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate the compensation for Design Services, shall be equitably adjusted by Change Order.

ARTICLE 9

PAYMENT

9.1 PROGRESS PAYMENTS

9.1.1 Prior to submitting the first application for payment, the Design-Builder shall provide a Schedule of Values satisfactory to the Owner, consisting of a breakdown of the Contract Price, with a separate line item for Design Services.

9.1.2 On or before the 10th day of each month after the Work has commenced, the Design-Builder shall submit to the Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by the Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by the Design-Builder of bills of sale and applicable insurance or such other procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise to protect the Owner's interest including transportation to the site.

9.1.3 Within ten (10) days after receipt of each monthly application for payment, the Owner shall give written notice to the Design-Builder of the Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) days after accepting such Application, the Owner shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Design-Builder cannot agree on a revised amount then, within fifteen (15) days after its initial rejection in part of such application, the Owner shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection has been removed.

9.1.4 If the Owner fails to pay the Design-Builder at the time payment of any amount becomes due, then the Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) days after receipt of the notice by the Owner, and after such seven (7) day period, stop the Work until payment of the amount owing has been received.

9.1.5 Payments due but unpaid pursuant to Subparagraph 9.1.3, less any amount retained pursuant to Paragraph 9.2 or 9.3, may bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

9.1.6 The Design-Builder warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Design-Builder free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens."

9.1.7 The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

9.1.8 Upon Substantial Completion of the Work, the Owner shall pay the Design-Builder the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of the Design-Builder's estimated cost of completing any unfinished items as agreed to between the Owner and Design-Builder as to extent and time for completion. The Owner thereafter shall pay the Design-Builder monthly the amount retained for unfinished items as each item is completed.

9.2 RETAINAGE From each progress payment made prior to the time Substantial Completion of the Work has been reached, the Owner shall retain Five percent (5%), if required, of the amount otherwise due after deduction of any amounts as provided in Paragraph 9.3 of this Agreement. If the Owner chooses to use this retainage provision:

1. at the time the Work is fifty percent (50%) complete and thereafter, the Owner may choose to withhold no more retainage and pay the Design-Builder the full amount of what is due on account of subsequent progress payments.
2. once each early finishing trade Subcontractor has completed its work and that work has been accepted by the Owner, the Owner may release final retention on such work;
3. in lieu of retainage, the Design-Builder may furnish securities, acceptable to the Owner, to be held by the Owner. The interest on such securities shall accrue to the Design-Builder;
4. the Owner may, in its sole discretion, reduce the amount to be retained at any time.

9.3 ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION The Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Design-Builder is responsible under the Agreement:

1. the Design-Builder's repeated failure to perform the Work as required by the Contract Documents;
2. loss or damage arising out of or relating to this Agreement and caused by the Design-Builder to the Owner, or Others to whom the Owner may be liable;
3. the Design-Builder's failure to pay the Architect/Engineer, Subcontractors for labor, materials, equipment or supplies properly furnished in connection with the work, provided that the Owner is making payments to the Design-Builder in accordance with the terms of this Agreement;
4. Defective Work not corrected in a timely fashion;
5. reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion and/or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by the Owner as a result of the anticipated delay caused by the Design-Builder; and
6. reasonable evidence demonstrating that the unpaid balance of the Contract price is insufficient to fund the cost to complete the Work.

When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for the amounts previously withheld.

9.4 OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK

9.4.1 Portions of the Work that are completed or partially completed may be used or occupied by the Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) and/or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. The Design-Builder shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to the Owner.

9.5 FINAL PAYMENT

9.5.1 Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

9.5.2 In making final payment the Owner waives all claims except for:

1. outstanding liens;
2. improper workmanship or defective materials appearing within one year after the date of Substantial Completion;
3. Work not in conformance with the Contract Documents; and
4. Terms of any special warranties required by the Contract Documents.

9.5.3 In accepting final payment, the Design-Builder waives all claims except those previously made in writing and which remain unsettled.

ARTICLE 10

INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION

10.1 INDEMNITY

10.1.1 To the fullest extent permitted by law, the Design-Builder shall defend, indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees from all claims for bodily injury and property damage (other than to the Work itself and other property required to be insured under Paragraph 10.5 owned by or in the custody of the owner), that may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions by the Design-Builder, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Design-Builder shall not be required to defend, indemnify or hold harmless the Owner, the Owner's officers, directors, members, consultants, agents and employees for any acts, omissions or negligence of the Owner, Owner's officers, directors, members, consultants, employees, agents or separate contractors.

10.1.2 To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Design-Builder, its officers, directors or members, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 10.5, that may arise from the performance of work by Others, to the extent of the negligence attributed to such acts or omissions by Others.

10.2 DESIGN-BUILDER'S LIABILITY INSURANCE

10.2.1 The Design-Builder shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Agreement, whether resulting from the Design-Builder's operations or from the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable;

1. Workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
2. under applicable employers' liability law, bodily injury, occupational sickness, disease or death claims of the Design-Builder's employees;
3. bodily injury, sickness, disease or death claims for damages to persons not employed by the Design-Builder;
4. personal injury liability claims for damages directly or indirectly related to the person's employment by the Design-Builder or for damages to any other person;

5. damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured under Paragraph 10.5;
6. bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle; and
7. contractual liability claims involving the Design-Builder's obligations under Subparagraph 10.1.1.

10.2.2 The Design-Builder's Commercial general and Automobile Liability insurance as required by Subparagraph 10.2.1 shall be written for not less than the following limits of liability:

1. Commercial General Liability Insurance
 - a. Each Occurrence Limit
\$ 1,000,000
 - b. General Aggregate
\$ 2,000,000
 - c. Products/Completed Operations Aggregate
\$ 2,000,000
2. Comprehensive Automobile Liability Insurance
 - a. Combined Single Limit Bodily Injury and Property Damage
\$ 1,000,000
Each Occurrence

10.2.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

10.2.4 The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be filed with the Owner prior to commencement of the Work.

10.2.5 Products and Completed Operations insurance shall be maintained for a minimum period of Three (3) year(s) after either ninety (90) days following the Date of Substantial Completion or final payment, whichever is earlier.

10.3 PROFESSIONAL LIABILITY INSURANCE The Design-Builder may obtain, either itself or through the Architect/Engineer, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement.

10.4 OWNER'S LIABILITY INSURANCE The Owner shall be responsible for obtaining and maintaining its own liability insurance. Insurance for claims arising out of the performance of this Agreement may be purchased and maintained at the Owner's discretion. The Owner shall provide the Design-Builder with a certificate of insurance at the request of the Design-Builder.

10.5 INSURANCE TO PROTECT PROJECT

10.5.1 The Owner shall obtain and maintain "All Risk" Builder's Risk insurance in a form acceptable to the Design-Builder upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner, Design-Builder, Architect/Engineer, Subcontractors and Sub-subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance policy shall be written without a co-insurance clause. The Owner shall be solely responsible for any deductible amounts.

10.5.2 If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Design-Builder. Permission for partial occupancy from the insurance company shall be included as standard in the property insurance policy, to ensure that this insurance shall not be canceled or lapsed on account of partial occupancy. Consent of the Design-Builder to such early occupancy or use shall not be unreasonably withheld.

10.5.3 The Owner shall obtain and maintain boiler and machinery insurance as necessary. The interests of the Owner, Design-Builder, Architect/Engineer, Subcontractors and Sub-subcontractors shall be protected under this coverage.

10.5.4 The Owner will purchase and maintain insurance to protect the Owner, Design-Builder, Architect/Engineer, Subcontractors and Sub-subcontractors against loss of use of Owner's property due to those perils insured pursuant to Paragraph 10.5. Such policy will provide coverage for expediting expenses of materials, continuing overhead of the Owner and the Design-Builder, Architect/Engineer, Subcontractors and Sub-subcontractors, necessary labor expense including overtime, loss of income by the Owner and other determined exposures. Exposures of the Owner, Design-Builder, Architect/Engineer, Subcontractors and Sub-subcontractors shall be determined by mutual agreement with separate limits of coverage fixed for each item.

10.5.5 The Owner shall provide the Design-Builder with a copy of all property insurance policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to the Design-Builder. The Design-Builder shall be given thirty (30) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. The Owner shall give written notice to the Design-Builder before commencement of the work if the Owner will not be obtaining property insurance. In that case, the Design-Builder may obtain insurance in order to protect its interest in the Work, as well as the interest of the Architect/Engineer, Subcontractors and Sub-subcontractors in the Work. The Contract Price shall be increased by the cost of this insurance through Change Order. If the Design-Builder is damaged by the failure of the Owner to purchase or maintain property insurance or to so notify the Design-Builder, the Owner shall bear all reasonable costs incurred by the Design-Builder arising from the damage.

10.5.6 The Owner shall have the right to self-insure against the risks covered in Subparagraphs 10.5.1 and 10.5.4 upon providing evidence satisfactory to the Design-Builder of the ability to so self-insure.

10.6 PROPERTY INSURANCE LOSS ADJUSTMENT

10.6.1 Any insured loss shall be adjusted with the Owner and the Design-Builder and made payable to the Owner and Design-Builder as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

10.6.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with a dispute resolution award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to Article 12.

10.7 WAIVER OF SUBROGATION

10.7.1 The Owner and Design-Builder waive all rights against each other, the Architect/Engineer, and any of their respective employees, agents, consultants, Subcontractors, Material Suppliers and Sub-subcontractors, for damages covered by the insurance provided pursuant to Paragraph 10.5 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Design-Builder as trustees. The Design-Builder shall require similar waivers from the Architect/Engineer and all Subcontractors, and shall require each of them to include similar waivers in their sub-subcontracts and consulting agreements.

10.7.2 The Owner waives subrogation against the Design-Builder, Architect/Engineer, Subcontractors, Material Suppliers and Sub-subcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

10.7.3 The policies shall also be endorsed to state that the carrier waives any right of Subrogation against the Design-Builder, the Architect/Engineer, Subcontractors, Material Suppliers, or Sub-subcontractors.

10.8 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES The Owner and the Design-Builder agree to waive all claims against the other for all consequential damages that may arise out of or relate to this Agreement. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Property, all rental expenses incurred, loss of services of employees, or loss of reputation. The Design-Builder agrees to waive damages including but not limited to the loss of business, loss of financing, principal office overhead and profits, loss of profits not related to this Project, or loss of reputation. This Paragraph shall not be construed to preclude contractual provisions for liquidated damages when such provisions relate to direct damages only. The provisions of this Paragraph shall govern the termination of this Agreement and shall survive each termination.

10.9 BONDING

10.9.1 Performance and Payment Bonds are required of the Design-Builder. Such bonds shall be issued by a surety licensed in the state of the location of the Project and must be acceptable to the Owner.

10.9.2 Such Performance bond shall be issued in the penal sum equal to one-hundred percent (100%) of the
Contract price, including design and construction.

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to Paragraphs 10.2 and 10.3, whether or not such insurance is provided or in an amount sufficient to cover such damages.

10.9.3 The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

ARTICLE 11

SUSPENSION, TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES

11.1 SUSPENSION BY THE OWNER FOR CONVENIENCE

11.1.1 The Owner may order the Design-Builder in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate for its convenience.

11.1.2 Adjustments caused by suspension, delay or interruption shall be made for increases in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion. No adjustment shall be

made if the Design-Builder is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

11.2 OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

11.2.1 If the Design-Builder persistently fails to perform any of its obligations under this Agreement, the Owner may, after five (5) days' written notice, during which period the Design-Builder fails to perform such obligation, undertake to perform such obligations. The Contract Price shall be reduced by the cost to the Owner of performing such obligations.

11.2.2 Upon five (5) days' written notice to the Design-Builder and the Design-Builder's surety, if any, the Owner may terminate this Agreement for any of the following reasons:

1. if the Design-Builder persistently utilizes improper materials and/or inadequately skilled workers;
2. if the Design-Builder does not make proper payment to laborers, material suppliers or contractors provided that the Owner is making payments to the Design-Builder in accordance with the terms of this Agreement;
3. if the Design-Builder persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
4. if the Design-Builder otherwise materially breaches this Agreement.

If the Design-Builder fails to cure or commence and continue to cure within the five (5) days, the Owner, without prejudice to any other right or remedy, may take possession of the Worksite and complete the work utilizing any reasonable means. In this event, the Design-Builder shall not have a right to further payment until the Work is completed.

11.2.3 If the Design-Builder files a petition under the Bankruptcy Code, this Agreement shall terminate if the Design-Builder or the Design-Builder's trustee rejects the Agreement or if there has been a default, the Design-Builder is unable to give adequate assurance that the Design-Builder will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.2.4 In the event the Owner exercises its rights under Subparagraph 11.2.1 or 11.2.2, upon the request of the Design-Builder the Owner shall provide a detailed accounting of the cost incurred by the Owner.

11.3 TERMINATION BY OWNER WITHOUT CAUSE If the Owner terminates this Agreement other than as set forth in Paragraph 11.2, the Owner shall pay the Design-Builder for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs. In addition, the Design-Builder shall be paid an amount calculated as set forth below:

1. If the Owner terminates this Agreement prior to commencement of the construction, the Design-Builder shall be paid the unpaid balance of the Design-Builder's design costs as set forth in the Schedule of Values.
2. If the Owner terminates this Agreement after commencement of the construction, the Design-Builder shall be paid the unpaid balance of the Design-Builder's design costs as set forth in the Schedule of Values, the Construction Services provided to date.
3. The Owner shall also pay to the Design-Builder fair compensation, either by purchase or rental at the election of the Owner, for all equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination

of this Agreement. As a condition of receiving the payments provided under this Article 11, the Design-Builder shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Design-Builder's rights and benefits to the Owner, including the execution and delivery of required papers.

11.4 TERMINATION BY THE DESIGN-BUILDER

11.4.1 Upon five (5) days' written notice to the Owner, the Design-Builder may terminate this Agreement for any of the following reasons:

1. If the Work has been stopped for a sixty (60) day period:
 - a. under court or order of other governmental authorities having jurisdiction; or
 - b. as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of the Design-Builder, materials are not available;
2. if the Work is suspended by the Owner for sixty (60) days; or
3. if the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Subparagraph 4.1.3 of this Agreement.

11.4.2 If the Owner has for thirty (30) days failed to pay the Design-Builder pursuant to Subparagraph 9.1.3, the Design-Builder may give written notice of its intent to terminate this Agreement. If the Design-Builder does not receive payment within five (5) days of giving written notice to the Owner, then upon five (5) days additional written notice to the Owner, the Design-Builder may terminate this Agreement.

11.4.3 Upon termination by the Design-Builder in accordance with Subparagraph 11.4.1, the Design-Builder shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Design-Builder shall be paid an amount calculated as set forth either in Subparagraph 11.3.1 or 11.3.2, depending on when the termination occurs, and Subparagraph 11.3.3.

ARTICLE 12

DISPUTE RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Design-Builder shall continue the Work and maintain the approved schedules during all dispute resolution proceedings. If the Design-Builder continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

12.2 INITIAL DISPUTE RESOLUTION If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to the dispute resolution procedures contained in this Agreement. The location of the mediation shall be the location of the Project. Once one party files a request for mediation with the other contracting party and with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the party's representative to the other party's representative and the mediator.

12.3 EXHIBIT NO. 1 If the dispute cannot be settled by mediation within sixty (60) days, the parties shall submit the dispute to any dispute resolution process set forth in Exhibit No. 1.

12.4 MULTIPARTY PROCEEDING The parties agree that all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the consolidation of such dispute resolution proceedings.

12.5 COST OF DISPUTE RESOLUTION The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by the dispute resolution process set forth in Exhibit No. 1 shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such dispute resolution process after direct discussions and mediation.

12.6 LIEN RIGHTS Nothing in this Article shall limit any rights or remedies not expressly waived by the Design-Builder that the Design-Builder may have under lien laws.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 ASSIGNMENT Neither the Owner nor the Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly-owned subsidiary of the Owner when the Owner has fully indemnified the Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Design-Builder than this Agreement. In the event of such assignment, the Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either party attempts to make such an assignment, that party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other party.

13.2 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

13.3 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.4 NO WAIVER OF PERFORMANCE The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

13.5 TITLES AND GROUPINGS The title given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

13.6 JOINT DRAFTING The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

13.7 RIGHTS AND REMEDIES The parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 14

EXISTING CONTRACT DOCUMENTS

The Contract Documents in existence at the time of execution of this Agreement are as follows:

Scope of Work

1. Replace two Wonderware workstations, one at the plant and one at the pump station, with new computers.
2. Install Ignition by Inductive Automation on the new computers and program SCADA in a redundant scheme.
3. Programming of Ignition by combining the two existing applications and adding remote access.
4. Add one analog output card to the pump station M340 PLC for remote flow paced control of speed for the three chemical dosing pumps.
5. Programming of the pump station PLC for hardware changes.
6. 40 Hours of electrical install.
7. Replace Vendor DirectLogic 205 PLC with CompactLogix remote IO rack.
8. Replace Vendor OIT using a Panel PC for Ignition and add all existing OIT functionality to Ignition.

The following Exhibits are a part of this Agreement:

EXHIBIT NO. 1 Dispute Resolution Menu, one page.

This Agreement is entered into as of the date entered in Article 1.

OWNER: _____

ATTEST: _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DESIGN-BUILDER: _____

ATTEST: _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

**AGC DOCUMENT NO. 415
STANDARD FORM OF DESIGN-BUILD
AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND DESIGN-BUILDER
(Where the Basis of Payment is a Lump Sum Based on an
Owner's Program Including Schematic Design Documents)**

DISPUTE RESOLUTION MENU

Pursuant to Paragraph 12.3, if neither direct discussions nor mediation successfully resolve the dispute, the parties agree that the following shall be used to resolve the dispute.

(Check the appropriate selection(s). These procedures can be used singularly, or progressively as agreed to by the parties.)

- ☐ **Dispute Review Board** The Dispute Review Board is composed of one member selected by the Owner, one selected by the Design-Builder, and a third member selected by the Owner and Design-Builder selected members. This Board shall be selected by the time construction commences, shall meet periodically, and shall make advisory decisions which may be introduced into evidence at any subsequent dispute resolution process. If a Dispute Review Board is selected, it is understood its review will precede mediation.
- ☐ **Advisory Arbitration** Advisory Arbitration shall be pursuant to the Construction Industry Rules of the American Arbitration Association.
- ☐ **Mini Trial** Each party, in the presence of senior management, shall submit its position to a mutually selected individual who shall make a non-binding recommendation to the parties. Such advisory decision may be introduced into evidence at any subsequent dispute resolution process.
- ☐ **Binding Arbitration** Binding Arbitration shall be pursuant to the Construction Industry Rules of the American Arbitration Association unless the parties mutually agree otherwise. A written demand for arbitration shall be filed with the American Arbitration Association and the other party to the Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run. The location of the arbitration proceedings shall be at the office of the American Arbitration Association nearest the Project, unless the parties agree otherwise. The arbitration award shall be final. Notwithstanding Paragraph 13.2, this agreement to arbitrate shall be governed by the Federal Arbitration Act and judgement upon the award may be confirmed in any court having jurisdiction.
- ☒ **Litigation** Action may be filed in the appropriate state or federal court located in the jurisdiction in which the Project is located.

2021 BUDGET POSITION

City Of McCleary

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001 Current Expense 01/01/2021 To: 12/31/2021

Revenues	Amt Budgeted	Revenues	Remaining
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330 State Generated Revenues

333 25 50 119 COVID-19 Reimbursements	0.00	0.00	0.00	0.0%
330 State Generated Revenues	0.00	0.00	0.00	0.0%

Fund Revenues:	0.00	0.00	0.00	0.0%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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511 Legislative

511 60 10 119 Legislative - Salaries And Wages	0.00	0.00	0.00	0.0%
511 60 20 119 Legislative - Personnel Benefits	0.00	0.00	0.00	0.0%
511 60 31 119 Legislative - Office & Operating Supplies	0.00	0.00	0.00	0.0%
511 Legislative	0.00	0.00	0.00	0.0%

513 Executive

513 10 10 119 Executive - Salaries And Wages	0.00	0.00	0.00	0.0%
513 10 20 119 Executive - Personnel Benefits	0.00	0.00	0.00	0.0%
513 10 31 119 Executive - Office & Operating Supplies	0.00	0.00	0.00	0.0%
513 10 41 119 Executive - Professional Services	0.00	0.00	0.00	0.0%
513 10 42 119 Communications - Executive	0.00	85.28	(85.28)	0.0%
513 Executive	0.00	85.28	(85.28)	0.0%

514 Administration

514 10 10 119 Finance/Administration Salaries And Wages	0.00	0.00	0.00	0.0%
514 20 20 119 Finance/Admin Personnel Benefits	0.00	0.00	0.00	0.0%
514 20 31 119 Finance/Administration Supplies	0.00	0.00	0.00	0.0%
514 20 41 119 Finance/Admin Professional Services	0.00	353.83	(353.83)	0.0%
514 20 42 119 Finance/Administration Communications	0.00	466.62	(466.62)	0.0%
514 20 44 119 Finance/Administration Misc. Dues	0.00	0.00	0.00	0.0%
514 20 45 119 Finance/ Administration Rental/Lease Equipment	0.00	249.03	(249.03)	0.0%
514 20 46 119 Finance/Administration Advertising	0.00	495.70	(495.70)	0.0%
514 Administration	0.00	1,565.18	(1,565.18)	0.0%

515 Legal Services

515 30 41 119 Professional Service - Shredding	0.00	62.90	(62.90)	0.0%
515 Legal Services	0.00	62.90	(62.90)	0.0%

518 Central Services

518 30 41 119 General Government Professional Services/Cleaning	0.00	390.10	(390.10)	0.0%
518 30 42 119 General Government Professional Services	0.00	0.00	0.00	0.0%
518 40 31 119 General Government Supplies-general	0.00	0.00	0.00	0.0%
518 Central Services	0.00	390.10	(390.10)	0.0%

2021 BUDGET POSITION

City Of McCleary

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001 Current Expense

01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining
521 Law Enforcement			
521 20 10 119 Police Benefit Exchange	0.00	0.00	0.00 0.0%
521 20 11 119 Police Salaries & Wages	0.00	0.00	0.00 0.0%
521 20 20 119 Police Personnel Benefits	0.00	0.00	0.00 0.0%
521 20 23 119 Covid LEOFF1 Retirees Benefits	0.00	0.00	0.00 0.0%
521 20 30 119 Police Fuel	0.00	925.81	(925.81) 0.0%
521 20 31 119 Police Supplies	0.00	0.00	0.00 0.0%
521 20 41 119 Police Professional Services	0.00	0.00	0.00 0.0%
521 20 42 119 Police Communications	0.00	541.41	(541.41) 0.0%
521 20 45 119 Police Rental/Lease Equipment	0.00	312.28	(312.28) 0.0%
521 Law Enforcement	0.00	1,779.50	(1,779.50) 0.0%

522 Fire Control

522 20 10 119 Fire - Salaries And Wages	0.00	0.00	0.00 0.0%
522 20 20 119 Fire - Personnel Benefits	0.00	0.00	0.00 0.0%
522 20 31 119 Fire - Supplies - Operating	0.00	1,110.41	(1,110.41) 0.0%
522 20 32 119 Fire Fuel	0.00	0.00	0.00 0.0%
522 20 41 119 Fire - Professional Services	0.00	0.00	0.00 0.0%
522 20 42 119 Fire Communications	0.00	21.05	(21.05) 0.0%
522 20 47 119 Fire Public Utility Serv.(City)	0.00	234.39	(234.39) 0.0%
522 70 10 119 Ambulance - Salaries And Wages	0.00	0.00	0.00 0.0%
522 70 20 119 Ambulance - Personnel Benefits	0.00	0.00	0.00 0.0%
522 70 31 119 Ambulance - Operating Supplies	0.00	0.00	0.00 0.0%
522 70 42 119 Ambulance - Communications	0.00	1.68	(1.68) 0.0%
522 70 44 119 Ambulance Advertising	0.00	0.00	0.00 0.0%
522 Fire Control	0.00	1,367.53	(1,367.53) 0.0%

524 Protective Inspections

524 20 10 119 Building - Salaries And Wages	0.00	0.00	0.00 0.0%
524 20 20 119 Building - Personnel Benefits	0.00	0.00	0.00 0.0%
524 20 31 119 Building - Operating Supplies	0.00	0.00	0.00 0.0%
524 20 41 119 Building - Professional Services	0.00	195.05	(195.05) 0.0%
524 20 42 119 Current Expense Communications	0.00	41.98	(41.98) 0.0%
524 20 50 119 Building Dept. Rental/Lease Equipment	0.00	55.92	(55.92) 0.0%
524 Protective Inspections	0.00	292.95	(292.95) 0.0%

536 Cemetery

536 20 10 119 Cemetery - Salaries & Wages-Cemetery	0.00	0.00	0.00 0.0%
536 20 20 119 Cemetery - Personnel Benefits-Cemetery	0.00	0.00	0.00 0.0%
536 20 31 119 Cemetery - Operating Supplies	0.00	0.00	0.00 0.0%
536 20 41 119 Cemetery - Professional Services	0.00	288.82	(288.82) 0.0%
536 20 42 119 Cemetery Communications	0.00	0.13	(0.13) 0.0%
536 20 48 119 Cemetery Repair & Maintenance	0.00	0.00	0.00 0.0%
536 Cemetery	0.00	288.95	(288.95) 0.0%

576 Park Facilities

576 80 10 119 Park Facilities - Salaries & Wages - Park Facilities	0.00	0.00	0.00 0.0%
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2021 BUDGET POSITION

City Of McCleary

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001 Current Expense

01/01/2021 To: 12/31/2021

Expenditures		Amt Budgeted	Expenditures	Remaining	
576 Park Facilities					
576 80 20 119	Park Facilities - Personnel Benefits - Park Facilities	0.00	0.00	0.00	0.0%
576 80 31 119	Park Facilities - Operating Supplies	0.00	0.00	0.00	0.0%
576 80 41 119	Park Facilities - Professional Services	0.00	636.54	(636.54)	0.0%
576 80 42 119	Park Facilities - Communications	0.00	193.13	(193.13)	0.0%
576 80 47 119	Park Facilities - Utilities Services	0.00	120.47	(120.47)	0.0%
576 80 48 119	Park Facilities Repair & Maintenance	0.00	0.00	0.00	0.0%
576 Park Facilities		0.00	950.14	(950.14)	0.0%
594 Capital Expenditures					
594 14 64 119	Capital Outlay - Equipment-Admin	0.00	0.00	0.00	0.0%
594 21 62 119	Capital Outlay - Building - Police Remodel	0.00	0.00	0.00	0.0%
594 36 63 119	Cemetery - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 76 63 119	Park Facilities - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
Fund Expenditures:		0.00	6,782.53	(6,782.53)	0.0%
Fund Excess/(Deficit):		0.00	(6,782.53)		

2021 BUDGET POSITION

City Of McCleary

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102 Street Fund			01/01/2021 To: 12/31/2021		
Expenditures		Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance					
542 30 10 119	Streets - Salaries And Wages	0.00	0.00	0.00	0.0%
542 30 20 119	Streets - Personnel Benefits	0.00	0.00	0.00	0.0%
542 30 31 119	Streets - Supplies	0.00	0.00	0.00	0.0%
542 30 42 119	Streets Communications	0.00	2.94	(2.94)	0.0%
542 30 45 119	Streets Rental/lease Equipment	0.00	55.80	(55.80)	0.0%
542 30 48 119	Streets Repair & Maintenance	0.00	0.00	0.00	0.0%
542 31 41 119	Streets - Professional Services	0.00	570.65	(570.65)	0.0%
542 Streets - Maintenance		0.00	629.39	(629.39)	0.0%
594 Capital Expenditures					
595 30 62 119	Streets - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
Fund Expenditures:		0.00	629.39	(629.39)	0.0%
Fund Excess/(Deficit):		0.00	(629.39)		

2021 BUDGET POSITION

City Of McCleary

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401 Light And Power Fund

01/01/2021 To: 12/31/2021

Expenditures		Amt Budgeted	Expenditures	Remaining	
533 Electric & Gas Utilities					
533 80 10 119	Light & Power - Salaries And Wages	0.00	0.00	0.00	0.0%
533 80 20 119	Light & Power - Personnel Benefits	0.00	0.00	0.00	0.0%
533 80 31 119	Light & Power - Operating Supplies	0.00	115.24	(115.24)	0.0%
533 80 41 119	Light & Power - Professional Services	0.00	1,133.31	(1,133.31)	0.0%
533 80 42 119	Light & Power Communications	0.00	384.79	(384.79)	0.0%
533 80 44 119	Light & Power Advertising	0.00	0.00	0.00	0.0%
533 80 45 119	Light & Power Rental/lease Equipment	0.00	55.96	(55.96)	0.0%
533 80 48 119	Light & Power - Repair And Maintenance	0.00	0.00	0.00	0.0%
533 Electric & Gas Utilities		0.00	1,689.30	(1,689.30)	0.0%
594 Capital Expenditures					
594 33 64 119	Capital Outla - Equipment L&P	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
Fund Expenditures:		0.00	1,689.30	(1,689.30)	0.0%
Fund Excess/(Deficit):		0.00	(1,689.30)		

2021 BUDGET POSITION

City Of McCleary

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405 Water Fund 01/01/2021 To: 12/31/2021

Expenditures		Amt Budgeted	Expenditures	Remaining	
534 Water Utilities					
534 70 10 119	Water - Salaries And Wages	0.00	0.00	0.00	0.0%
534 70 20 119	Water - Personnel Benefits	0.00	0.00	0.00	0.0%
534 70 31 119	Water - Operating-supplies	0.00	418.18	(418.18)	0.0%
534 70 41 119	Water - Professional Services	0.00	741.34	(741.34)	0.0%
534 70 42 119	Water Communications	0.00	433.93	(433.93)	0.0%
534 70 44 119	Water Advertising	0.00	0.00	0.00	0.0%
534 70 45 119	Water Rental/lease Equipment	0.00	55.92	(55.92)	0.0%
534 70 48 119	Water Repair And Maintenance	0.00	0.00	0.00	0.0%
534 70 49 119	Water Miscellaneous Training	0.00	0.00	0.00	0.0%
534 Water Utilities		0.00	1,649.37	(1,649.37)	0.0%
594 Capital Expenditures					
594 34 63 119	Water - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 34 64 119	Capital Outlay - Equipment Water	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
Fund Expenditures:		0.00	1,649.37	(1,649.37)	0.0%
Fund Excess/(Deficit):		0.00	(1,649.37)		

2021 BUDGET POSITION

City Of McCleary

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407 Sewer Fund 01/01/2021 To: 12/31/2021

Revenues	Amt Budgeted	Revenues	Remaining
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330 State Generated Revenues

333 25 51 119 COVID-19 Reimbursements	0.00	0.00	0.00	0.0%
330 State Generated Revenues	0.00	0.00	0.00	0.0%

Fund Revenues:	0.00	0.00	0.00	0.0%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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535 Sewer

535 70 10 119 Sewer - Salaries And Wages	0.00	0.00	0.00	0.0%
535 70 20 119 Sewer - Personnel Benefits	0.00	0.00	0.00	0.0%
535 70 31 119 Sewer - Operating Supplies	0.00	4,936.69	(4,936.69)	0.0%
535 70 41 119 Sewer - Professional Services	0.00	4,718.25	(4,718.25)	0.0%
535 70 42 119 Sewer Communications	0.00	464.99	(464.99)	0.0%
535 70 44 119 Sewer Advertising	0.00	0.00	0.00	0.0%
535 70 45 119 Sewer Rental/lease Equipment	0.00	55.92	(55.92)	0.0%
535 70 48 119 Sewer Repair And Maintenance	0.00	0.00	0.00	0.0%
535 Sewer	0.00	10,175.85	(10,175.85)	0.0%

594 Capital Expenditures

594 35 63 119 Sewer - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 Capital Expenditures	0.00	0.00	0.00	0.0%

Fund Expenditures:	0.00	10,175.85	(10,175.85)	0.0%
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Fund Excess/(Deficit):	0.00	(10,175.85)
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2021 BUDGET POSITION

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409 Storm Water Fund

01/01/2021 To: 12/31/2021

Expenditures		Amt Budgeted	Expenditures	Remaining	
531 Natural Resources					
531 70 10 119	Storm Water - Salaries And Wages	0.00	0.00	0.00	0.0%
531 70 20 119	Storm Water - Personnel Benefits	0.00	0.00	0.00	0.0%
531 70 31 119	Storm Water - Operating Supplies	0.00	0.00	0.00	0.0%
531 70 38 119	Storm Water Rental/Lease Equipment	0.00	55.92	(55.92)	0.0%
531 70 41 119	Storm Water - Professional Services	0.00	497.19	(497.19)	0.0%
531 70 42 119	Stormwater Communications	0.00	13.85	(13.85)	0.0%
531 70 44 119	Stormwater Advertising	0.00	0.00	0.00	0.0%
531 70 48 119	Stormwater Vehicle & Equipment Repair & Maintenance	0.00	0.00	0.00	0.0%
531 Natural Resources		0.00	566.96	(566.96)	0.0%
594 Capital Expenditures					
594 31 62 119	Storm Water - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
Fund Expenditures:		0.00	566.96	(566.96)	0.0%
Fund Excess/(Deficit):		0.00	(566.96)		

2021 BUDGET POSITION TOTALS

City Of McCleary

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense	0.00	0.00	0.0%	0.00	6,782.53	0%
102 Street Fund	0.00	0.00	0.0%	0.00	629.39	0%
401 Light And Power Fund	0.00	0.00	0.0%	0.00	1,689.30	0%
405 Water Fund	0.00	0.00	0.0%	0.00	1,649.37	0%
407 Sewer Fund	0.00	0.00	0.0%	0.00	10,175.85	0%
409 Storm Water Fund	0.00	0.00	0.0%	0.00	566.96	0%
	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>21,493.40</u>	<u>0.0%</u>