



McCleary City Council Agenda

10/10/18- 6:30PM

6:00PM Workshop-Blighted Properties 10-24-18

Flag Salute

Roll Call: ___ Pos. 1-Richey , ___ Pos. 2-Huff , ___ Pos. 3- Heller, ___ Pos. 4- Blankenship, ___ Pos. 5- Iversen

Public Hearing

Mayor Comments

Public Comment

Minutes

Approval of Vouchers

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Revenue Sources and Property Tax Levy

A 9/12/2018

Staff Reports

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K Draft Budget

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L Amending MMC 13

Resolutions

M Amending Resolution 592

N Interfund Loan

Mayor/Council Comments

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Public Comments

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Adjourn/Recess Meeting

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Please turn off Cell Phones- Thank you

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

The City of McCleary is an equal opportunity provider and employer.

La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador

TAB - A

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, September 12, 2018

ROLL CALL AND FLAG SALUTE	Councilmembers Huff, Richey, Heller, Blankenship and Iversen were in attendance.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Director of Public Works Todd Baun, Clerk-Treasurer Wendy Collins, Police Chief Steve Blumer and Attorney Chris Coker.
PUBLIC HEARING	None.
VOUCHERS	Accounts Payable checks approved were 44779 - 44845, including EFT's, in the amount of \$168,500.69 and 44870 - 44911, including EFT's, in the amount of \$161,985.73. Payroll checks approved were 44775 - 44869, including EFT's, in the amount of \$171,969.26. Bank reconciliations for August 2018. It was moved by Councilmember Iversen, seconded by Councilmember Blankenship to approve the vouchers. Motion Carried 5-0.
MINUTES APPROVED	It was moved by Councilmember Huff, seconded by Councilmember Richey to approve the minutes from the meeting held on August 8, 2018. Motion Carried 5-0.
PUBLIC COMMENTS	Sue Portschey is concerned over the intersection near City Hall because her son almost got hit there. Mayor Orffer told her the police will continue to be vigilant in watching that area. Alan and Stephanie Agurkis spoke on behalf of the McCleary Museum. The roof is in dire need of replacement and the building has other serious structural issues. The leaks in the roof are causing damage to items in the museum. The City Council has this topic on the agenda and will discuss it later this evening.
MAYOR COMMENTS	The Council will hold a workshop at 6:00 pm, October 12, 2018 to discuss blighted properties. The Department of Ecology's Southwest Regional Office awarded the McCleary Wastewater Treatment Plant an Outstanding Performance Award for 2017. They were recognized for their effort and for their attention to detail that is required of the operating staff to consistently meet their permit requirements, in good weather and bad, during normal conditions and unforeseen emergencies. The Department of Ecology stated, "We are grateful for their efforts, and the city's efforts, to protect water quality". Mayor Orffer and the City Council commended Kevin Trewhella and Jon Ehresmann for an excellent job. Mayor Orffer will be out of town September 15th through the 23rd and Mayor Pro Tem Huff will be available to assist during her absence. Mayor Orffer would like to update the City's website and asked the Council to each provide her a picture and a bio. It is written in City code that the City Council will meet thirty-minutes prior to the actual council meeting, if they choose to. She asked the Council to think about it and let her know if that is something they would like to do. The Mayor has been meeting with businesses and organizations to introduce herself and to try to get to know them in an effort to develop a working relationship with them. She has met with Simpson Mill, Summit Pacific Hospital, McCleary School Superintendent, McCleary Library and will soon be meeting with Gordon's Select Market, Bears Den, Summit Pacific Clinic, OCCU and Subway. Mayor Orffer provided three sticky notes near each Councilmember to get their feedback. She asked them to write one word on each sticky note stating what they think the city is or what the city does for our community.

CITY ATTORNEY REPORT	Chris Coker reported on a 9th circuit court case in Boise Federal Court, which stated it is unconstitutional to site homeless people in areas when there are not enough beds to house them. Cities can impose time and place restrictions to help with the problem. He added that some cities are going to draw a line in the sand over the issue. He will keep the Council updated as more information comes available.
DIRECTOR OF PUBLIC WORKS REPORT	Todd Baun provided a proposal from Lemay's for their new 2019 rates. He also provided a budget for Grays Harbor Council of Governments for the Council's review.
POLICE CHIEF REPORT	Chief Blumer provided a written report for the Council.
LEOFF MEDICAL/DENTAL PLAN CHANGE	The police officers negotiated a contract this year, which included an option to join the LEOFF Medical and Dental insurance plan. After receiving the final cost, the city will save approximately \$600 per month, which includes the current police officers, Police Chief and LEOFF1 retiree. It was moved by Councilmember Richey, seconded by Councilmember Blankenship to authorize the Mayor to sign the insurance plan for the police officers. Motion Carried 5-0.
FIREFIGHTER EQUIPMENT PURCHASE	It was moved by Councilmember Iversen, seconded by Councilmember Richey to approve the purchase of fire equipment gear in the amount of \$190,548.40. Motion Carried 5-0.
INTERFUND LOAN	The City staff discussed options of how to pay for the equipment while waiting to receive the levy lid lift tax revenue over the next four years. They decided the best option is an interfund loan. Staff recommends splitting the total between two funds; the water fund and light and power fund. The amount per fund is approximately \$65,000, which would be paid back in two-years using the levy lift funds with interest. Councilmember Blankenship discussed the option of an interfund loan from only light and power. Councilmember Richey asked Wendy Collins what she prefers and she stated she would prefer seeing the money come out of both funds to lessen the impact in the event there was a catastrophic event that would seriously affect the light and power budget. She likes to take the financially conservative approach. Councilmember Iversen said she is more comfortable taking a loan out of both funds. It was moved by Councilmember Richey, seconded by Councilmember Heller to authorize an interfund of \$65,000 to be drawn up by Chris Coker from both the water fund and light and power fund to the current expense fire fund for the purchase of fire equipment. Motion Carried 5-0.
THUMPER BID	It was moved by Councilmember Blankenship, seconded by Councilmember Iversen to authorize the purchase of a thumper from Megger for a cost of \$33,725 plus tax. Motion Carried 5-0.
WOOD CHIPPER	It was moved by Councilmember Blankenship, seconded by Councilmember Richey to authorize the purchase of a chipper from Vermeer in the amount of \$33,059.97, including tax. Motion Carried 5-0.
POLICE ENTRY LEVEL POSITION	The City opened up an entry level position for a police officer. The lateral position has been opened since January and we have not had any applicants so the only other option is to hire an entry level officer.
LINEMAN APPRENTICE POSITION	The City received nearly seventy applications for a lineman apprentice position. Staff has conducted twenty-four first-round interviews and will conduct ten second-round interviews with both written and physical testing at the end of September. The goal is to hire someone by early November. The City has at least three employees in light and power that are eligible for retirement in the next 5-10 years. An apprentice will take three-years to become a Journeyman Lineman. Hiring an apprentice now will greatly help with the transitioning impact.
MUSEUM DISCUSSION	Todd Baun reported the Historical Society approached the City for guidance on several major maintenance issues regarding the building that houses the museum. Todd provided a copy of the agreement when the City took ownership of the property in 2003. The City has not had to perform any maintenance to the building since taking ownership and all maintenance of the building has been completed by the Historical Society. Mr. Baun looked over the issues at the museum and noted there are major maintenance issues, including the roof, interior walls, carpet, heating and foundation. The Historical Society has limited funds and has reached out to the City for financial assistance. Todd believes the most serious issue is the roof because it has several holes that are leaking into the interior and causing damage. The Historical Society provided three quotes for roof replacement. Todd recommended the Council accept the bid from Western Washington Construction LTD for \$9,704.96 including tax and gutter install with fascia boards for an additional \$1,876.80.

The City Council discussed the option in detail. They understand the dire need of repair but questioned whether it was in the best interest of the City to repair the roof of a building in a dilapidated state. They discussed housing the museum in another building or structure. They asked the Historical Society to get some quotes on storage units to house the museum's historical items to keep them safe from water damage in the interim. The Council decided to not invest in a new roof and will be looking into other options. They will address this at the next meeting.

EXECUTIVE SESSION None.

PUBLIC COMMENT Councilmember Iversen spoke on behalf of Helen Hamilton. Helen has been involved in the Children's Advocacy for many years and she is looking for a replacement so she can step down. Mrs. Hamilton attends the Council meetings every year and asks for the City to financially support the program. Chief Blumer stated he does not support the Children's Advocacy.

MEETING ADJOURNED **It was moved by Councilmember Huff, seconded by Councilmember Richey to adjourn the meeting at 7:55 pm and cancel the second meeting in September, as previously approved by the Council. The next meeting will be Wednesday, October 10, 2018 at 6:30 pm. Motion Carried 5-0.**

Approved by Mayor Brenda Orffer and Clerk-Treasurer Wendy Collins.

TAB - B

Younglove & Coker

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

"SINCE 1974"

1800 COOPER POINT ROAD SW, BLDG 16, PO BOX 7846, OLYMPIA, WASHINGTON 98507-7846

TELEPHONE (360) 357-7791

FACSIMILE (360) 754-9268

OFFICE@YLCLAW.COM

Memorandum

TO: Mayor and City Council, City of McCleary
FROM: Christopher John Coker, City Attorney
DATE: October 2, 2018
RE: Significant Legal Activities as of October 1, 2018

My first couple of months in McCleary have been relatively uneventful. There should be before the Council a resolution relating to debt collection and the repealing of Resolution 592. In addition, I've prepared a proposed ordinance amending title 13 related to debt collection as well.

I also prepared a proposed Interlocal Agreement to allow the McCleary Fire Department to "piggyback" on the bid process utilized by the City of Shoreline Fire Department.

Finally, it looks like members are continuing to work on an ordinance addressing vacant/abandoned properties. I don't think I have seen the most recent version to date. When the council is ready to move forward, I will begin putting the requested information into a working form.

If you have any questions or concerns regarding the above, or any other matters, please let me know.

TAB - C

STAFF REPORT

To: Mayor Orffer
From: Todd Baun, Director of Public Works
Date: October 3, 2018
Re: Current Non-Agenda Activity

Public Works Projects

The City Public Works crew just finished installing 1200 lineal feet of new water line. This new line is replacing an old AC water line that has been in use since the 1940s.

Light and Power

Light and Power has been trimming brush along our power lines, performing interviews, installing new services, and helping taking down our old hose tower at City Hall.



NOTICE OF MARIJUANA LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - 3000 Pacific, P.O. Box 43075

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: <http://lcb.wa.gov>

RETURN TO: localauthority@sp.lcb.wa.gov

TO: GRAYS HARBOR COUNTY COMMISSIONERS

DATE: 9/24/18

RE: CHANGE OF LOCATION APPLICATION

from FAR WEST ENTERPRISE

4350 KAWECKI RD STE A

MALAGA, WA 98828

APPLICANTS:

(See Back of Letter)

License: 416111 - 7R County: 14

UBI: 603-354-685-001-0006

Tradename: FARWEST ENTERPRISE LLC.

New Loc: 17 GRAVATT LN STE B

MCCLEARY, WA 98557-9423

Mail: 1111 N 98TH ST STE 1

SEATTLE, WA 98103-3354

Phone No.: 206-225-8044 MEREDITH COOPER

Privileges Applied For:

MARIJUANA PRODUCER TIER 2

As required by RCW 69.50.331(7) the Liquor and Cannabis Board is notifying you that the above has applied for a marijuana license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you **need information on SSN, contact our Marijuana CHRI desk at (360) 664-1704.**

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-55-160 for information about this process) | | |
| 4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

CHANGE OF LOCATION APPLICATION INFORMATION

ADDITIONAL

Applicants:

	FAR WEST ENTERPRISE LLC	
	COOPER, MEREDITH PHAIR	1985-11-26
(Spouse)	COOPER, RICHARD SCOTT	1979-09-21
	WHITMORE, DANIEL GEORGE	1966-12-15
	CHRAMIEC, PETER ANDREW	1968-08-09
(Spouse)	CHRAMIEC, MARY IRENE	1970-05-24
	LUKENS, GREGORY MICHAEL	1972-11-28
	WOLFORD, LENNY	1970-10-02

TAB - D

City Of McCleary Police Report: Chief Steve Blumer
 Reporting Officer: Chief Blumer
 Month Of September
 2018
 City Mayor: Brenda Orffer

City Council Members:
 Position 1: Dustin Richey
 Position 2: Brycen Huff
 Position 3: Jaron Heller
 Position 4: Ben Blankenship
 Position 5: Joy Iversen



Violent & Property Crimes

Murder	
Rape	2
Assault	
Robbery	
Harassment / Domestic	11
Theft	1
Trespass	4
Stalking	
Found Property	1
Warrant Arrest	5
Burglary	

TOTAL 24

Traffic Stops and Violations

DUI	1
Accident	5
Stolen Vehicle/Recovery	1
Abandon Vehicle	1
Parking Enforcement	
Motorist Assist	5
Fatal Accident	
Subject Stop	4
Traffic Stop	361
Reckless	
Vehicle prowl	

378

Other Emergent Calls

FIRE	22
Suicide	2
Missing Person	
Disorderly Conduct	9
Drug Incidents	1
Man Down	1
911	2
Alarm	2
Display	1
Sex offense	

TOTAL 40

Other Non Emergent Calls

Noises Complaints	6
Code Enforcement	6
Agency Assist	10
Police Referral	
Citizen Assist	5
Suspicious	16
Juvenile	4
Welfare Check	5
Other	30
Fraud	1
Court Order	3

86

Total Calls For The Month 528

TAB - E

STAFF REPORT

To: Mayor Orffer
From: Todd Baun- Director of Public Works
Date: October 3, 2018
Re: Museum Discussion

The museum held an emergency meeting on Thursday, September 27th. Joy, Brycen and Wendy attended the meeting. They will give an update of the meeting.

TAB - F



HAROLD LEMAY ENTERPRISES, INC.

4201 Olympic Hwy, Aberdeen, WA 98520

Phone 360-533-1251

August 31, 2018

Mayor and Council Members
City of McCleary
100 South 3rd Street
McCleary, WA 98557

Re: Contract for Garbage, Recyclables and Yard Waste Collection, Annual Increase

Dear Mayor and Council Members,

The Company is requesting the garbage and recycling rates to be increased effective January 1, 2019 pursuant to item 32 of the Garbage and Curbside Recycling Contract.

The Consumer Price Index for one year ending June 2018 has increased 3.4%. The contract allows 80% of the CPI for a 2.72% increase in the existing rates

The contract also allows the pass through of any disposal increase. Effective January 1, 2019 the county is increasing the tip fee at the Central Transfer Station from \$101 to \$104.85 per ton for an increase of \$3.85 per ton

If you have any questions or would like to discuss the calculations, we would be happy to meet at your convenience. I can be reached at (360) 533-8286 or rogers@wasteconnections.com. It's always a pleasure working with you.

Your consideration is appreciated.

Sincerely,

Roger Swalander
Site Manager

Cc: Jeff Harwood, Laura Kapuscinski, Lesley Gordon, Matt O'Connell, Tom Rupert, Delroy Cox,

McCleary Rate Worksheet

2019

Current Gate Rate \$ 101.00
 New Gate Rate \$ 104.85
 Gate Rate Increase \$ 3.85
 Per Pound Increase 0.0019

CPI 3.40%
 City % of CPI 80%
 Adjusted CPI 0.0272

		Adjustments				Summary	
Item I.	Current				Proposed	Total	
Residential Service	Rate	CPI	Disposal	Other Adj	Rate	Adj	Delta %
65/30 Gallon Monthly	\$ 11.07	\$ 0.30	\$ 0.06		\$ 11.43	\$ 0.36	3.27%
65 Gallon Monthly	\$ 15.24	\$ 0.41	\$ 0.12		\$ 15.78	\$ 0.54	3.52%
65 Gallon EOW	\$ 21.28	\$ 0.58	\$ 0.26		\$ 22.12	\$ 0.84	3.96%
65 Gallon Weekly	\$ 33.00	\$ 0.90	\$ 0.53		\$ 34.42	\$ 1.42	4.32%
Additional 65 Gallon (each)	\$ 9.84	\$ 0.27	\$ 0.12		\$ 10.23	\$ 0.39	3.96%
90 Gallon Monthly	\$ 17.31	\$ 0.47	\$ 0.18		\$ 17.96	\$ 0.65	3.77%
90 Gallon EOW	\$ 29.20	\$ 0.79	\$ 0.40		\$ 30.39	\$ 1.19	4.07%
90 Gallon Weekly	\$ 42.53	\$ 1.16	\$ 0.79		\$ 44.48	\$ 1.95	4.58%
Additional 95 Gallon (each)	\$ 14.01	\$ 0.38	\$ 0.18		\$ 14.58	\$ 0.56	4.02%
Return Trip	\$ 13.89	\$ 0.38			\$ 14.27	\$ 0.38	2.72%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.55	\$ 0.12	\$ 0.06		\$ 4.74	\$ 0.18	4.06%
Drive in Service	\$ 7.71	\$ 0.21			\$ 7.92	\$ 0.21	2.72%
Item II.							
Commercial Cart Service							
65 Gallon EOW	\$ 21.28	\$ 0.58	\$ 0.26		\$ 22.12	\$ 0.84	3.96%
65 Gallon Weekly	\$ 33.00	\$ 0.90	\$ 0.53		\$ 34.42	\$ 1.42	4.32%
90 Gallon EOW	\$ 29.20	\$ 0.79	\$ 0.40		\$ 30.39	\$ 1.19	4.07%
90 Gallon Weekly	\$ 42.53	\$ 1.16	\$ 0.79		\$ 44.48	\$ 1.95	4.58%
Return Trip	\$ 13.89	\$ 0.38			\$ 14.27	\$ 0.38	2.72%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.55	\$ 0.12	\$ 0.06		\$ 4.74	\$ 0.18	4.06%
Cart roll out charge each 5 to 25 ft	\$ 2.56	\$ 0.07			\$ 2.63	\$ 0.07	2.72%
For each added 25 ft	\$ 1.62	\$ 0.04			\$ 1.66	\$ 0.04	2.72%
Item III.							
Permanent Commercial Container Service							
1 cubic yard box							
One pickup per week	\$ 95.29	\$ 2.59	\$ 1.48		\$ 99.36	\$ 4.07	4.28%
Each additional dump per week	\$ 81.63	\$ 2.22	\$ 1.48		\$ 85.33	\$ 3.70	4.54%
Special or Additional pickup each	\$ 30.38	\$ 0.83	\$ 0.34		\$ 31.55	\$ 1.17	3.85%
1.5 cubic yard box							
One pickup per week	\$ 146.83	\$ 3.99	\$ 2.22		\$ 153.05	\$ 6.22	4.23%
Each additional dump per week	\$ 129.54	\$ 3.52	\$ 2.22		\$ 135.29	\$ 5.75	4.44%
Special or Additional pickup each	\$ 43.19	\$ 1.17	\$ 0.51		\$ 44.88	\$ 1.69	3.91%
2 cubic yard box							
One pickup per week	\$ 188.38	\$ 5.12	\$ 2.96		\$ 196.46	\$ 8.09	4.29%
Each additional dump per week	\$ 160.04	\$ 4.35	\$ 2.96		\$ 167.36	\$ 7.32	4.57%
Special or Additional pickup each	\$ 55.66	\$ 1.51	\$ 0.68		\$ 57.86	\$ 2.20	3.95%
3 cubic yard box							
One pickup per week	\$ 248.99	\$ 6.77	\$ 4.45		\$ 260.20	\$ 11.22	4.51%
Each additional dump per week	\$ 218.78	\$ 5.95	\$ 4.45		\$ 229.17	\$ 10.40	4.75%
Special or Additional pickup each	\$ 75.10	\$ 2.04	\$ 1.03		\$ 78.17	\$ 3.07	4.09%
4 cubic yard box							
One pickup per week	\$ 333.33	\$ 9.07	\$ 5.93		\$ 348.33	\$ 14.99	4.50%
Each additional dump per week	\$ 300.46	\$ 8.17	\$ 5.93		\$ 314.56	\$ 14.10	4.69%
Special or Additional pickup each	\$ 99.06	\$ 2.69	\$ 1.37		\$ 103.12	\$ 4.06	4.10%

6 cubic yard box							
One pickup per week	\$ 489.77	\$ 13.32	\$ 8.89	\$ 511.99	\$ 22.21	4.54%	
Each additional dump per week	\$ 444.97	\$ 12.10	\$ 8.89	\$ 465.96	\$ 21.00	4.72%	
Special or Additional pickup each	\$ 129.90	\$ 3.53	\$ 2.05	\$ 135.49	\$ 5.59	4.30%	
8 cubic yard box							
One pickup per week	\$ 653.03	\$ 17.76	\$ 11.86	\$ 682.64	\$ 29.62	4.54%	
Each additional dump per week	\$ 593.29	\$ 16.14	\$ 11.86	\$ 621.28	\$ 27.99	4.72%	
Special or Additional pickup each	\$ 173.20	\$ 4.71	\$ 2.74	\$ 180.65	\$ 7.45	4.30%	

Temporary Commercial Container Service

1 yard temporary service							
Delivery	\$ 20.06	\$ 0.55		\$ 20.60	\$ 0.55	2.72%	
Rent per day	\$ 0.57	\$ 0.02		\$ 0.59	\$ 0.02	2.72%	
Each pickup	\$ 24.37	\$ 0.66	\$ 0.34	\$ 25.37	\$ 1.00	4.12%	
1.5 yard temporary service							
Delivery	\$ 20.06	\$ 0.55		\$ 20.60	\$ 0.55	2.72%	
Rent	\$ 0.57	\$ 0.02		\$ 0.59	\$ 0.02	2.72%	
Each pickup	\$ 32.07	\$ 0.87	\$ 0.51	\$ 33.45	\$ 1.39	4.32%	
2 yard temporary service							
Delivery	\$ 20.06	\$ 0.55		\$ 20.60	\$ 0.55	2.72%	
Rent	\$ 0.57	\$ 0.02		\$ 0.59	\$ 0.02	2.72%	
Each pickup	\$ 40.44	\$ 1.10	\$ 0.68	\$ 42.22	\$ 1.78	4.41%	
3 yard temporary service							
Delivery	\$ 24.12	\$ 0.66		\$ 24.78	\$ 0.66	2.72%	
Rent	\$ 0.91	\$ 0.02		\$ 0.93	\$ 0.02	2.72%	
Each pickup	\$ 75.11	\$ 2.04	\$ 1.03	\$ 78.18	\$ 3.07	4.09%	
4 yard temporary service							
Delivery	\$ 24.12	\$ 0.66		\$ 24.78	\$ 0.66	2.72%	
Rent	\$ 1.07	\$ 0.03		\$ 1.10	\$ 0.03	2.72%	
Each pickup	\$ 99.05	\$ 2.69	\$ 1.37	\$ 103.11	\$ 4.06	4.10%	
6 yard temporary service							
Delivery	\$ 27.13	\$ 0.74		\$ 27.87	\$ 0.74	2.72%	
Rent	\$ 1.63	\$ 0.04		\$ 1.67	\$ 0.04	2.72%	
Each pickup	\$ 129.90	\$ 3.53	\$ 2.05	\$ 135.49	\$ 5.59	4.30%	
8 yard temporary service							
Delivery	\$ 27.13	\$ 0.74		\$ 27.87	\$ 0.74	2.72%	
Rent	\$ 1.91	\$ 0.05		\$ 1.96	\$ 0.05	2.72%	
Each pickup	\$ 173.20	\$ 4.71	\$ 2.74	\$ 180.65	\$ 7.45	4.30%	
Access Fee Weekly (Monthly Charge)	\$ 8.68	\$ 0.24		\$ 8.92	\$ 0.24	2.72%	
Access Fee EOW (Monthly Charge)	\$ 4.35	\$ 0.12		\$ 4.46	\$ 0.12	2.72%	
Access Fee 2x Weekly (Monthly Charge)	\$ 17.37	\$ 0.47		\$ 17.84	\$ 0.47	2.72%	
Lock Fee (each)	\$ 5.01	\$ 0.14		\$ 5.15	\$ 0.14	2.72%	
Cable Fee (each)	\$ 10.02	\$ 0.27		\$ 10.30	\$ 0.27	2.72%	
Return Trips, Containers	\$ 27.37	\$ 0.74		\$ 28.12	\$ 0.74	2.72%	
Add'l Yard (1 to 4 cubic Yards)	\$ 24.26	\$ 0.66	\$ 0.34	\$ 25.26	\$ 1.00	4.13%	
Additional Yard > 4 Yards	\$ 17.59	\$ 0.48	\$ 0.34	\$ 18.41	\$ 0.82	4.66%	

Item IV.

Permanent Drop Box

10/20 cubic yard drop box							
First haul each month	\$ 229.17	\$ 6.23		\$ 235.41	\$ 6.23	2.72%	
Each additional haul	\$ 145.81	\$ 3.97		\$ 149.78	\$ 3.97	2.72%	

30 cubic yard drop box					
First haul each month	\$ 262.51	\$ 7.14	\$ 269.65	\$ 7.14	2.72%
Each additional haul	\$ 162.48	\$ 4.42	\$ 166.90	\$ 4.42	2.72%
40 cubic yard drop box					
First haul each month	\$ 287.87	\$ 7.83	\$ 295.70	\$ 7.83	2.72%
Each additional haul	\$ 185.82	\$ 5.05	\$ 190.88	\$ 5.05	2.72%

Temporary Drop Box

10/20 cubic yard drop box					
Delivery	\$ 144.71	\$ 3.94	\$ 148.64	\$ 3.94	2.72%
Rent per day	\$ 5.28	\$ 0.14	\$ 5.43	\$ 0.14	2.72%
Each pickup	\$ 149.16	\$ 4.06	\$ 153.21	\$ 4.06	2.72%
30 cubic yard drop box					
Delivery	\$ 144.71	\$ 3.94	\$ 148.64	\$ 3.94	2.72%
Rent per day	\$ 6.39	\$ 0.17	\$ 6.56	\$ 0.17	2.72%
Each pickup	\$ 172.49	\$ 4.69	\$ 177.18	\$ 4.69	2.72%
40 cubic yard drop box					
Delivery	\$ 144.71	\$ 3.94	\$ 148.64	\$ 3.94	2.72%
Rent per day	\$ 7.22	\$ 0.20	\$ 7.42	\$ 0.20	2.72%
Each pickup	\$ 204.72	\$ 5.57	\$ 210.28	\$ 5.57	2.72%

Customer owned compactor

20 cubic yard compactor drop box					
Each scheduled pickup	\$ 212.51	\$ 5.78	\$ 218.29	\$ 5.78	2.72%
30 cubic yard compactor drop box					
Each scheduled pickup	\$ 223.61	\$ 6.08	\$ 229.69	\$ 6.08	2.72%
40 cubic yard compactor drop box					
Each scheduled pickup	\$ 251.40	\$ 6.84	\$ 258.24	\$ 6.84	2.72%
Drop box lids per month	\$ 13.34	\$ 0.36	\$ 13.70	\$ 0.36	2.72%
Disposal rate per ton	\$ 101.00	\$ 3.85	\$ 104.85	\$ 3.85	3.81%

ITEM V.

Miscellaneous

Small Appliances, Furniture, etc	\$ 27.72	\$ 0.75	\$ 28.47	\$ 0.75	2.72%
Large Appliances, Refrigerators, Freezers	\$ 61.00	\$ 1.66	\$ 62.66	\$ 1.66	2.72%
Special haul rate packer-load & travel time	\$ 53.47	\$ 1.45	\$ 54.92	\$ 1.45	2.72%

EXHIBIT A
CITY OF McCLEARY
RATES EFFECTIVE 01/01/2019

RESOLUTION NO. _____

AS AMENDED _____

**A RESOLUTION RELATING TO PUBLIC
SERVICES; ESTABLISHING AND CONFIRMING
FEES; AND PROVIDING FOR EFFECTIVE DATES.**

RECITALS

1. Pursuant to Resolution _____, the Council and Mayor set forth fees to be charged for specified City provided services and provided for certain mechanisms in relation to the adjustment thereof. The fees were set after analysis by the Mayor and Council, after receiving the advice of LeMay, Inc., and City staff, as to the minimum levels necessary to adequately maintain and provide funding for the various services involved.

2. The necessity of the continued collection of the authorized levels of fees and the mechanisms for their adjustment has been confirmed by the Mayor and Council.

3. Pursuant to review of the provisions of

Resolution _____ carried out by Staff of the City and LeMay, modification in certain areas have been determined to be necessary to reflect a number of factors, including the decision of the City to cease the provision of billing services. Thus, it is found to be appropriate to incorporate those changes in this resolution.

4. It is the intention of the Mayor and Council, in the adoption of this resolution, to achieve the continuing goal of providing the citizens adequate service and protecting the health and safety of the Citizens through continuation of a program of mandatory solid waste disposal.

5. While only certain areas are changed, it is found be in the interest of operational efficiency and ease of reference to adopt the entirety of the schedule and repeal the existing resolution.

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

SECTION I: Commencing upon the dates set forth in Section II and continuing thereafter until changed as provided therein, the provision of solid waste service within the

corporate limit shall be carried out pursuant to the terms,
conditions, and rates set forth as follows:

<u>Item I.</u>	2018	2019
<u>Residential Service</u>	Rate	Rate
65/30 Gallon Monthly	\$ 11.07	\$ 11.43
65 Gallon Monthly	\$ 15.24	\$ 15.78
65 Gallon EOW	\$ 21.28	\$ 22.12
65 Gallon Weekly	\$ 33.00	\$ 34.42
Additional 65 Gallon (each)	\$ 9.84	\$ 10.23
90 Gallon Monthly	\$ 17.31	\$ 17.96
90 Gallon EOW	\$ 29.20	\$ 30.39
90 Gallon Weekly	\$ 42.53	\$ 44.48
Additional 95 Gallon (each)	\$ 14.01	\$ 14.58
Return Trip	\$ 13.89	\$ 14.27
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.55	\$ 4.74
Drive in Service	\$ 7.71	\$ 7.92

<u>Item II.</u>		
<u>Commercial Cart Service</u>		
65 Gallon EOW	\$ 21.28	\$ 22.12
65 Gallon Weekly	\$ 33.00	\$ 34.42
90 Gallon EOW	\$ 29.20	\$ 30.39
90 Gallon Weekly	\$ 42.53	\$ 44.48
Return Trip	\$ 13.89	\$ 14.27
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.55	\$ 4.74
Cart roll out charge each 5 to 25 ft	\$ 2.56	\$ 2.63
For each added 25 ft	\$ 1.62	\$ 1.66

<u>Item III.</u>		
<u>Permanent Commercial Container Service</u>		
1 cubic yard box		
One pickup per week	\$ 95.29	\$ 99.36
Each additional dump per week	\$ 81.63	\$ 85.33
Special or Additional pickup each	\$ 30.38	\$ 31.55
1.5 cubic yard box		
One pickup per week	\$146.83	\$153.05
Each additional dump per week	\$129.54	\$135.29
Special or Additional pickup each	\$ 43.19	\$ 44.88
2 cubic yard box		
One pickup per week	\$188.38	\$196.46
Each additional dump per week	\$160.04	\$167.36
Special or Additional pickup each	\$ 55.66	\$ 57.86

3 cubic yard box		
One pickup per week	\$248.99	\$260.20
Each additional dump per week	\$218.78	\$229.17
Special or Additional pickup each	\$ 75.10	\$ 78.17

4 cubic yard box		
One pickup per week	\$333.33	\$348.33
Each additional dump per week	\$300.46	\$314.56
Special or Additional pickup each	\$ 99.06	\$103.12

6 cubic yard box		
One pickup per week	\$489.77	\$511.99
Each additional dump per week	\$444.97	\$465.96
Special or Additional pickup each	\$129.90	\$135.49

8 cubic yard box		
One pickup per week	\$653.03	\$682.64
Each additional dump per week	\$593.29	\$621.28
Special or Additional pickup each	\$173.20	\$180.65

Temporary Commercial Container Service

1 yard temporary service		
Delivery	\$ 20.06	\$ 20.60
Rent per day	\$ 0.57	\$ 0.59
Each pickup	\$ 24.37	\$ 25.37

1.5 yard temporary service		
Delivery	\$ 20.06	\$ 20.60
Rent	\$ 0.57	\$ 0.59
Each pickup	\$ 32.07	\$ 33.45

2 yard temporary service		
Delivery	\$ 20.06	\$ 20.60
Rent	\$ 0.57	\$ 0.59
Each pickup	\$ 40.44	\$ 42.22

3 yard temporary service		
Delivery	\$ 24.12	\$ 24.78
Rent	\$ 0.91	\$ 0.93
Each pickup	\$ 75.11	\$ 78.18

4 yard temporary service		
Delivery	\$ 24.12	\$ 24.78
Rent	\$ 1.07	\$ 1.10
Each pickup	\$ 99.05	\$ 103.11

6 yard temporary service		
Delivery	\$ 27.13	\$ 27.87
Rent	\$ 1.63	\$ 1.67
Each pickup	\$129.90	\$ 135.49
8 yard temporary service		
Delivery	\$ 27.13	\$ 27.87
Rent	\$ 1.91	\$ 1.96
Each pickup	\$173.20	\$ 180.65
Access Fee Weekly (Monthly Charge)	\$ 8.68	\$ 8.92
Access Fee EOW (Monthly Charge)	\$ 4.35	\$ 4.46
Access Fee 2x Weekly (Monthly Charge)	\$ 17.37	\$ 17.84
Lock Fee (each)	\$ 5.01	\$ 5.15
Cable Fee (each)	\$ 10.02	\$ 10.30
Return Trips, Containers	\$ 27.37	\$ 28.12
Add'l Yard (1 to 4 cubic Yards)	\$ 24.26	\$ 25.26
Additional Yard > 4 Yards	\$ 17.59	\$ 18.41

Item IV.

Permanent Drop Box

10/20 cubic yard drop box		
First haul each month	\$229.17	\$235.41
Each additional haul	\$145.81	\$149.78
30 cubic yard drop box		
First haul each month	\$262.51	\$269.65
Each additional haul	\$162.48	\$166.90
40 cubic yard drop box		
First haul each month	\$287.87	\$ 295.70
Each additional haul	\$185.82	\$ 190.88

Temporary Drop Box

10/20 cubic yard drop box		
Delivery	\$144.71	\$148.64
Rent per day	\$ 5.28	\$ 5.43
Each pickup	\$149.16	\$153.21
30 cubic yard drop box		
Delivery	\$144.71	\$148.64
Rent per day	\$ 6.39	\$ 6.56
Each pickup	\$172.49	\$177.18

40 cubic yard drop box		
Delivery	\$144.71	\$148.64
Rent per day	\$ 7.22	\$ 7.42
Each pickup	\$204.72	\$ 210.28
<u>Customer owned compactor</u>		
20 cubic yard compactor drop box		
Each scheduled pickup	\$212.51	\$218.29
30 cubic yard compactor drop box		
Each scheduled pickup	\$223.61	\$229.69
40 cubic yard compactor drop box		
Each scheduled pickup	\$251.40	\$258.24
Drop box lids per month	\$ 13.34	\$ 13.70
Disposal rate per ton	\$101.00	\$ 104.85
 <u>ITEM V.</u>		
<u>Miscellaneous</u>		
Small Appliances, Furniture, etc	\$ 27.72	\$ 28.47
Large Appliances, Refrigerators, Freezers	\$ 61.00	\$ 62.66
Special haul rate packer-load & travel time	\$ 53.47	\$ 54.92

M. In addition to the sums stated by the prior paragraphs, there shall be an additional \$1.75 per customer per month added to the basic collection charge by and as costs of the City's billing and collection, including enforcement actions, to the extent and in the manner allowed by law, undertaken by the City to assure compliance with the mandatory solid waste disposal provisions of the City code. This charge shall be assessed as against each bill for service rendered. Additionally, state-imposed or city-imposed excise tax shall be added to the extent and in the manner provided by law.

SECTION II: INTERPRETATION

A. The rates established by Section I shall be effective as of the 1st day of January, 2019.

B. The annual adjustment provided for therein shall be implemented as provided. Rates set by the CITY OF McCLEARY/HAROLD LeMAY ENTERPRISES, INC. CONTRACT FOR GARBAGE, RECYCLABLES AND YARD WASTE COLLECTION; Section 32, Rates and Rate Adjustments Items A. and B.

C. As of the date of the adoption of this resolution, Resolution ____ shall be deemed repealed, superseded and of no further effect, but such repeal and supersession shall not effect the any obligation of a customer arising from services delivered under the provision of any prior resolution or enactment, including Resolution 614.

PASSED THIS _____ DAY OF _____, **2018**, by the City
Council of the City of McCleary, and signed in approval
therewith this _____ day of _____, **2018**.

CITY OF McCLEARY:

D. Brenda Orffer, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

City Attorney

TAB - G

coastal
Community Action
program



September 24, 2018

LIHEAP Vendor;

Enclosed please find the Vendor Agreement for the Low-Income Home Heating Assistance Program (LIHEAP).

Please sign the agreement and return it through mail, e-mail or fax.

Please retain a copy to for your records.

If you have any questions, please call me at 360-533-5100 ext. 109.

Thank you for assisting us in providing services to households in Grays Harbor and Pacific Counties.

Sincerely,



Debbie Gregg
LIHEAP Coordinator
Coastal Community Action Program

Email: debbieg@coastalcap.org

Fax: 360-532-4623

LOW-INCOME HOME HEATING ENERGY VENDOR AGREEMENT

OCTOBER 1, 2018 – SEPTEMBER 30, 2019 PROGRAM YEAR

This agreement, dated as of October 1, 2018, is entered into by and between Coastal Community Action Program, (Agency), and City of McCleary, supplier of home heating energy, (Vendor).

PURPOSE

Funding for Low-Income Home Energy Assistance Program (LIHEAP) payments is governed by Federal Law 42 U.S.C. 8624: Low-Income Home Energy Assistance Act of 1981, and subsequent amendments. This act requires that certain assurances be satisfied before energy assistance payments are made, on behalf of eligible individuals, to suppliers of home heating energy. This agreement defines the conditions that the Energy Vendor must agree to so that the Agency can make energy assistance payments to the Energy Vendor on behalf of eligible households.

Agency Responsibilities

The agency shall:

1. Accept and review client applications and determine eligibility of households for LIHEAP payments.
2. Follow procedures that minimize the time elapsing between the receipt of LIHEAP funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households between October 1 and August 31 of the program year for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of LIHEAP funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's energy usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

Energy Vendor Responsibilities

The Energy Vendor shall:

1. Immediately apply the benefit payment to customer's current/ past due bill, deposit/ reconnect requirements, or delivery of fuel to eliminate the amount owed by the customer for a period determined by the amount of the benefit, or;
2. Apportion the LIHEAP over several billing periods to reduce the amount owed by the customer until the benefit is exhausted, or;
3. Establish a line of credit for the customer to be used at the discretion of the customer until the benefit is exhausted.
4. Notify the customer of the amount of benefit payment applied to the customer's billing.
5. Keep customer records confidential.
6. Maintain records for four years from the date of this agreement, or longer if the energy vendor is notified that a fiscal audit for a specific program year is unresolved.
7. Not treat adversely, or discriminate against any household that receives LIHEAP payments, either in the cost of the goods supplied or the services provided.
8. Upon request of the agency, provide eligible customer's energy consumption history for the sole purpose of determining customer benefit.
9. Comply with the provisions of the State law regarding winter disconnects and pertinent provisions of the Washington Administrative Code related to the winter moratorium, if governed by that ruling.
10. Make records available for review by authorized staff of the agency and Washington State Department of COMMERCE) and the U.S. Department of Health and Human Services.

Required records for audit purposes.

The vendor will keep records showing the following:

1. Name and address of households who received LIHEAP payments.
2. Amount of assistance accrued to each household.
3. Source of payment, (Energy Assistance, Project Help, Warm Heart, etc).
4. Amount of the household's credit balance when the benefit payment establishes a line of credit. This credit balance also needs to show on all customer billing documents.

Credit Balances

In the event that a customer has a credit balance and no longer needs service from the energy vendor, the vendor shall:

1. Forward a check in the amount of any remaining credit balance directly to the customer, or, if directed by the customer, forward a two-party check for this balance to the customer in the customer's name and the name of the new home heating energy vendor.
2. If the customer dies leaving a credit balance resulting from a LIHEAP payment, the remaining credit becomes part of the customer's estate.

3. The energy vendor shall dispose of all unclaimed credit balances according to customary procedures or applicable Washington State law.

Other Provisions:

Term of Agreement

This agreement is effective from the date of execution.

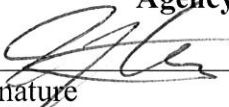
Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If LIHEAP funding is withdrawn, reduced, or eliminated by COMMERCE, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency	Vendor
 _____ Signature	_____ Signature
Jason Hosenev _____ Printed Name	_____ Printed Name
Manager _____ Title	_____ Title
Coastal Community Action Program Name of Company	City of McCleary Name of Company
_____ Date	_____ Date

TAB - H



US_001_OU

Date Printed : 27-SEP-2018

Maintenance Renewal Quote

Page: 1 of 1

Customer Name: City of McCleary, WA
Customer Number: 17451
Bill To Contact: Lindsay Blumberg
Customer Address: 100 S. 3rd St.
McCleary, WA 98557-9652

Contract Number: SC00004517
Description: City of McCleary, WA - FCS & HW

Contract Duration: 01-FEB-2019 - 31-JAN-2020

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
HARDWARE					
MOBILE COLLECTOR LITE	72502830	01-FEB-2019	31-JAN-2020	1	788.29
			Subtotal :	1	788.29
FC3006 VEHICLE MOUNT CRADLE	FC300616046304	01-FEB-2019	31-JAN-2020	1	81.12
			Subtotal :	1	81.12
FC300, DESK DOCK	FC300216022298	01-FEB-2019	31-JAN-2020	1	40.88
			Subtotal :	1	40.88
FC300, SREAD RADIO, WLAN, GPS	FC300160425015	01-FEB-2019	31-JAN-2020	1	499.70
			Subtotal :	1	499.70
	HARDWARE		Subtotal :	4	1,409.99
SOFTWARE					
FCS SFTW, UP TO 2500 METERS, ELECTRONIC DELIVER		01-FEB-2019	31-JAN-2020	1	1,149.60
			Subtotal :	1	1,149.60
	SOFTWARE		Subtotal :	1	1,149.60
Contract Grand Total :				5	2,559.59

NOTE: This is not an invoice

TAB - I

STAFF REPORT

To: Mayor Orffer
From: Todd Baun, Director of Public Works
Date: October 3, 2018
Re: Shoreline Interlocal Agreement

Attached, you will find an Interlocal Agreement with Shoreline Fire. We will need this agreement to “piggyback” on their contract for the purchase of SCBA’s for our Fire Department.

Piggybacking is the same as using other existing contracts. It’s just another procurement tool we can use for the purchase of equipment. Piggybacking is when you use an existing contract to acquire the same commodities or services at the same or lower price from another public entity contract.

Action Requested:

Please allow Mayor to sign the Interlocal agreement with Shoreline Fire for the purchase of Scott SCBA and equipment.

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT BETWEEN CITY OF SHORELINE FIRE DEPARTMENT AND THE CITY OF MCCLEARY FIRE DEPARTMENT

This Agreement is entered into by and between the Shoreline Fire Department (hereinafter "Shoreline") and the City of McCleary (hereinafter "McCleary") agencies duly organized under the laws of the State of Washington.

It is the purpose of this Agreement to provide for the cooperative purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW. Shoreline and McCleary desire to enter into this interlocal agreement to make the most efficient use of the powers enumerated under chapter 39.34 RCW.

Shoreline and McCleary each possess the power to procure goods and services and to dispose of property, and are authorized to cooperate.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by that party and shall remain in effect until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party. The bid language to be included should be substantially as follows: "Interlocal Bids. The Bid proposal accepted shall permit and shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase under the bid proposal."
3. **Discretion.** The determination of whether or not any party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by the other parties under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.
3. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies and equipment purchased and received by such party under the terms of this Agreement.
4. **Ownership.** Title to all items purchased by any party to this Agreement shall remain in the name of such party.
5. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 days written notice of such intent to terminate.

6. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement.
7. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.
8. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
9. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
10. **Hold Harmless.** Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

Dated: _____, 2018

Dated: _____, 20__

McCLEARY FIRE DEPARTMENT

SHORELINE FIRE DEPARTMENT

By: _____
Fire Chief

By : _____
Fire Chief

TAB - J



A PLAYCORE Company

CERTIFICATE OF GRANT AWARD

This certificate entitles

CITY OF MCCLEARY

to a GameTime Playground Grant Funding Award of

UP TO \$20,000.00

Funds must be claimed no later than December 31, 2018 and must accompany a qualifying play system purchase. Order must be received by October 31, 2018. Award may not be combined with any other order or special offer. Other terms and conditions apply. Contact your local GameTime representative at 800-235-2440 for complete details about this grant award.

A handwritten signature in black ink, reading "S. Spencer Cheak", written over a horizontal line.

S. Spencer Cheak
President, GameTime



Your Exclusive local GameTime Representative, since 1991

09/11/2018

City of McCleary
100 S 3rd Street
McCleary, WA

Attn: Todd

Congratulations!

We have just been notified by GameTime that your playground funding for the 2018 GameTime Fall Grant has been reviewed, and your grant request has been Approved!

The next step (if you haven't done so already) is to have your local GameTime representative at SiteLines generate a quote that includes the special grant funding award for your project.

Here are the simple rules of the grant:

- GameTime grants can only be applied to GameTime PowerScape®, PrimeTime®, Xscape® and IONiX® playground system purchases of \$15,000 or more only. No other offer, discount, or special programs can be used with this grant program. (Grant funds do not apply to Freestanding components such as Swings, Whirls, Saddlemates, etc., or playground surfacing)
- Freight and applicable sales tax are extra and not included as part of your grant funds.
- GameTime standard policies and warranties as listed in the 2018 GameTime Playground Catalog apply.
- To qualify for a 100% matching grant, list price of the qualifying playground system must exceed \$90,000 and payment in full must accompany your order. For play systems that require credit terms or for systems with a list price of less than \$90,000 and greater than \$15,000, GameTime playground grants are available with matching funds ranging between 45-80%. Matching funds are subject to rounding rules and may vary based on qualified purchase.
- All 2018 GameTime Fall Grant orders must be placed no later than October 31, 2018.
- Orders accepted by GameTime must ship by December 31, 2018.

On behalf of everybody here at SiteLines and GameTime, we are looking forward to working with you to help your playground dreams become reality. Be sure to let us know if we can also help you with professional installation of your playground, safety surfacing materials, outdoor furniture, and any other outdoor equipment needs as well. All GameTime products are IPEMA certified to meet all current safety standards and will meet ADA requirements to provide play opportunities for children of all abilities.


Congratulations on your approval, and for your dedication to making children's lives healthier and more fun!

Sincerely,

Gary Max, President
Exclusive GameTime Representative



www.sitelines.com emailus@sitelines.com
4818 Evergreen Way, Suite 200 - Everett WA 98203
800/541-0869 425/355-5655 fax 425/347-3056



**Enriching childhood and building
communities through play since 1929.**

**PLAY
IS AT THE
CORE OF
EVERYTHING
WE DO.**



A PLAYCORE Company



A PLAYCORE Company

1.800.235.2440 | gametime.com



Since 1929, GameTime has been a leading manufacturer of commercial playground equipment, outdoor fitness products and custom play spaces. Below are some of the ways GameTime is uniquely qualified to help you with your project. In this document, we've included products based on our conversations that meet your objectives and your budget. We hope to hear from you soon, and we are eager to begin working with you on your project.



WHEREVER YOU ARE WE'RE LOCAL

Representatives in 50 states, Canada and around the world.

NEARLY A CENTURY OF DESIGNING AWARD-WINNING PLAYGROUNDS

Since 1929.

EveryBODY Plays®

-  Third Party Research and Programming
-  Play Products for People of All Abilities
-  Community Outreach and Education



CERTIFIED INSTALLER NETWORK

GameTime trained for GameTime playgrounds.

LIMITED LIFETIME WARRANTY

on uprights, hardware and connections

gametime.com/warranty for full warranty information.

SUSTAINABLE PLAYGROUNDS BEGIN WITH SUSTAINABLE MANUFACTURING

Our products are produced with 93% recycled materials and are 100% recyclable.




DIRECT BOLT TECHNOLOGY

Complies with ASTM standards before it leaves the factory.



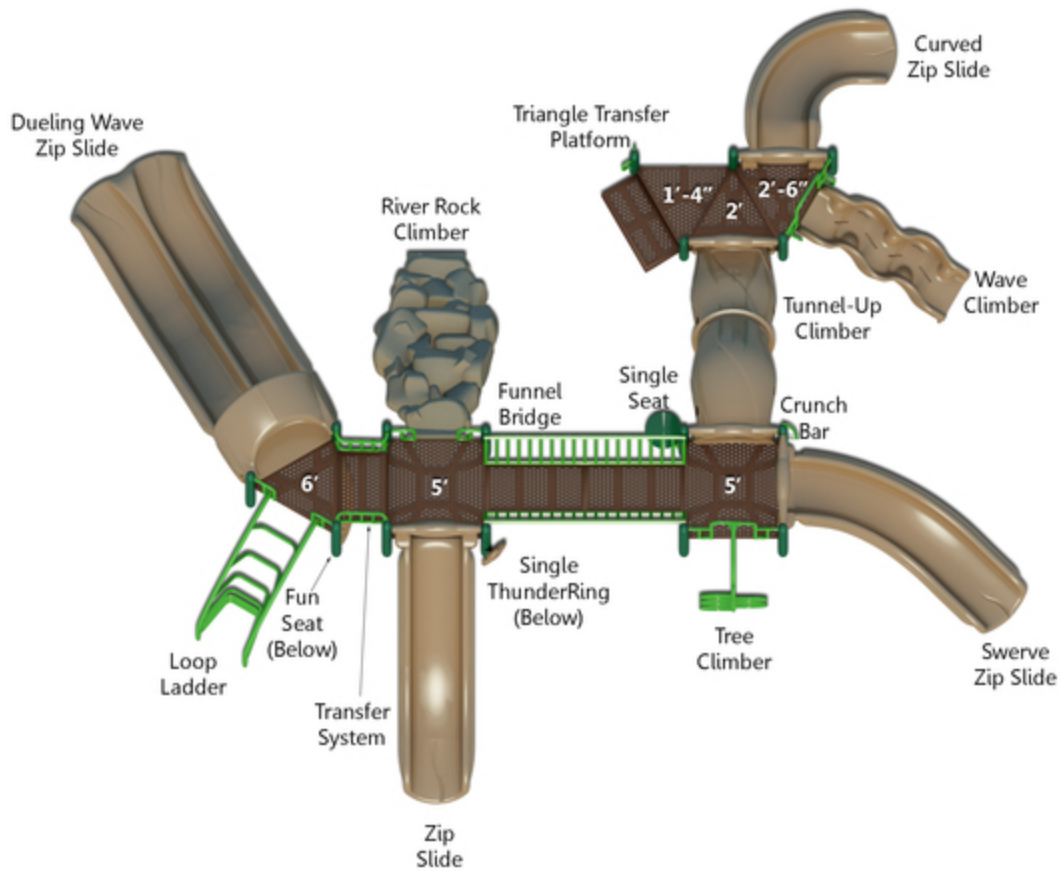
COLOR WIZARD

FLEXIBLE DESIGNS & COLOR OPTIONS

PT15426



1.800.235.2440 | gametime.com



Model Number: PT15426

Use Zone: 41' x 36'

Fall Height: 6'

Age Groups: 5 to 12 Years

Number of Children: 45-50

Key Components: Zip Slide, GT Jams

Features and Benefits

PrimeTime is a perfect choice for schools, early learning centers, faith-based organizations and more. With a full range of climbers, slides, ladders and play activities, PrimeTime systems can be configured for any space and any budget, without compromising play or play value.

Rockaway



Model Number: PT18300

Use Zone: 67' x 33'

Fall Height: 5'

Age Groups: 5 to 12 Years

Number of Children: 45-50

Key Components: Overhead Climbers,
Play On, Zip Slide

Features and Benefits

Add a National Demonstration Sign to this unit for no additional charge.

PrimeTime is a perfect choice for schools, early learning centers, faith-based organizations and more. With a full range of climbers, slides, ladders and play activities, PrimeTime systems can be configured for any space and any budget, without compromising play or play value.

PT18353



Model Number: PT18353

Use Zone: 43' x 43'

Fall Height: 6'

Age Groups: 5 to 12 Years

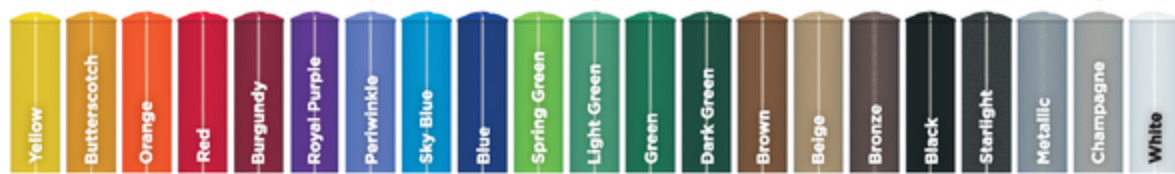
Number of Children: 30-35

Key Components: Hybrid, Overhead
Climbers, Zip Slide

Features and Benefits

PrimeTime is a perfect choice for schools, early learning centers, faith-based organizations and more. With a full range of climbers, slides, ladders and play activities, PrimeTime systems can be configured for any space and any budget, without compromising play or play value.

METAL



PLASTIC



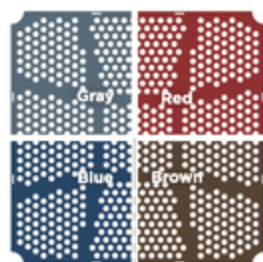
POLYETHYLENE (HDPE)



SUNBLOX™ CANOPY & SHADE



DECKS



SPECIAL ROCK



WALLCANO® HANDHOLDS



TIMBER DÉCOR



NETS



TAB - K

TAB - L

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO THE UTILITIES,
AMENDING TITLE 13 OF THE McCLEARY MUNICIPAL
CODE, PROVIDING AN EFFECTIVE DATE AND
SEVERABILITY.**

R E C I T A L S:

1. The City has reviewed the bad debt policy and found it prudent to update such policy by resolution upon the recommendation of the Utility Accounts Manager.

2. The City Council finds it appropriate to amend the McCleary Municipal Code, Title 13, regarding the City's utility service deposits accordingly.

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

SECTION I: Sections 13.20.010, 13.20.020, 13.20.030, and 13.20.060, MMC, shall be and are hereby repealed.

SECTION II: Section 13.20.040 MMC shall be and is hereby amended to read as follows:

DELINQUENT ACCOUNTS

In the event that an account becomes delinquent, then upon giving ten days' prior notice, the homeowner's utility service account will be terminated as a result of nonpayment. After 90 days, the property will be subject to a lien. ~~such portion of the deposit as may be necessary to bring the~~

~~account in full, including but not limited to all delinquent charges and service costs assessed as a result thereof, may be deducted from the deposit. The deduction shall be related to and associated with the termination of the utility service as a result of nonpayment.~~

SECTION III: Section 13.20.050 MMC shall be and is hereby amended to read as follows:

RESPONSIBILITY OF PROPERTY OWNER FOR UTILITY SERVICES

In the event an applicant is an individual who does not own the location for which the utility service is being sought, the property owner shall remain responsible for the bill, regardless of whether the bill is sent directly to a tenant for the convenience of the property owner. ~~then any deposit required shall be returned or any waiver of deposit guarantee, as they may be from time to time authorized by resolution, shall only be released after the utility obligation for that service location has been satisfied in full and the account terminated. Provided that in the event there is a delinquency and it becomes necessary for the city to terminate the service, then any monetary deposit which has been received shall be first applied to the utility obligation outstanding, including any interest or penalties, and the balance thereof returned to the party providing the guarantee.~~

SECTION III: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or

phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

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

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

PASSED THIS _____ DAY OF _____, 2018, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2018.

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER COKER, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

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

WENDY COLLINS

SIGNED AND SWORN to before me this _____ day of _____,
2018, by WENDY COLLINS.

Print Name _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
Commission expires: _____

TAB - M

RESOLUTION NO. _____

**A RESOLUTION RELATING TO BAD DEBT
COLLECTION POLICY, AND REPEALING
RESOLUTION 592.**

R E C I T A L S:

WHEREAS, the Mayor and City Council have received recommendations from the Utility Accounts Manager; and

WHEREAS it is the desire of the Mayor and City Council to implement such recommendations;

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

SECTION I: Resolution 592 shall be replaced with the following policy:

1. Utility deposits are not required.
2. The protocols governing the amounts required and other operational factors were implemented through the adoption of Resolution 592.

3. In the interim, a variety of factors have made it necessary and appropriate to modify the terms of that resolution, as well as to clarify certain procedures to be followed in the event of a request for a return of a deposit.

4. Staff recommended the City eliminate all utility deposits.

5. The Council finds that it is that the public interest will be served by amendment of the existing deposit policy but specifically reserves the right to modify this policy if it is found to be counter-productive to the operation of the utilities.

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

SECTION I:

A. For premises/ structures served by the City's water, electric and/or sewer systems or any element thereof, the property owner shall receive and be responsible for the bill, subject to the ability to make the request for direct billing of and payment by a tenant of the premises authorized by sub-paragraph B and acceptance of the conditions of that sub-paragraph and Section II.

B. So long as the Owner has had no prior accounts in the Owner's name upon which the Owner has breached the responsibility to pay to such an extent that the service was discontinued for non-payment. If there has been such a breach, then the City will require the Owner to pay, in full, all bad debts before establishing a new account.

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C. Upon written application, a property owner may request that the city establish a utility billing account for their tenant. Bills sent to the tenant are for the convenience of the owner and in no way alter the city's lien against the property as described as provided by applicable law or ordinance. This request may be granted by the City in its sole discretion.

The homeowner is ultimately responsible for their tenant's billing. It is the responsibility of the homeowner/landlord to collect a utility deposit to cover these final charges, if the tenant fails to make final payment.

When a tenant moves out, the final balance must be paid in full within 90 days of the move out date.

After 90 days, the remaining balance will be transferred into the homeowner's name. The homeowner then has 90 days to pay the balance. If not paid by this deadline, the property will be subject to a lien.

On a closed homeowner account, the homeowner has 90 days to pay the balance. After 90 days, the property will be subject to a lien.

This section shall go into effect upon adoption of this resolution.

SECTION II: In the event the owner of a property to which the services are rendered chooses to authorize direct billing to and payment by the tenant thereof and the request has been granted by the City, the Owner and Tenant shall complete a City of McCleary Utility Customer Account Application that acknowledges continuing direct responsibility for payment in the event the tenant fails to pay a bill for utility service to the subject property, and that the

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property served shall be subject to a lien, whether in the form of denial of service or otherwise, as may be authorized by the laws of the State of Washington for such services.

SECTION III: Any and all deposit balances received prior to October 2009, and have not been requested to be refunded, may be requested in writing to the City. The City will make its best effort to notify customers of any refundable deposit balances.

In the event that a deposit required pursuant to the provisions of this Resolution is to be returned to the customer, the following provisions shall apply.

A. A written request shall be submitted to the Office of the Clerk-treasurer upon such form as may be established by that Office. In the event that the request is made by a tenant, the return of the deposit shall be agreed to by the owner of the premises.

B. A written confirmation of the amount of deposit held, the eligibility of the account for such return or release, and the party by whom or which it was paid shall be issued.

C. Prior to the issuance of any refund, the documentation shall be submitted to the Clerk Treasurer for approval.

SECTION IV: Resolution 592 shall be repealed as of the date of adoption of this resolution.

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PASSED THIS _____ DAY OF _____, 2018, by the
City Council of the City of McCleary, and signed in authentication thereof this _____ day
of _____, 2018.

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney

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