



McCleary City Council Agenda

05/09/18- 6:30PM

Flag Salute

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

Mayor Comments

Public Comment

Minutes

Approval of Vouchers

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Old Business

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New Business

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L Budget Amendment

Resolutions

Mayor/Council Comments

Public Comments

Executive Session

Adjourn/Recess Meeting

Previously Tabled Items

Town meeting update

Developer incentives

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, April 25, 2018

ROLL CALL AND FLAG SALUTE	Councilmembers Orffer, Huff, 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's Dan Glenn and Sharon English.
PUBLIC HEARING	None.
EXECUTIVE SESSION	None.
VOUCHERS	Accounts Payable checks approved were 44250- 44312 including EFT's in the amount of \$200,568.81. It was moved by Councilmember Orffer, seconded by Councilmember Blankenship to approve the vouchers. Motion Carried 5-0.
MINUTES APPROVED	It was moved by Councilmember Iversen, seconded by Councilmember Huff to approve the minutes from the meeting held on April 11, 2018. Motion Carried 5-0.
PUBLIC COMMENTS	Councilmember Blankenship asked Todd Baun what happened with the houses on the hill. Todd stated it was a sewer issue caused by a developer who connected their sewer lines to the City storm drain. When the City found out about it, we notified the Department of Ecology (DOE) and plugged up the storm lines. The sewer line connections were corrected and he had House Bros. pump out the pond. Councilmember Blankenship asked how much raw sewage dumped into the pond and Todd replied there was one new house that was involved and he is not sure how long they were living there or how many gallons were actually in the pond. He said it is cleaned up as much as we can and he is not sure what other requirements the DOE have for us. Councilmember Blankenship asked if Todd plans to lay anything down when the pond dries up this summer and Todd said we don't have any plans right now but we will go in there and test to see if there is any major contamination. He is waiting to see what the DOE says and what they tell us to do. The issue was discovered when a developer was looking to put a house in that area and when they were looking for the side sewer, they noticed the debris in the catch basin. They ran dye down the line and found the cause.
MAYOR COMMENTS	Mayor Schiller opened the meeting by Honoring City Attorney, Dan Glenn. It is his last City Council meeting for the City of McCleary before his retirement. Mayor Schiller read a Resolution written in his honor. Mr. Glenn has represented the City for almost 36-years. The City deeply appreciates the hard work, dedication and commitment Mr. Glenn has given during his long appointment. Mayor Schiller presented him with a plaque and a clock. Residents Pam Ator, Helen Lake Hamilton, Larry Peterson and Donnie Rostedt all made statements to honor and thank Dan. Dan was very appreciative and thanked everyone. He also thanked his wife for all of her tolerance over the years for the many meetings he has had to attend.
RESOLUTION 715, HONORING CITY ATTORNEY DAN GLENN	It was moved by Councilmember Huff, seconded by Councilmember Heller to adopt Resolution 715 HONORING DANIEL O. GLENN. Resolution Adopted 5-0.
CITY ATTORNEY REPORT	Dan Glenn provided a written report for the Council.
DIRECTOR OF PUBLIC WORKS REPORT	After providing two potential date options, the City Council tour is scheduled for May 18th.

THURSTON PUD WELLS
DISCUSSION

Todd is working with Jon Hinton and he will have more information about the wells at the next Council meeting. He said there are four wells; one class A system and three class B systems that are non-chlorinated and there are 36 customers using them. There are 150 - 200 additional possible connections. Thurston PUD is giving us the first right to purchase and they are allowing us time to make a decision. Councilmember Blankenship wanted to know how deep the wells are and Todd Baun stated they are 90' - 240' deep. Todd stated the PUD does water testing and back in the early 2000's they had a fecal hit, which was the last time there was an issue. Councilmember Orffer believes they need to know the condition of the wells before moving forward and Councilmember Iversen wanted to know what happens if we don't purchase the wells and how it would impact our town. Mayor Schiller said we would lose potential water and this would give us available water if we ever annex in that direction. Councilmember Blankenship wants to know what the water quality is and Councilmember Orffer wants more information on price negotiations and the Mayor said we will have answers for them at the next meeting. The Council is interested in moving forward.

SKILLINGS CONNOLLY TIME
EXTENSION

Skillings Connolly, Inc. has requested a 30-day time extension at no cost to the City. **It was moved by Councilmember Orffer, seconded by Councilmember Huff to authorize the Mayor to sign the 30-day time extension for Skillings Connolly. Motion Carried 5-0.**

LEGAL SERVICES CONTRACT

It was moved by Councilmember Iversen, seconded by Councilmember Orffer to appoint Sharon English as the City Attorney after changing the language so the contract does not automatically renew at the end of the year. Motion Carried 5-0.

BUDGET AMENDMENT
INTRODUCTION

The Multimodal Tax is a newer tax that has been entered as a revenue in current expense. The State Auditor's Office recommends these funds should be recorded within the street fund because of the restrictions imposed by RCW 47.66.070 to use only for transportation purposes. The ordinance will correct this by budget amendment and move the Multimodal Tax Budget line 001.336.00.71 in current expense to a new budget line 102.336.00.71 in the street fund. Wendy Collins asked the Council to consider adopting it at the next meeting.

PUBLIC COMMENT

Mayor Schiller announced there will be a Town Hall meeting on Monday night at the McCleary School. The meeting is for all residents to come hear about what has been going on with the adoption of the Comprehensive Plan and meet the Steering Committee members and discuss how we are going to take the energy from the committee and move forward on implementation and to gain new interest and new members.

EXECUTIVE SESSION

None.

TAB - B

TAB - C

STAFF REPORT

To: Mayor Schiller
 From: Todd Baun, Director of Public Works
 Date: May 7, 2018
 Re: Current Non-Agenda Activity

City Wide Clean-Up

Here is a breakdown of the last 3 years of our Clean up.

	2016	2017	2018
MSW Hauls	16	21	16
MSW Tons	38.81	65.92	53.41
Labor Hours	14	8.76	9.15
Tires	115	100	56
Refrigerators	7	2	0
Metal hauls	3	2	2
Metal tons	9.19	7.28	7.57
Total	\$10,680.5	\$ 12,830.42	\$ 10,695.25
Credit per contract	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Metal Sales	\$ 367.60	\$ 496.15	\$ 1,021.95
Balance	\$ 2,312.94	\$ 4,334.27	\$ 1,673.30

Council City Tour

The schedule for the City Council tour for is set for May 18th, at 2:30 PM.

TAB - D

Building and Planning Staff Report

To: Mayor and City Council

From: Paul Morrison

Date: May 1st, 2018

Re: April, Building and Planning Department Activity.

New Permit Activities for April 2018

310 South 3 rd Street	Cascade Natural Gas	Total Fee \$133.00
Multiple Locations	Comcast Pole Attachments	Total Fee \$100.00
158 North Summit Road	ADA Bathroom	Total Fee \$51.25
322 South Birch Street	Renovation	Total Fee \$14,899.05
412 South 2 nd Street	Manufactured Home	Total Fee \$8,788.00
Building Department Related Revenues	Total fees charged for April \$23,971.30	Total fees collected for April \$6,296.75

Permit Activity Totals

New Homes Permitted for 2018 6	All Permits Issued for 2018 14	Total Fees Charged for 2018 \$69,881.97
New Homes Permitted for 2017 11	All Permits Issued for 2017 104	Total Fees Charged for 2017 \$124,686.92
New Homes Permitted for 2016 24	All Permits Issued for 2016 170	Total Fees Charged for 2016 \$249,258.60
New Homes Permitted for 2015 2	All Permits Issued for 2015 52	Total Fees Charged for 2015 \$ 52,499.28
New Homes Permitted for 2014 3	All Permits Issued for 2014 89	Total Fees Charged for 2014 \$ 59,695.93
New Homes Permitted for 2013 3	All Permits Issued for 2013 79	Total Fees Charged for 2013 \$ 69,743.57
New Homes Permitted for 2012 6	All Permits Issued for 2012 97	Total Fees Charged for 2012 \$ 123,164.28
New Homes Permitted for 2011 1	All Permits Issued for 2011 37	Total Fees Charged for 2011 \$ 24,803.65

Building and Planning Staff Report

Nuisances for the Month of March 2018

- 121 South 3rd Street (8.20)
- 302 East Beck Street (8.16)
- 326 South 3rd Street (8.20)
- 326 South 4th Street (8.20)
- 108 North 10th Street (8.20)
- 695 North Summit Road (8.16)
- 723 West Simpson Ave (8.20)
- 503 West Maple Street (8.20)
- 362 South 1st Street (8.20)
- 335 South 2nd Street (8.20)
- 719 West Simpson Avenue (8.20)
- 387 South Birch Street (8.20)
- 409 West Oak Street (8.20)
- 108 North 10th Street (8.16)
- 629 South 2nd Street (8.16)

STAFF REPORT

To: Mayor Schiller
From: Paul Nott, Light & Power
Date: May 2, 2018
Re: March, April Report



	Monthly Statistics;	YTD Totals;
New Services;	1	8
System Outages;	0	4
Pole Replacements;	9	12
Maintenance Work Orders;	5	14
Billable Work Orders;	1	8

April and March consisted of 1 new service, 9 pole replacements some customer service work and general maintenance.

The new service was located on the Elma Hicklin.

Pole replacements primarily have been in conjunction with 4 bridge crossings out Sand Creek. The county is replacing fish culverts in that area and we are building temporary power lines to re locate the existing power lines for clearance of the construction equipment. We have 2 completed with 2 more to go.

We are also beginning the relocation of poles that are impacting the upcoming Third Street Project.

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

TAB - E

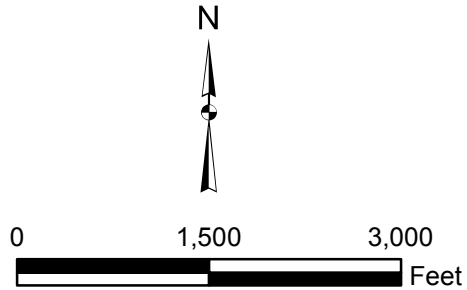
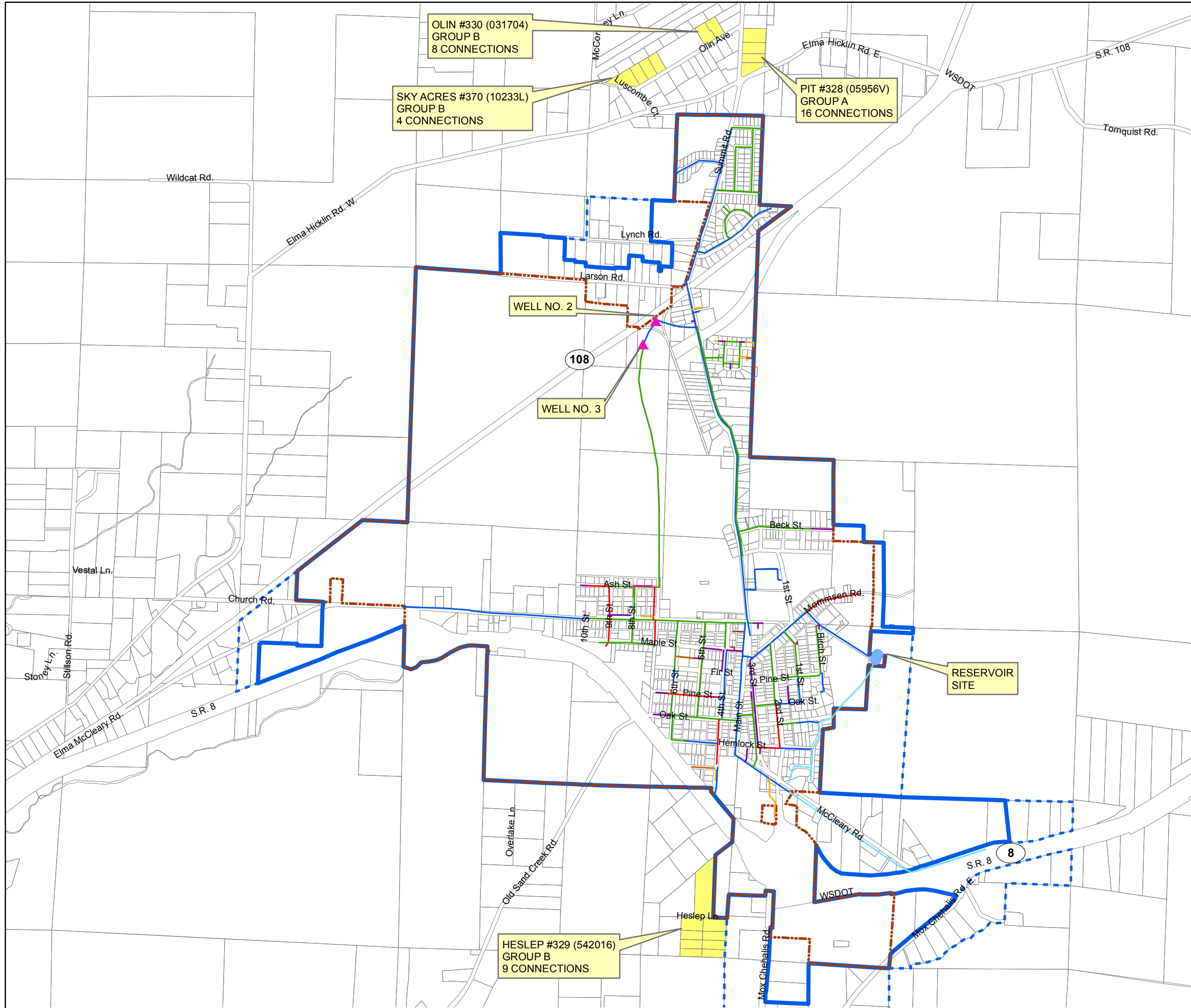
Draft Worksheet

Thurston PUD			
Residential Connections		37	
Base Usage Fee- TPUD	\$	32.82	
sub total month	\$	1,214.34	
# of Months		12	
Yearly Total	\$	14,572.08	

Outside City Limits			
Residential Connections		37	
Base Usage Fee- COM Outside City	\$	104.80	
sub total month	\$	3,877.60	
# of Months		12	
Yearly Total estimate	\$	46,531.20	
Potential new connections		163	
COM Outside Connection Fee	\$	3,906.00	
	\$	636,678.00	

Inside City Limits			
Residential Connections		37	
Base Usage Fee- COM inside City	\$	70.30	
sub total month	\$	2,601.10	
# of Months		12	
Yearly Total estimate	\$	31,213.20	
Potential new connections		163	
COM Outside Connection Fee	\$	3,167.00	
	\$	516,221.00	

Annual Operation and Maintenance						
	Elect. Monthly	Elect. Yearly	O&M- Monthly		O&M Yearly	
Sky Acres	\$ 34.73	\$ 416.76	\$ 150.00	\$	1,800.00	
Olin 330	\$ 32.28	\$ 387.36	\$ 150.00	\$	1,800.00	
Pit #328	\$ 32.28	\$ 387.36	\$ 150.00	\$	1,800.00	
Heslep 329	\$ 60.94	\$ 731.28	\$ 150.00	\$	1,800.00	
		\$ 1,922.76				
Total O&M				\$	7,200.00	
Total Elect.				\$	1,922.76	
Total				\$	9,122.76	



Legend:

- ▲ EXISTING WELL
- EXISTING RESERVOIR
- 3/4" WATER LINE
- 1" WATER LINE
- 1 1/4" WATER LINE
- 1 1/2" WATER LINE
- 2" WATER LINE
- 3" WATER LINE
- 4" WATER LINE
- 6" WATER LINE
- 8" WATER LINE
- 10" WATER LINE
- ▭ EXISTING RETAIL WATER SERVICE AREA
- ▭ FUTURE RETAIL WATER SERVICE AREA
- ▭ CITY LIMITS

CITY OF McCLEARY

DWSRF CONSOLIDATION APPLICATION



Gray & Osborne, Inc.

CONSULTING ENGINEERS

WATER FACILITIES INVENTORY (WFI) FORM - Continued

1. SYSTEM ID NO. 05956 V	2. SYSTEM NAME PIT WATER CO 328	3. COUNTY GRAYS HARBOR	4. GROUP A	5. TYPE Comm
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	ACTIVE SERVICE CONNECTIONS	DOH USE ONLY! CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY! APPROVED CONNECTIONS
25. SINGLE FAMILY RESIDENCES (How many of the following do you have?)		16	16
A. Full Time Single Family Residences (Occupied 180 days or more per year)	16		
B. Part Time Single Family Residences (Occupied less than 180 days per year)	0		
26. MULTI-FAMILY RESIDENTIAL BUILDINGS (How many of the following do you have?)			
A. Apartment Buildings, condos, duplexes, barracks, dorms	0		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year	0		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year	0		
27. NON-RESIDENTIAL CONNECTIONS (How many of the following do you have?)			
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)	0	0	0
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.	0	0	0
28. TOTAL SERVICE CONNECTIONS		16	16

29. FULL-TIME RESIDENTIAL POPULATION													
A. How many residents are served by this system 180 or more days per year? 48													

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?												
B. How many days per month are they present?												

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?												
B. How many days per month is water accessible to the public?												

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students daycare children and/or employees are present each month?												
B. How many days per month are they present?												

33. ROUTINE COLIFORM SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
* Requirement is exception from WAC 246-290	1	1	1	1	1	1	1	1	1	1	1	1

34. NITRATE SCHEDULE	QUARTERLY	ANNUALLY	ONCE EVERY 3 YEARS
(One Sample per source by time period)			

35. Reason for Submitting WFI:

☐ Update - Change
 ☐ Update - No Change
 ☐ Inactivate
 ☐ Re-Activate
 ☐ Name Change
 ☐ New System
 ☐ Other _____

36. I certify that the information stated on this WFI form is correct to the best of my knowledge.

SIGNATURE: _____	DATE: _____
PRINT NAME: _____	TITLE: _____

<u>WS ID</u>	<u>WS Name</u>
05956	PIT WATER CO 328

Total WFI Printed: 1

[illegible]

WATER FACILITIES INVENTORY (WFI) FORM - Continued

1. SYSTEM ID NO. 03170 4	2. SYSTEM NAME OLIN 330	3. COUNTY GRAYS HARBOR	4. GROUP B	5. TYPE
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	ACTIVE SERVICE CONNECTIONS	DOH USE ONLY! CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY! APPROVED CONNECTIONS
25. SINGLE FAMILY RESIDENCES (How many of the following do you have?)		8	Undetermined
A. Full Time Single Family Residences (Occupied 180 days or more per year)	8		
B. Part Time Single Family Residences (Occupied less than 180 days per year)	0		
26. MULTI-FAMILY RESIDENTIAL BUILDINGS (How many of the following do you have?)			
A. Apartment Buildings, condos, duplexes, barracks, dorms	0		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year	0		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year	0		
27. NON-RESIDENTIAL CONNECTIONS (How many of the following do you have?)			
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)	0	0	
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.	0	0	
28. TOTAL SERVICE CONNECTIONS		8	

29. FULL-TIME RESIDENTIAL POPULATION
A. How many residents are served by this system 180 or more days per year? 18

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?												
B. How many days per month are they present?												

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?												
B. How many days per month is water accessible to the public?												

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students daycare children and/or employees are present each month?												
B. How many days per month are they present?												

33. ROUTINE COLIFORM SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
* Requirement is exception from WAC 246-290	1	0	0	0	0	0	0	0	0	0	0	0

34. NITRATE SCHEDULE	QUARTERLY	ANNUALLY	ONCE EVERY 3 YEARS
(One Sample per source by time period)			

35. Reason for Submitting WFI:

☐ Update - Change
 ☐ Update - No Change
 ☐ Inactivate
 ☐ Re-Activate
 ☐ Name Change
 ☐ New System
 ☐ Other _____

36. I certify that the information stated on this WFI form is correct to the best of my knowledge.	
SIGNATURE: _____	DATE: _____
PRINT NAME: _____	TITLE: _____

<u>WS ID</u>	<u>WS Name</u>
03170	OLIN 330

Total WFI Printed: 1

Capital Asset Management Plan Class B Systems

[illegible]

WATER FACILITIES INVENTORY (WFI) FORM - Continued

1. SYSTEM ID NO. 10233 L	2. SYSTEM NAME SKY ACRES #370	3. COUNTY GRAYS HARBOR	4. GROUP B	5. TYPE
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	ACTIVE SERVICE CONNECTIONS	DOH USE ONLY! CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY! APPROVED CONNECTIONS
25. SINGLE FAMILY RESIDENCES (How many of the following do you have?)		4	4
A. Full Time Single Family Residences (Occupied 180 days or more per year)	4		
B. Part Time Single Family Residences (Occupied less than 180 days per year)	0		
26. MULTI-FAMILY RESIDENTIAL BUILDINGS (How many of the following do you have?)			
A. Apartment Buildings, condos, duplexes, barracks, dorms	0		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year	0		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year	0		
27. NON-RESIDENTIAL CONNECTIONS (How many of the following do you have?)			
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)	0	0	0
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.	0	0	0
28. TOTAL SERVICE CONNECTIONS		4	4

29. FULL-TIME RESIDENTIAL POPULATION													
A. How many residents are served by this system 180 or more days per year? 10													

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?												
B. How many days per month are they present?												

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?												
B. How many days per month is water accessible to the public?												

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students daycare children and/or employees are present each month?												
B. How many days per month are they present?												

33. ROUTINE COLIFORM SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
* Requirement is exception from WAC 246-290	1	0	0	0	0	0	0	0	0	0	0	0

34. NITRATE SCHEDULE	QUARTERLY	ANNUALLY	ONCE EVERY 3 YEARS
(One Sample per source by time period)			

35. Reason for Submitting WFI:

☐ Update - Change
 ☐ Update - No Change
 ☐ Inactivate
 ☐ Re-Activate
 ☐ Name Change
 ☐ New System
 ☐ Other _____

36. I certify that the information stated on this WFI form is correct to the best of my knowledge.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

<u>WS ID</u>	<u>WS Name</u>
10233	SKY ACRES #370

Total WFI Printed: 1

Name of System: Heslep

	Aprox. Date Built	Pipe Footag e or # of Items	Depreciatio n Period Years	Full Depreciatio n Date	Replacement Costs 2012	Total Replacement Cost 2012	Replacement Cost at end of Service Life
System Infrastructure							

Pump House

Building	size: 8 x 12	1988	1	50	2038	\$20,000	\$20,000.00	\$43,131.83
	siding: plywood							
	roof: 4 tab							
	insulated: yes							
	vented: no							

Building Electrical	1988	1	30	2018	\$3,000	\$3,000.00	\$3,582.16
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Well

size: 6" pitless: no	1988	375	75	2063	\$120	\$45,000.00	\$203,194.04	
Screen	1988	1	75	2063	\$3,500	\$3,500.00	\$15,803.98	
Pump Test	1988	1	75	2063	\$5,800	\$5,800.00	\$26,189.45	
Water Quality Tests	1988	1	75	2063	\$1,200	\$1,200.00	\$5,418.51	
Well Pumps & Controls	size: 1 1/2 hp. make: Goulds 10 gp.	2016	1	13	2029	\$8,400	\$8,400.00	\$12,335.68
Source Meter	size: 1" Cubic feet	2017	1	20	2037	\$200	\$200.00	\$418.76

Booster Station

Booster Pumps	size: HSC15 make: Goulds	2017	1	20	2037	\$2,400	\$2,400.00	\$4,334.67
Pressure Tanks	size: 80 gallon make: Well Xtrol	2013	2	10	2023	\$425	\$850.00	\$1,076.75
Pressure Tanks	size: 80 gallon make: Well Xtrol	2017	1	10	2027	\$425	\$425.00	\$605.95

Water Mains

size: 2"	1988	800	65	2053	\$25	\$20,000.00	\$67,197.98
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Service Lines

1" service line	# services	1988	9	65	2053	\$400	\$3,600.00	\$12,095.64
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Meter Replacement

3/4"	#	2013	9	20	2033	\$85	\$765.00	\$1,302.36
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Sample Taps

Well: yes To Distribution: yes

Wired for generator

?

Heater

wall

Total Estimated Costs						\$115,140.00	\$396,687.75	TOT
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\$410,969.13	Subt	0	0	0	0	0	0	0	0	0	0	0	12335.6832	0	17587.73461	0	0	0	0	0	0	0
	Subt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,076.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,447.07	\$0.00	\$0.00	\$0.00	\$0.00
	Subt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subt	3582.15689	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,302.36	\$0.00	\$0.00	\$0.00	\$0.00

INVENTORY

number wells (using#tests)	1
miles of mains	800
pump house	1
booster pumps	1
pressure tanks	2

New Well Pump
Motor F&E Pump Tec Plus Model #58000601000 Serial #16J451600593E Date Code 16J45
Pump Goulds 10GS1S412CL Serial #B16446S1

10 years old	2016	2006	1076.754569	0	0	0	0	12335.6832	0	17587.73461	0	0	2749.429394	0	0	0	0
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WATER FACILITIES INVENTORY (WFI) FORM - Continued

1. SYSTEM ID NO. 54201 6	2. SYSTEM NAME HESLEP #329	3. COUNTY GRAYS HARBOR	4. GROUP B	5. TYPE
------------------------------------	--------------------------------------	----------------------------------	----------------------	----------------

	ACTIVE SERVICE CONNECTIONS	DOH USE ONLY! CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY! APPROVED CONNECTIONS
25. SINGLE FAMILY RESIDENCES (How many of the following do you have?)		9	9
A. Full Time Single Family Residences (Occupied 180 days or more per year)	9		
B. Part Time Single Family Residences (Occupied less than 180 days per year)	0		
26. MULTI-FAMILY RESIDENTIAL BUILDINGS (How many of the following do you have?)			
A. Apartment Buildings, condos, duplexes, barracks, dorms	0		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year	0		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year	0		
27. NON-RESIDENTIAL CONNECTIONS (How many of the following do you have?)			
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)	0	0	0
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.	0	0	0
28. TOTAL SERVICE CONNECTIONS		9	9

29. FULL-TIME RESIDENTIAL POPULATION													
A. How many residents are served by this system 180 or more days per year? 24													

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?												
B. How many days per month are they present?												

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?												
B. How many days per month is water accessible to the public?												

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students daycare children and/or employees are present each month?												
B. How many days per month are they present?												

33. ROUTINE COLIFORM SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
* Requirement is exception from WAC 246-290	1	0	0	0	0	0	0	0	0	0	0	0

34. NITRATE SCHEDULE	QUARTERLY	ANNUALLY	ONCE EVERY 3 YEARS
(One Sample per source by time period)			

35. Reason for Submitting WFI:

☐ Update - Change
 ☐ Update - No Change
 ☐ Inactivate
 ☐ Re-Activate
 ☐ Name Change
 ☐ New System
 ☐ Other _____

36. I certify that the information stated on this WFI form is correct to the best of my knowledge.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

<u>WS ID</u>	<u>WS Name</u>
54201	HESLEP #329

Total WFI Printed: 1

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CERTIFICATE OF WATER RIGHT

- ☐ Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- ☒ Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
October 7, 1980	G 2-25719	G 2-25719 P	G 2-25719 C

NAME CLEARWATER UTILITIES, INCORPORATED			
ADDRESS (STREET)	(CITY)	(STATE)	(ZIP CODE)
P.O. Box 2106	Olympia	Washington	98507

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown.

PUBLIC WATER TO BE APPROPRIATED

SOURCE
a well

TRIBUTARY OF (IF SURFACE WATERS)

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE	MAXIMUM ACRE-FEET PER YEAR
	60	16

QUANTITY, TYPE OF USE, PERIOD OF USE		
16 acre-feet per year	group domestic supply	continuously
	(32 services)	

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL
820 feet North and 100 feet West of East Quarter Corner of Section 2

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION	TOWNSHIP N.	RANGE, (E. OR W.) W.M.	W.R.I.A.	COUNTY
SE ¹ / ₄ NE ¹ / ₄	2	18	5 W	22	Grays Harbor

RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

That portion of the NE¹/₄ of Sec. 2, T. 18 N., R. 5 W.W.M., Grays Harbor County, Washington, described as follows:

Commencing at the Northeast corner of said Sec. 2; thence south 0°57'29" east 1460.07 feet, more or less, to the southeast corner of the NE¹/₄NE¹/₄ of said Sec. 2; thence North 89°42'18" west 15.42 feet to the point of beginning; thence continuing North 89°42'18" west 342.00 feet; thence south 0°21'10" east 697 feet, more or less, to a point of curvature; thence along a curve to the left, said curve having a radius of 25 feet, a distance of 52 feet, more or less, to a point of tangency of said curve to the northerly margin of the county road; thence northeasterly along said northerly margin 348 feet, more or less, to a point from which the true point of beginning bears North 0°21'10" west; thence north 0°21'10" west 546 feet, more or less, to the true point of beginning.



**Public Utility District No. 1
of Thurston County**

**Revised Rates
Effective 1/1/18**

After Public Hearings held on September 11, 2017, and September 26, 2017,
the Thurston PUD Commissioners voted to increase rates.

The new rates become effective on January 1, 2018. A summary of those rates appears below:

	Residential		Non-Residential		
<u>Base Rate per meter size</u>	Inside Thurston	Outside Thurston	Inside Thurston	Tanglewilde Parks & Rec	Outside Thurston
3/4"	\$ 28.82	\$ 32.82	\$ 33.15		\$ 37.88
1"	\$ 61.89	\$ 65.89	\$ 71.16		\$ 75.16
1 1/2"	-	-	\$142.32	\$47.44	\$146.32
2"	-	-	\$227.70		\$231.70
3"	-	-	\$426.95		\$430.95
Flat rate	\$ 73.51	\$ 77.51	-		-
Consumption charges – per 100 cubic feet					
Residential					
0-500	\$ 2.58	\$ 2.58	-		-
501-1500	\$ 3.96	\$ 3.96	-		-
1501-3000	\$ 5.45	\$ 5.45	-		-
3001+	\$ 6.23	\$ 6.23	-		-
Commercial					
Nov-Jun	-	-	\$ 3.96	\$1.31	\$ 3.96
Jul-Oct	-	-	\$ 6.23	\$2.06	\$ 6.23
Irrigation	-	-	\$ 6.23		\$ 6.23

CAPITAL IMPROVEMENT SURCHARGES

PUD 2018 Capital Surcharge	\$6.70/month per ERU
Marvin Rd DWSRF	\$15.35/month
Webster Hill DWSRF	\$14.94/month

ANCILLARY CHARGES

New Account Service Charge	\$35.00	plus \$5.00 per non related tenant
Late Fee	\$5.00	
Return check charge	\$30.00	
Reconnect fee	\$45.00	
After hours		
In County	\$120.00	
Out of County	\$165.00	
Holiday/wkend	\$210.00	
Meter tampering charge	\$200.00	
Refundable Deposits		
Green report	.00	
Yellow report	\$75.00	or highest bill in the preceding 12 mo, which ever is highest
Red report	\$150.00	or 2 times the highest bill in the preceding 12 mo, whichever is highest
Water availability letter	\$55.00	
Lender letter	\$55.00	
Meter Test	\$100.00	
Cross connection survey	\$45.00	
Back flow test		Time and materials-SMA rates
Temporary service deposit	\$1,500.00	
Hydrant use fee		1 ½ metered rate
Service Connection Charge		
¾" meter install	\$730.00	
1" meter install	\$830.00	
1 ½" meter install	\$730.00	plus time and materials to install
2" meter install	\$900.00	plus time and materials to install
Fire meter install	\$1,562.00	
General Facility Chg TPUD	\$3,000.00	
Non-compliant customer first	\$50.00	
Non-compliant customer second	\$110.00	

TAB - F

CONTRACT FOR LEGAL SERVICES

1. Date and Parties. This Agreement is executed this ____ day of April, 2018, and is to become effective as of the 1st day of May, 2018, by and between the City of McCleary, herein referred to as the "City," and Younglove & Coker, P.L.L.C. herein referred to as the "Firm" or "Law Firm."

2. General Recitals.

A. The City desires to continue the retainer system for legal services and for matters of a routine nature which has been in place for many years in order to continue to encourage Council members, the Mayor, and department heads to utilize the services of the City Attorney as an effective means of assisting with risk management.

B. The Firm, Younglove & Coker, P.L.L.C., by and through its associate attorney, Sharon English, has been appointed to serve as the City Attorney for the City.

C. The parties hereto desire to define the services to be provided and the costs associated therewith.

3. Term.

A. The term of this Agreement shall be from May 1, 2018 until April 30, 2019, unless sooner terminated by either party as provided for in the following paragraphs.

B. Termination:

1. Either party may give the other party written notice of the intent to terminate the contract during the initial one year term or annual extension thereof so long as such notice is given no less than ninety (90) days prior to the end of the then existing term.

2. Earlier termination: Either Party shall have the right to give notice during the annual term of its desire to terminate the contract. Such notice shall be provided in writing no less than ninety (90) calendar days prior to the desired date of termination of the contract. If notice to terminate is being provided by the Firm, such written notice shall be provided to the Mayor with a copy to the Clerk-Treasurer.

3. Compensation: Upon either party exercising its right to termination under subparagraph B, the Firm shall be entitled to receive compensation for the services rendered prior to the date of termination so long as it provides the services required of it during the period following notice of termination: PROVIDED THAT, no services not included within the retainer, other than prosecution services outlined in paragraph 4.C.3, shall be provided without the prior approval of the Mayor.

4. Cooperation: Upon giving of notice of termination, the Firm shall cooperate with the City and any successor firm designated by the City in effectuating the transition. Such cooperation shall include but is not limited to making available to the City all written files and electronic data or records generated by the Firm or relating to the City developed or received by the Firm during its period of representation of the City: PROVIDED THAT, it shall be the City's responsibility to transport any written records or material from the Firm's office to such location as the City deems appropriate.

4. Duties.

A. The City Attorney shall be principally responsible for supervising or performing all legal work for the City, except as set forth in the following paragraphs of this Agreement. The City Attorney may have other attorneys employed by the Law Firm assist in the performance of her duties. The City Attorney may also utilize outside counsel, if approved by the Mayor and City Council.

B. The following list of duties is illustrative of the services to be performed by the City Attorney and Law Firm within the coverage of the retainer, but is not necessarily inclusive of all duties:

1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents, including legal memos to the Mayor and Council, as requested by the City;

2) Approve legal documents as to proper form and content;

3) Advise the Mayor, Council members, staff members, committee members, commission members, and board members with regard to legal matters relating to their respective duties being performed for the City;

4) Consult with and advise the Mayor, Council members, department directors, and staff, if requested by a department head or the Mayor, by telephone, in person and/or by written memo, on routine City business;

5) Be reasonably available on an as-needed basis to discuss with citizens legal matters affecting the City and respond to citizen inquiries, in person, writing, or by telephone, involving City business;

6) Attend all council meetings, unless excused from attendance by the Mayor;

7) Upon request attend board meetings, commission meetings, committee meetings, or any other type of meeting on an as-needed basis, including meetings with other governmental agencies, as is necessary on matters involving the City; and

8) Perform such other duties as are necessary and appropriate in order to provide the City with legal representation.

C. The following shall be included within the duties of the City Attorney but are not within the services within the retainer and shall be charged at the approved hourly rate, PROVIDED THAT, if, in its discretion the City designates another counsel to represent the City in any matter within the provisions of subsections 1 and 2, the right to compensation shall not be applicable:

1) Represent the City in all lawsuits and other contested proceedings commenced by the City;

2) Represent the City in all lawsuits and other contested proceedings in which the City is a party, whether as the plaintiff or named as a defendant; and

3) Prosecute criminal violations of City ordinances in the City's Municipal Court and/or Grays Harbor County District Court;

D. The City Attorney's duties shall not include the following:

1) Legal services normally provided by the City's bond counsel; provided, the City Attorney shall consult with bond counsel on behalf of the City and advise the City with regards thereto;

2) Representation of the City in any legal matter where the City Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct or other applicable law or regulation;

3) Representation of or advice to City employees where the interest of the City employee may conflict with that of the City; and

4) Legal services where the City has insurance coverage that provides for legal services and the City's tender of defense has been accepted by the insurance carrier and it has not requested that the City Attorney continue to be involved in the representation, whether as a result of a reservation of rights by the Insurer or otherwise; provided, however, the City Attorney shall monitor the lawsuit on behalf of the City.

5. Compensation.

A. Retainer. The City shall pay the Law Firm a monthly retainer of \$4,500.00, for legal services which are not excluded from coverage under Section 4 commencing with the month of May 2018. The services to be provided shall include the services set forth in paragraph 4.A unless, in a particular case, said services would be billable under the terms of Paragraph 5(B) or (C). The Law Firm's hourly rates for 2018 are reflected on Exhibit A. The monthly retainer for 2018 shall be subject to adjustment through the adoption of the annual budgets of the City. The Law Firm's hourly rates shall be adjusted upon approval of the Council. Except as to legal services provided pursuant to Section 4.C, the Firm shall not receive any compensation beyond that set forth in the Monthly Retainer for legal services provided to the City unless the provision of such services is specifically approved in advance by a written authorization executed by the Mayor.

B. Reimbursable Proposals. On all projects for which the City actually receives compensation from a proponent for the City's legal costs, the City Attorney and the Law Firm shall charge their rates as set forth on Exhibit A. Examples of the types of projects in this category include work associated with LIDs, ULIDs, and all other projects for which the City actually receives reimbursement for legal costs from another source.

C. Special Projects. Certain services are needed from the City Attorney and Law Firm that are not of a routine nature and are not included in the monthly retainer. The charge for the services included in special projects shall be at the Law Firm's then approved hourly rates and/or a flat rate per project, as the case may be. The projects included in this category include such other matters of a non-routine nature as specifically approved by the Mayor.

D. Reimbursable Costs. The Law Firm shall be reimbursed for costs and advances for such items as legal messenger services, deposition fees, court filing fees, and similar items.

E. Other.

1) Attorney's current rates expressly account for any taxes, business license fees, or related charges ("charges") imposed on professional service providers by the City and State of Washington. In the event that any such additional charges are imposed during the term of this agreement, the Firm shall be entitled to recover any such additional charges as a reimbursable cost item on the Firm's monthly billing statements.

2) In the event of appointment of conflict counsel by a district or municipal court judge for prosecution or related services identified in Section 4 of this Contract, the City shall be responsible for payment of all such services, including costs, to the designated conflict counsel.

3) The City shall not be billed for travel time from the Firm's offices to the City.

4) In the event of any dispute between the City and the Firm, the parties shall attempt to resolve the dispute through agreed upon processes, such as mediation or arbitration. If such an approach is not selected or successful, any litigation shall be filed in the Superior Court of the State of Washington in Grays Harbor County. In addition to any relief granted to the substantially prevailing party, they shall be entitled to receive an award of their costs and reasonable legal fees incurred in the litigation.

6. Entire Agreement. This Agreement incorporates the entire agreement between the parties with regards to legal work to be performed on behalf of the City, and the rates to be charged therefor.

CITY OF McCLEARY:

BRENT SCHILLER, Mayor

ATTEST:

WENDY COLLINS, Clerk - Treasurer

Dated: _____

YOUNGLOVE & COKER, P.L.L.C.:

CHRISTOPHER JOHN COKER, Partner

Exhibit A

The law firm's hourly rate for services not covered under the monthly retainer shall be \$225.00 per hour. The law firm's hourly rate shall be adjusted upon approval of the counsel.

TAB - G

TAB - H

TAB - I

STAFF REPORT

To: Mayor Schiller
From: Todd Baun, Director of Public Works
Date: May 7, 2018
Re: Cedar Heights Sidewalk Acceptance

After several years of attempts to correct the ADA repairs at Cedar Heights, the City and Gray and Osborne has inspected and approve of the Cedar Heights ADA ramps.

Action Requested:

Please accept the Cedar Heights ADA ramps and authorize release of the bond.

TAB - J

STAFF REPORT

To: Mayor Schiller
From: Todd Baun, Director of Public Works
Date: May 7, 2018
Re: 3rd Street Project-Bid update

We had our 3rd Street bid opening on April 25th and all bids came in at least 10% above our engineers estimate. With the bids being higher than our funding, we have chosen to reject all bids and adjust some of the bid items and re-advertise in June/July with flexible start date and winter shutdown.

We believe that this course of action will best allow us to get the best product for our funding.

Action Requested:

For information only. Let me know if you have any questions.

TAB - K

WAWARN: Utilities Helping Utilities

WAWARN is a Water/Wastewater Agency Response Network that allows water and wastewater systems to receive rapid mutual aid and assistance from other systems in an emergency. Utilities sign the WARN standard agreement which then allows them to share resources with any other system in Washington that has also signed the agreement.

Announcing WAWARN mutual aid website service (/documents/Announcing-WAWARN-Mutual-Aid-Website-Service.pdf)

EPA has developed a new video to increase water sector awareness of the Water/Wastewater Agency Response Network (WARN) initiative and attract new members to existing WARNs. Entitled "WARNs in Action", the video illustrates the types of events in which the mutual aid networks have been utilized and emphasizes the importance of water sector coordination during an emergency. Interviews with WARN representatives provide detail on particular benefits of WARN, explaining how the programs have reduced response time and saved utilities money during emergencies.

The video can be found on the WARN Home tab of the Office of Water's Mutual Aid and Assistance webpage (<https://www.epa.gov/waterutilityresponse/mutual-aid-and-assistance-drinking-water-and-wastewater-utilities>).

All-Hazard L-381 Incident Leadership Class Flyer (/documents/All-Hazard-Flyer.pdf)

How to Join WAWARN

If your utility hasn't filled out the membership application:

(/documents/All-Hazard-Flyer.pdf)

(/documents/All-Hazard-Flyer.pdf)

1. Click on (/documents/All-Hazard-Flyer.pdf)Membership Application (/membership) to register your utility as a member and you will receive a confirming email.
2. After confirming your email, return to WAWARN, login and complete your full Utility Profile (/members/myprofile.php).
3. Have your Mutual Aid Agreement signed either online or via paper copy. Submit paper copy to WAWARN, %Water/Irrigation, 2301 Fruitvale Blvd. Yakima, WA 98902.
4. Download the materials and attend local training provided by WAWARN on activation procedures.

For more information, please contact your regional or statewide chair (contact info on Committees page (/committee.php))

Mutual Aid Agreement - PDF (/documents/warn-mutual-aid-agreement.pdf)

WAWARN Operational Plan (/documents/WA-WARN-Operational-Plan-Final.pdf)

WAWARN Brochure (/documents/wawarn-brochure.pdf)

About WAWARN

Based on other AWWA models, WAWARN is designed to provide a utility-to-utility response during an emergency.

The WAWARN Web site does this by providing its members with emergency planning, response, and recovery information before, during, and after an emergency. As the nationwide WARN system expands, it will become easier to provide mutual aid to other states as needed.

EPA Small Water System (https://www.epa.gov/sites/production/files/2015-09/documents/warn_small_water_systems_2.pdf)

EPA Small Water Systems are a vital component of WARN. This PDF resource describes the impact that small systems have on the strength of WARN.

National WARN (<http://nationalwarn.org>)

AWWA's website for Utilities Helping Utilities. Keep track of the progress on the national front. Website provides access to data and other resources associated with WARN.

WARNs in Action (https://www.youtube.com/watch?v=fa-d_2dNPCc&feature=youtu.be&utm_source=Water+Headlines+for+Week+of+September+24&utm_campaign=Water+Headlines+Sept+11&utm_medium

WARNs in Action

How does a utility get assistance during an emergency?

The WAWARN member who needs help identifies the resources needed to respond. The WAWARN member can either directly contact a fellow WAWARN member who has the necessary resources or use a state specific process of requesting aid.

Through the WAWARN Web site, a member can request emergency equipment (pumps, generators, chlorinators, evacuators, etc.) and trained personnel (eg. treatment plant operators) that they may need in an emergency.

Are member utilities required to respond and send resources?

There is no obligation to respond. It is up to the lending utility to determine if resources are available.

What role does the Agreement play?

During an emergency, the process and procedures to give and receive assistance are governed by articles in the WAWARN agreement. The agreement covers issues such as requesting assistance, giving assistance, reimbursement, workers' compensation, insurance, liability, and dispute resolution.

How is WARN different from an existing statewide mutual aid program managed by emergency management?

WAWARN agreements do not require a local declaration of emergency. Statewide programs do not include private utilities; WAWARN agreements do. Statewide agreements are managed by the state emergency management agency; WAWARN is managed by utilities.

The WAWARN program provides its member utilities with:

- A standard omnibus mutual assistance agreement and process for sharing emergency resources among members statewide.
- The resources to respond and recover more quickly from a disaster.
- A mutual assistance program consistent with other statewide mutual aid programs.
- A forum for developing and maintaining emergency contacts and relationships.
- New ideas from lessons learned in disasters.

WAWARN Benefits

- **No cost to become a member**
- Increased emergency preparedness and coordination
- Enhance access to specialized resources
- A single agreement provides access to all member utilities statewide
- Provides access to resources during an emergency without precontractual limitations or retainer fees
- Signatories have a pre-established relationship under which they are able to share resources during an emergency at the discretion of each participating agency
- Is consistent with the National Incident Management System (NIMS)
- Provides a list of emergency contacts and phone numbers
- Reduces administrative conflicts
- Agreement contains indemnification and workers' compensation provisions to protect participating utilities, and provides for reimbursement of costs, as needed
- Increases hope that recovery will come quickly

There are two sides to this Web site. The public side is open to anyone to view. This side gives you basic information about WAWARN and how to join.

The second side, the resource database, is only open to members **who have signed the agreement**, and it is free!

**Mutual Aid and Assistance Agreement for Washington State for Intrastate
Water/Wastewater Agency Response Network (WARN)**

As of: 04/13/09

This Agreement ("Agreement") is made and entered into by public water and wastewater utilities that have executed this Agreement.

**ARTICLE I
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatories hereby establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in this Agreement) may coordinate response activities and share resources during emergencies.

**ARTICLE II
DEFINITIONS**

A. Authorized Official – An employee or officer of a Member agency that is authorized to:

1. Request assistance;
2. Offer assistance;
3. Decline to offer assistance;
4. Decline to accept offers of assistance, and
5. Withdraw assistance under this Agreement.

B. Emergency – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Emergencies may include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that are, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate by itself.

C. Member – Any public agency which provides supply, transmission or distribution of water; or collection, conveyance or treatment services of storm water or waste water that executes this Agreement (individually a "Member" and collectively the "Members"). The Members are further classified as follows:

1. Requesting Member – A Member who requests aid or assistance under the Network.
2. Responding Member – A Member that responds to a request for aid or assistance under the Network.

D. Period of Assistance – The period of time when a Responding Member

assists a Requesting Member in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when all of the resources return to the Responding Member's facility (*i.e.*, portal to portal).

E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

F. Associate – Any non-utility participant approved by the Statewide Committee that provides a support role for the Network (such as the State Department of Health). An Associate does not execute this Agreement.

ARTICLE III **ADMINISTRATION**

The Network is administered through Regional Committees and a Statewide Committee.

A. Regional Committees. The State is divided into regions that are geographically the same as the existing Department of Health Office of Drinking Water regions of the state, with the exception that the eastern region is divided to create a central region. Each region has a Regional Committee. Each Member within a region may appoint one person to be a member of its Regional Committee. Only those Regional Committee members appointed by Members are entitled to vote on matters before the Regional Committee. An Associate may be a non-voting member of a Regional Committee. Each Regional Committee shall elect a Chair by majority vote of the voting members of that Regional Committee and shall meet annually to review the operations and procedures of the Network.

B. Statewide Committee. The Chairs of the Regional Committees are the voting members of the Statewide Committee. An Associate may be a non-voting member of the Statewide Committee. Further, the Statewide Committee also may include as non-voting members representatives from the Washington State Department of Health Office of Drinking Water, Washington State Department of Ecology, Washington State Emergency Management Division, Rural Community Assistance Corporation, Evergreen Rural Water of Washington, Washington State Public Health Laboratory, EPA Region 10, Washington Association of Sewer and Water Districts, and the Washington PUD Association. Under the leadership of a Statewide Committee Chair elected by majority vote of the voting members of the Statewide Committee, the Statewide Committee shall plan and coordinate emergency planning and response activities for the Network.

C. Members' administrative activities shall be voluntary and members shall not be required to finance the administration of the Network, nor shall the Network hold real or personal property.

ARTICLE IV

PROCEDURES

In coordination with the Regional Committees, and emergency management and public health systems of the State, the Statewide Committee shall develop and adopt operational and planning procedures for the Network that are consistent with this Agreement. The Statewide Committee shall review these procedures at least annually and shall update them as needed.

ARTICLE V

REQUESTS FOR ASSISTANCE

A. Member Information: Promptly after executing this Agreement, the signatory Member shall deliver the following to the Statewide Committee: (1) a certified copy of the action of Member's governing body that authorized the signing of this Agreement and (2) an original signed Agreement. Each Member shall identify an Authorized Official and one alternate Authorized Official. Each Member shall provide current 24-hour contact information for its Authorized Officials to the Statewide Committee, which shall maintain a current list of all Members and the contact information for their Authorized Officials. The Statewide Committee shall provide to all Members an updated version of this list annually and whenever there is an addition or withdrawal of a Member and whenever there is a change of Authorized Officials' contact information.

B. Request for Assistance. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from Members ("Request for Assistance"). Requests for Assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting Member shall, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Members shall direct Requests for Assistance to Authorized Officials. The Statewide Committee shall provide specific protocols for Requests for Assistance as part of the procedures created pursuant to Article IV of this Agreement.

C. Response to a Request for Assistance – Members are not obligated to respond to a Request for Assistance. After a Member receives a Request for Assistance, the receiving Member's Authorized Official shall evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether the Member will respond to the Request for Assistance. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member of the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Member's Authorized Official – No Member has any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion

as to whether or not to respond to the Request for Assistance, and if responding in the affirmative, to determine the availability of resources to be made available to the Requesting Member. The response of a Member's Authorized Official regarding the availability of resources to a Requesting Member shall be final.

E. No Liability for Failure to Respond – No Member will be liable to any other Member for deciding not to respond to a Request for Assistance or otherwise failing to respond to a Request for Assistance. All Members hereby waive all claims against all other Members arising from or relating to any Member's decision to not respond to a Request for Assistance or to any Member's failure to respond to a Request for Assistance.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

A. National Incident Management System-When providing assistance under this Agreement, the Requesting Member and Responding Member are encouraged (but are not obligated) to be organized and function under NIMS.

B. Coordination and Records – Employees of the Responding Member will remain under the direction and control of the Responding Member to the fullest extent possible. The Responding Member is an independent contractor at all times. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Member shall supply adequate food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.

D. Communication – The Requesting Member shall provide Responding Member personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Member shall provide contact information for an individual with whom Responding Member's personnel may coordinate while en-route for access, staging instructions and other logistical requirements.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are

normally employed.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

ARTICLE VII

RIGHT TO WITHDRAW RESOURCES

A. Right to Withdraw - A Responding Member may withdraw some or all of its resources at any time for any reason, as determined in the Responding Member's sole and absolute discretion. The Responding Member shall communicate written or oral notice of intention to withdraw all or some of a Responding Member's resources to the Requesting Member's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Member's sole and absolute discretion, a Responding Member's determination to withdraw some or all of its resources provided to a Requesting Member should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of resources by a Responding Member.

B. No Liability for Withdrawal - No Member will be liable to any other Member for first responding to a Request for Assistance by providing resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those resources. All Members hereby waive all claims against all Members arising from or relating to such a withdrawal or refusal.

ARTICLE VIII

COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for all costs incurred by the Responding Member during a Period of Assistance, unless otherwise agreed in writing by both Members.

A. Personnel – The Requesting Member shall reimburse the Responding Member for personnel costs incurred for work performed during a Period of Assistance. Responding Member personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during a Period of Assistance. The Requesting Member shall include in its reimbursement of the Responding Member all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Member shall reimburse the Responding Member for all reasonable and necessary costs associated with providing food and shelter for the Responding Member's personnel, if the food and shelter are

not provided by the Requesting Member. The Requesting Member is not required to reimburse the Responding Member for food and shelter costs in excess of State per diem rates unless the Responding Member demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Member shall return all equipment to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Member shall either provide in-kind replacement equipment to Responding Member at no cost to Responding Member or pay to Responding Member the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, Responding Member and Requesting Member shall agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Member. Requesting Member shall reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Member is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Member during a Period of Assistance. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage will be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – In order to be reimbursed, the Responding Member shall provide an itemized bill to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Member while providing assistance to a Requesting Member under this Agreement. The Responding Member may request additional time to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such a request. The Requesting Member shall pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional time to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such a request, but in no event will payment in full occur later than one year after the date a final itemized bill is submitted to the

Requesting Member. If a Responding Member disputes a portion of an itemized bill, the Requesting Member shall promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

E. Records - Where a Responding Member provides assistance to a Requesting Member under this Agreement, both Members shall provide the other Member access to the books, documents, notes, reports, papers and other records relevant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Members shall maintain these records for at least three (3) years or longer where required by law.

ARTICLE IX **DISPUTES** **NEGOTIATION**

Members shall first attempt to resolve any controversy, claim or other dispute arising out of or relating to this Agreement by direct negotiation.

MEDIATION

To the extent not resolved by direct negotiation, Members shall mediate any controversy, claim or other dispute arising out of or relating to this Agreement. Mediation is a condition precedent to arbitration. Unless the disputing Members agree otherwise, the mediation will be administered by the American Arbitration Association (AAA) under its Construction Industry Mediation Procedures. The disputing Members shall pay in equal shares the mediator's fee and any filing fees. Unless otherwise agreed by the disputing Members, the disputing Members shall (1) hold the mediation no later than thirty (30) days after a disputing Member delivers a request for mediation to the other disputing Members and (2) hold the mediation at the location of the Requesting Member. Agreements reached in mediation will be enforceable as settlement agreements.

ARBITRATION

To the extent not resolved by mediation, Members shall arbitrate all controversies, claims and other disputes arising out of or relating to this Agreement. Unless the disputing Members agree otherwise, the arbitration will be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date a disputing Member makes a demand for arbitration. A disputing Member may make a demand for arbitration before negotiation or mediation if it appears that a claim might be barred by a statute of limitations if the demand were made after the negotiation or mediation. However, in such a case the arbitration will be stayed until the conclusion of negotiation and mediation. The decision and award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE X

DUTY TO INDEMNIFY

To the extent of its fault, a Member shall defend, indemnify, and hold harmless all other Members, their elected officials, Authorized Officials, officers, employees and agents from any and all costs, claims, judgments, losses, awards of damage, injury, death and liability of every kind, nature and description, including the reasonable cost of defense and attorneys' fees, directly or indirectly arising from or relating to this Agreement (collectively, "Indemnified Claims"). This indemnity obligation extends to all Indemnified Claims against a Member by an employee or former employee of another Member, and for this purpose, by mutual negotiation, each Member hereby expressly waives, with respect to each other Member only, all immunity and limitation under any applicable industrial insurance act, including Title 51 of the Revised Code of Washington, other worker compensation acts, disability benefit acts or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of Indemnified Claims.

ARTICLE XI

WORKER'S COMPENSATION AND SITE CONDITIONS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Each Member shall promptly identify to the other Members concerns about site safety, environmental concerns, and other working conditions. The Safety Officer appointed within the Incident Command System during the Period of Assistance shall address specific safety conditions and mitigations.

ARTICLE XII

NOTICE

Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Member must be delivered to the Member's Authorized Official.

ARTICLE XIII

EFFECTIVE DATE

This Agreement shall be effective with respect to each Member when that Member's authorized representative executes the Agreement. The Statewide Committee shall maintain a master list of all Members.

ARTICLE XIV

WITHDRAWAL

A Member may withdraw from this Agreement at any time by providing to the Statewide Committee Chair written notice of withdrawal signed by the withdrawing Member's Authorized Official or other person authorized by the withdrawing Member's governing body. Any withdrawal will be effective upon receipt by the Statewide Committee Chair of the notice of intent to withdraw. If there is no Statewide Committee Chair, the withdrawing Member shall provide written notice to each Member in its region, and the withdrawal will be effective upon delivery of those notices. Once withdrawal from this Agreement is effective, the withdrawing Member will have no further obligations under this Agreement, except that withdrawal from this Agreement will not affect any indemnification or reimbursement obligation under this Agreement that arises prior to the effective date of the withdrawal.

ARTICLE XV **TERMINATION**

This Agreement shall terminate in its entirety when there are less than two Members. Termination of this Agreement will not affect any indemnification or reimbursement obligation under this Agreement arising prior to the termination. The Statewide Committee Chair shall provide written notice of termination to all remaining Members of the Agreement.

ARTICLE XVI **AMENDMENT**

This Agreement may be amended if, after written notice of a proposed amendment to all Members, the proposed amendment is approved by a majority of Members in each region. The Statewide Committee Chair shall provide written notice to all Members of approved amendments. Approved amendments will take effect sixty (60) days after the date the notice is sent to the Members.

ARTICLE XVII **SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

Notwithstanding rights of subrogation asserted by a Member's insurance provider, this Agreement is for the sole benefit of the Members and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Member owe duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignments of benefits and delegations of duties created by this

Agreement are prohibited and of no effect.

ARTICLE XIX
GOVERNING LAW

This Agreement is governed by the law of the State of Washington, specifically RCW 39.34, Interlocal Cooperation Act.

ARTICLE XX
EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

The water and wastewater utility listed below executed this Agreement on this _____ day of _____ 201 .

Water/Wastewater Utility: _____

By: _____

Title: _____

Please Print Name

By: _____

Title _____

Please Print Name

Approved as to form

By: _____

Attorney for Member

Please Print Name

TAB - L

ORDINANCE NO. 8

AN ORDINANCE ADOPTING A SUPPLEMENTAL BUDGET
FOR THE CALENDAR YEAR 2018; AMENDING
ORDINANCE 837 AS TO A PARTICULAR ELEMENT
PROVIDING AND EFFECTIVE, SEVERABILITY AND
AUTHORITY TO CORRECT.

R E C I T A L S:

1. Since the adoption of the budget for 2018, certain fiscal matters in relation to allocation of the funds received from the State through its distribution of funds generated by what is known as the Multimodal Tax.

2. The Clerk-treasurer has provided information to the Mayor and Council as to certain modifications in relation to the allocation within the budget of the referenced funds which are necessary and appropriate in relation the Budget as the result of adopted legislation.

3. The recommended modification in the budget is to move the line item and associated funds identified as "Multimodal Tax", assigned Budget Line #001.336.00.71 in the Current Expense Fund, to a newly created Budget Line #002.336.00.71 in the Street Fund, all as shown upon Exhibit #1, attached hereto and incorporated by this reference.

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

ORDINANCE -A- 1

04/18/2018

DG/le

4. Thus, this ordinance was introduced at the regular council meeting of April 25, 2018, so as to allow the opportunity for public comment.

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

SECTION I: The portions of the budget adopted pursuant to Ordinance 837 are amended as shown upon Exhibit #1.

SECTION II: The Office of the Clerk-treasurer shall be authorized to modify the referenced funds and accounts as may be required and authorized pursuant to the BARS accounting system issued by the Office of the State Auditor to correctly reflect revenues and expenditures.

SECTION III: To the extent not amended by Section I, the budget adopted pursuant to Ordinance 837 is reaffirmed.

SECTION IV: 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,

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McCLEARY, WASHINGTON 98557

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.

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

CITY OF McCLEARY:

BRENT SCHILLER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

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

ORDINANCE -A- 3
04/18/2018
DG/le

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do under penalty of perjury declare and 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

ORDINANCE -A- 4
04/18/2018
DG/le

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