



# McCleary City Council

## AGENDA

**July 24, 2013**

### **7:00 Council Meeting**

Flag Salute  
Roll Call  
Public Hearings:

Public Comment:  
Minutes (Tab A)  
Mayor's Report/Comments:

Staff Reports: Dan Glenn, City Attorney (Tab B)  
Nick Bird, Director of Public Works (Tab C)  
Staff Reports (Tab D)

Old Business: Panic Alarm (Tab E)  
Development Standards (Tab F)

New Business: Float Shed (Tab G)  
Right of Way Survey (Mommson) (Tab H)  
WWTP Roofing (Tab I)  
Port Blakely Easement (Tab J)  
WSDOT Construction Easement (Tab K)  
EEI Bilateral Request (Tab L)  
Progress Estimate No. 9 (Tab M)

Ordinances: Marijuana Moratorium Extension (Tab N)

Resolutions: Float Shed Purchase (Tab O)  
Personnel Cost Allocation [Discussion] (Tab P)

Vouchers  
Mayor/Council Comments  
Public Comment  
Executive Session  
Adjournment

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

Please Turn Off Cell Phones – Thank You

The City of McCleary is an equal opportunity provider and employer.  
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.

**CITY OF MCCLEARY**  
**Public Hearing and Regular City Council Meeting**  
**Wednesday, June 26, 2013**

ROLL CALL AND FLAG SALUTE      Councilmember's Catterlin, Peterson, Reed, Ator and Schiller.

ABSENT      None.

STAFF PRESENT      Present at the meeting were Dan Glenn, Wendy Collins, Nick Bird, and George Crumb.

**PUBLIC HEARING ON THE 2014 STIP**

The hearing opened at 7:01 pm.

WSDOT requires all agencies to adopt a six year street plan. No comments or questions were made.

The hearing closed at 7:04 pm.

**REGULAR MEETING**

PUBLIC COMMENT      Helen Lake reported her disabled niece received a letter from the City informing her she needs to remove the scotch broom on her property within 15 days. Her niece was very upset over the letter and wanted to make sure everyone in town with the same noxious weed received the letter. Helen found numerous locations with scotch broom on it that the City did not send letters, including City-owned property. Helen believes everyone needs to be treated equal. She could not find the RCW that addresses noxious weeds. Nick stated the City has a municipal code that does address it. Helen doesn't believe it's fair to penalize people over this and asked if it could be advertised in the paper the next time the City is going to require scotch broom removal so everyone in town can be aware of the city-wide requirement.

Helen Lake also commented about the previous special meeting that was held on such a short notice. She would like to see special meetings be posted at the post office or other locations so the public can see it. Dan Glenn stated the post office may not post them because they are a federal agency. Mayor Dent stated they are always posted at City Hall.

Tiffany Fox from the Bear Festival introduced her fellow trustees and the chair and presented the Mayor and Council with Bear Festival buttons, which is a tradition the Bear Festival Queen usually performs, however, she was not able to attend the meeting due to another commitment.

James Rigney remarked about an incident between the police department and himself. He said a lady let her dog "crap" in his yard and he made a remark to her. Mr. Rigney wanted a copy of the police report but one was never created because it was handled by immediate contact. Chief Crumb responded by stating he received a call from someone stating an 84 year old woman was confronted by a man while walking her dog and she was very upset. Mr. Rigney wants the woman's name. Dan Glenn informed Mr. Rigney he could fill out a request for public information form but he needs to be aware that there are protection of privacy laws that may prevent him from getting the information he is seeking.

Phil Harlan asked if he could get his \$450 connection fee reimbursed since the Council changed the previous fee schedule during the last special meeting. He thanked the Council for making the change. Mayor Dent told Mr. Harlan it will be taken care of.

MINUTES APPROVED      **It was moved by Councilmember Schiller, seconded by Councilmember Reed to approve the minutes from the May 22, 2013 meeting and the June 17, 2013 Special Meeting. Motion Carried 5-0.**

MAYOR'S COMMENTS      Mayor Dent informed the Council there was a bad fire at a residence today and it was a total loss. He assured the Council the steel mill is still moving forward. He also stated that Congressman Kilmer is coming next week to visit with him.

CITY ATTORNEY REPORT	The County has requested the City expand the scope of it's moratorium on marijuana. The Council agreed to have Dan Glenn expand the definitions for a broader moratorium.
DIRECTOR OF PUBLIC WORKS REPORT	<p>The water quality is a concern at this time. After troubleshooting, Nick believes the cause of the "rotten egg" smell is from the distribution system. The company that provided the new filters recommended higher chlorine doses and frequent flushing of the water mains.</p> <p>The substation on 7th and Ash Street has been losing a lot of nitrogen each day. This is a recent issue, as it wasn't a problem a year ago. Nick is planning a three-hour City-wide shut down to do a fact finding mission to find out the cause of the excessive nitrogen loss.</p>
PANIC ALARM	Mayor Dent tabled the topic until the next meeting.
RESOLUTION NO. 660 - 2014 SIX-YEAR STIP	<b>It was moved by Councilmember Ator, seconded by Councilmember Schiller to adopt Resolution 660, a resolution adopting a six-year street plan for the City of McCleary. Resolution Adopted 5-0.</b>
PROGRESS ESTIMATE NO. 8	<b>It was moved by Councilmember Catterlin, seconded by Councilmember Ator to authorize payment of progress estimate No. 8 to Award Construction in the amount of \$68,114.75 and deposit \$3,293.75 in a retainage account. Motion Carried 5-0.</b>
RESOLUTION NO. 661 - SOLE SOURCE FLYGHT SUBMERSIBLE MIXERS	<b>It was moved by Councilmember Ator, seconded by Councilmember Catterlin to adopt Resolution 661, a resolution in relation to awarding of a contract; confirming the utilizing of sole source methodology for the acquisition and installation of certain equipment, &amp; making findings. Resolution Adopted 5-0.</b>
REPLACEMENT OF FLYGHT SUBMERSIBLE MIXERS	<b>It was moved by Councilmember Catterlin, seconded by Councilmember Reed to authorize Whitney Equipment Company to replace the submersible mixer for \$5,778.00 plus tax. Motion Carried 5-0.</b>
DEVELOPMENT STANDARDS	<p>The City would like to start the process to facilitate a complete overhaul of the current development standards, which are critical to appropriately develop infrastructure. Staff has been developing a list of revisions, including STEP Systems, Infill/Short plat standards, Silt Fence revisions, Separation requirements between utilities, and Fire Line standards. Nick Bird reported that development activities take place as efficiently as the development standards are written. Mayor Dent added that Ogden, Murphy, Wallace, which is the firm Scott Snyder works for, will be representing the City with the steel mill process. Mr. Snyder recommended three or four legal items be changed in the development standards.</p> <p>The City's standards were created in 2006 and were borrowed from Puyallup. In 2009, Gray &amp; Osborne went through them and removed all the Puyallup references and inserted the City of McCleary. Nick has heard a lot of complaints and concerns from outside professionals regarding our standards. Nick would like to start from scratch and create standards specifically for McCleary. Dan Glenn would like to see what has been a problem and what staff specifically has experienced with the current standards to help address what works and what doesn't. Councilmember Schiller asked who would enforce the standards and Nick responded Colin Mercer is not a certified inspector. Either Nick or Todd usually inspect the outside construction inspections.</p>
JC CONTRACT	Nick Bird stated the JC Agreement is an agreement with the Dept of Transportation that states they will perform work for the City and we will reimburse their cost. Right now we have street sweeping and striping scheduled at their cost. The City would like the revised contract to include chip sealing, as long as the State is allowed to do it. Nick will bring the final proposed agreement to the Council when it's complete.
GRAY & OSBORNE AMENDMENT NO. 3	Due to the extended time required for the project, caused by contractor delays, Gray & Osborne is increasing their fee to stay on the project until completion. Nick Bird will be going back to the contractor to try to recover the additional cost. <b>It was moved by Councilmember Ator, seconded by Councilmember Reed to authorize the City to execute Amendment No. 3 with Gray &amp; Osborne for \$8400.00. Motion Carried 5-0.</b>

BPA NT AGREEMENT REVISION

BPA researched and determined the Use of Facilities Tariffs (UFT's) are unjustified and should not be collected. They have proposed revisions to the current contract to remove payment of UFT's beginning in July 2013. **It was moved by Councilmember Catterlin, seconded by Councilmember Peterson to authorize the BPA NT Agreement and execute Exhibit A, Revision No. 1 and Exhibit B, Revision No. 1 when formal copies are received. This motion is for an estimated refund of \$200,000, which will be paid back by crediting the monthly transmission billing. Motion Carried 5-0.**

EXECUTIVE SESSION

None.

PUBLIC COMMENT

Chris Vessey announced today is the four-year anniversary of Lindsey Baum's disappearance. Mr. Vessey complimented the McCleary City Council by stating they should go to Olympia so they could get the State budget passed.

Mayor Dent stated a lot of people are probably not aware that the senate was controlled by the democrats and two democrat state senators joined with the republicans to give the state senate control to the republicans. The house is still dominantly controlled by the democrats. For the first time in years in this state, they are putting tons of people on layoff and still haven't reached an agreement and it's criminal.

APPROVAL OF VOUCHERS

Accounts Payable vouchers/checks approved were 36490-36532 including EFT's in the amount of \$78,532.93 and 36560-36605 including EFT's in the amount of \$163,406.32.

Payroll vouchers/checks approved were 36255-36287 including EFT's in the amount of \$161,080.50 and 336400-36428 including EFT's in the amount of \$149,265.36.

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

MEETING ADJOURNED

**It was moved by Councilmember Peterson, seconded by Councilmember Catterlin to adjourn the meeting at 7:55 PM. The next meeting will be July 24, 2013 at 7:00 PM. Motion Carried 5-0.**

Mayor Gary Dent:

\_\_\_\_\_

Clerk-Treasurer Wendy Collins:

\_\_\_\_\_

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: July 18, 2013  
RE: LEGAL ACTIVITIES as of JULY 24, 2013

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

1. **"FLOAT SHED" PROPERTY TRANSFER:** The matter of the continued use of this property has been the subject of extended discussions over the years. Ms. Lake, a year or so ago, provided the City with her opinion on the valuation. It is my understanding that, during the development of the budget for 2013, the conclusion was reached that the property should be retained by the City since the Light & Power division has use for it.

To effectuate that decision, a resolution has been provided which would authorize the transfer of the property internally from the Current Expense Fund "ownership" to ownership by Light & Power. Since it is an asset and the funds are separate, the SAO requires that adequate compensation be paid by the one fund to the other. That concept is laid out in the resolution by authorizing the transfer in exchange for the funds.

2. **WADOT LEASE:** The Agency will be doing some continuing work at the site in question. It is my memory the City has previously allowed some emergency access. This document provides for a non-exclusive temporary easement for the defined construction and landscaping access purposes in exchange for the payment of the \$6,000.00. The easement will come to an end on September 30, 2018. Apparently the five year period is requested to insure their ability to stabilize the viability of any landscaping they may install after completion of the construction project which is anticipated to be completed by the late summer of 2014.

I would recommend the Mayor and Ms. Collins be authorized to execute the agreement upon behalf of the City.

3. **BROAD MORATORIUM ORDINANCE:** It is my understanding Sheriff Scott has provided a request to the Mayor that the City put in place a broader moratorium on uses related to the cannabis issue. The request was first brought to my attention by Lt. Porter at an Oakville Council Meeting.

Previously, you adopted an ordinance which placed a moratorium upon collective gardens and dispensaries. As part of the process, you also adopted the ordinance provided in March which extended that limited moratorium. Pursuant to the Sheriff's request, I have provided a draft ordinance, founded to a large degree upon the ordinance adopted by the County Commissioners, which would put in place the broad moratorium upon a variety of uses, including those authorized under I 502.

As you are aware, the Liquor Control Board has issued what it believes will be its final draft of a set of rules and received comments upon them. The apparent goal continues to be to have the full set in place by December of this year. If you adopt this moratorium, you would have until early 2014 to review the impacts of those rules, consider any actions by the federal government, and make decisions as to zoning. The ordinance extends the moratorium on the two earlier subjects and imposes a moratorium upon the many activities potentially covered by I 502.

As you will note, the ordinance does require that a public hearing be held on the matter, including the adoption of the ordinance, in the near future. I would recommend the hearing occur at your August meeting so there is no question of compliance with the timing requirements.

4. **STAFF FUNDING ALLOCATION RESOLUTION DRAFT:** The matter of the budget allocation of the funding of staff members who perform services for various departments within the City's government has historically been left to the reasonable discretion of the City's management. Well, the SAO appears to be taking a more hard line approach in what I, as evidence of my maturity, will characterize as requiring a *Joe Friday* "just the facts approach" to the matter. How do I know? Well, as you may remember from the newspaper reports, the SAO issued a finding to Montesano since allocation of certain staff members' salary and benefit costs was based upon the reasoned judgment and observation of the City Administration, not some compiled hour work card.

What I provided to Ms. Collins was a draft resolution which had the basic factual components the SAO have indicated

they desire to be gathered in making the determination. It is a process which basically does the allocation for a year on the information gathered one or two years before. Ms. Collins has completed her review and I have modified the original draft to reflect her request. It basically was to utilize the information from three random weeks, likely in different seasons, for establishment of the allocation.

Thus, the modified draft is now on the agenda for your consideration.

5. UTILITY EASEMENTS: The City is currently working through two situations relating to the placement of utilities in the past.

A. One is the line serving the one customer which became impossible to maintain due to the growth of trees. Mr. Bird has more detail, but we are basically awaiting a draft easement from Port Blakely, the land owner. Given the time frame and the impact upon the owner of the property served, I would recommend the Council consider authorizing the Mayor to execute the easement upon behalf of the City so long as the Mayor, after receiving the guidance of Mr. Nott, upon behalf of the electrical utility, Mr. Bird, upon behalf of the general utilities, and myself, from a legal standpoint, is satisfied that it meets the needs and is not unduly burdensome.

B. There are apparently certain questions as to the location of the electrical utility's lines in certain areas of Mommsen Road. Certain of the owners have expressed concern about the replacement of the poles which are present upon what they believe to be their property. I have suggested that, before the City retain a surveying firm to carry forth a survey, we obtain information from the Title Company to determine if any of the affected properties reflect the presence of a utility easement. If not, we will be looking at other alternatives and solutions.

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

DG/le

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, Director of Public Works  
Date: July 19, 2013  
Re: Current Non-Agenda Activity

---

### Water Quality

Since the last report we have increased the chlorine dosage to oxidize the hydrogen sulfide (rotten egg) smell in the distribution system. Changing the dosage rate coupled with aggressive flushing appears to have worked so far, as the number of odor related complaints has dropped dramatically. However, we are still seeing significant particulate (solids) related complaints throughout the system. These issues are corrected after flushing the lines, but they seem to reappear one to two weeks after the line has been flushed. We believe that this is indicative of the material built up on the pipe walls breaking free. We will continue to flush the dead end lines weekly to pull as much of this out of the distribution system as possible.

Please note the water crew will be flushing throughout the City next week. Flushing activities generally stir up the sediment in the water lines. If you notice the City Crew flushing in your neighborhood, it is a good idea to limit water use so that you limit the amount of sediment you pull into your plumbing. We are currently trying to develop a way to increase resident awareness during flushing events without using a large number of man hours to convey the message.

Please keep in mind that we have some very upset customers throughout our system. I have spoken with many of these customers, but I would hazard a guess that for every customer I have spoken with, there are 5-10 others with similar symptoms that are not speaking out. I still believe that by increasing water use throughout the system for the next few months will have a significant benefit on the water system. If there is anything we can do to help the customers, I believe now is the time to give it some strong consideration.

### Well 2 & 3 Project

We are down to the last few items of work on the Project. The replacement well screen has been installed and the well motor has been installed at Well No. 3. Interior piping and roofing work is being completed this week. Final electrical work, interior sheet rock / painting, and installation of minor yard piping will occur next week. We anticipate starting up Well No. 3 at the end of next week or at the beginning of the following week. With the schedule we have now, we are anticipating construction work will be done on August 1. We anticipate the project will be recommended for acceptance in August and the final Progress Estimate will be provided then as well.



### **Well / Reservoir Communication**

Communication between the wells and reservoirs is very important in operating a water system. Currently we have floats that send signals over existing telephone lines to the wells telling the wells that the reservoir needs water or the reservoir is full of water. If the reservoir is calling for water and the communication line is broken, the wells will not turn on unless we manually turn them on. Conversely, if the reservoir is full and the communication line is broken, the well does not know it needs to turn off, resulting in quite a bit of water that is “overflowed” from the reservoir. A situation exactly like this occurred this week where approximately 350,000 gallons of water was discharged because the reservoir was full. This was a direct result from a local contractor doing work on phone lines and specifically missing two wires to reconnect. This has since been corrected, but this is one of numerous times that something like this has happened in the last few years.

Granted the local phone companies work very hard to limit our service interruptions, but we have had many incidents that could have created a significant hardship on the water system. If you recall, earlier this year, we had to run the wells by hand (turning it on manually) on a daily basis for almost two weeks.

To eliminate a potential 3<sup>rd</sup> party mishap, we are looking into radio transmission from the reservoir to the well site. This will give us direct control over our system and essentially eliminate the potential for 3<sup>rd</sup> party malfunctions. As this develops more information will be provided.

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

We have now received formal notification from the State Department of Ecology. If you will recall, we requested \$65,000 to complete a General Sewer Plan, with the primary focus being on the sewer collection system. The funding offer includes a 50/50 split where \$32,500 is provided as a 5 year loan at 1.1% interest and the other \$32,500 is provided as “Forgivable Principal Loan”. The forgivable principal loan is not required to be repaid and functions essentially as a grant.

Our next step will be to negotiate and sign the funding agreement before January 31, 2014. We will also have Gray & Osborne prepare a scope and budget to conduct this work. The scope and budget will likely be presented in conjunction with the funding agreement so that work can begin as soon as possible. If there are concerns about the financial viability of the Sewer Fund to be able to handle this loan, please let me know so that a financial analysis can be provided for your reference.

### **Public Works Trust Fund Program**

We have been notified that with the passing of the 2013-2015 biennial operating budget, the Public Works Trust Fund (PWTF) dollars were diverted to meet the requirements for

education set forth in the McCleary decision. While our well project funding is not in jeopardy, further assistance from PWTF cannot be provided until after June 30, 2015. This does not currently affect any of our plans; however, it may change funding strategies over the next couple of years.

### **Underground Boring Equipment**

With the activities we have had on our plate since last meeting, we have not yet solicited quotes to replace the boring head as previously discussed. Our goal is to have this topic as an action item for replacement in August.

### **3<sup>rd</sup> Street Improvements Phase I**

No formal action on this project has occurred to date. Our next step is to proceed with consultant selection, as required by the Local Agency Guidelines (LAG) Manual. We foresee beginning this process in the next two months.

I have not had the opportunity to break down the funding contribution requirements by fund for the local match yet. I envision completing this task prior to beginning the selection process for consultants.

### **Bear Festival**

I hope that all of you enjoyed the event this year. After the event, it is common for us to conduct an after action review internally and also with Bear Festival members. Based on the discussions that have occurred so far, this event went extremely smooth. Only minor issues were raised over the weekend, all of which were quickly addressed. I had heard that over 900 plates were served with bear stew, which definitely seems possible as the line extended from the Park Kitchen all the way to the front of City Hall. There were also 37 participants in the parade this year. One of the committee's focus points for next year will be on how to draw more people in for Sunday, as that day is typically significantly slower than Saturday.

The next Bear Festival meeting will occur on August 20 at the Community Center. If you are interested in taking part in the event next year, this is your first opportunity to come out and help!

### **Simpson Door Conservation Plan**

The Track and Tune report is currently being finalized. We anticipate receiving a copy within the next week. There is also a rumor that Simpson may be looking at a lighting project which would dramatically cut their energy use and save the company a significant amount on their power bill. Since the Track and Tune requires an agreement, I would presume that the agreement will be provided to Council for consideration next month.

### **Chip Seal Program**

No additional work has been done regarding this subject since it was last presented. As the maintenance agreement with WSDOT has expired, we hope to have a revised maintenance agreement with the State in the near future.

### **7<sup>th</sup> and Ash (12 kV) Substation**

This topic was originally presented last meeting verbally. As we discussed last meeting, the transformer at this substation is losing a large amount of nitrogen on a daily basis. The nitrogen is used to keep positive pressure inside the transformer. We are currently going through 1+ tank a week, which is significantly more than we have ever gone through in recent memory. Our approach to correcting this will start with a small outage to determine the source of the leak and evaluate how we will address correcting the leak.

***We have established a TENTATIVE date and time of the outage beginning at 1:00 AM on Saturday August 17 and ending at 6:00 AM on Saturday August 17.*** A flyer/notice will be included in the bills mailed at the end of July. We will also notify the newspapers and local radio stations via a press release and hang door hangers to get as much coverage as possible. Please keep in mind that this is the 12kV system, so ***only residents north of Simpson Avenue will be affected.***

A second outage later in the summer may or may not be required. This depends on the information learned during this investigatory outage.

***\*\* After the initial report was prepared, we spoke with KVA, the company that installed the bushings and they have additional ideas that may be used to locate the leak without an outage. If we are able to locate the leak without the outage, and it is on the bushings that were installed last year, an outage will still be required. This work, if required, will be conducted in conjunction with the transformer replacement at the 4kV substation. More information will be provided at the Council Meeting.***

# STAFF REPORT

To: Mayor Dent  
From: Colin Mercer  
Date: July 2, 2013  
Re: June Building Department

## Activities

- Submit copies of permits issued to Grays Harbor County Assessor's Office.
- McCleary School played still working on correction list.
- The Beehive Harmony House has been drywalled and is in the finishing stages.
- Placement permit has been issued for a lot on Mommsen to rebuild a shed on an existing foundation.

## Nuisance Issues in Progress

- 129 S. 6<sup>th</sup> the owner has performed maintenance on the yards and cleaned up the property from the evicted tenant. Chief Crumb was able to notify the owner of abandoned boat and had it removed.
- 413 S. 3<sup>rd</sup> St is scheduled to be cleaned up as soon as possible by the real estate company.
- 515 W Simpson, the bank has been notified of the overgrown conditions.
- Scotch Bloom Abate letters (14) were sent to various property owners.
- 414 S. 4<sup>th</sup> Street, the mortgage holder has been notified of the overgrown conditions.
- 610 S. 4<sup>th</sup> Street, the mortgage holder has been notified of the overgrown conditions.

## Nuisance Issues Resolved

- Overgrown property at 405 W Fir. has been taken care of by the property management company.
- Overgrown property at 240 Wildcat has been taken care of by the responsible party.
- Dan Glenn sent out six compliance letter regarding garbage service, two of those residents have restarted their service, the other four have been sent over to Chief Crumb for further action.

## Comments:

- Cedar Heights available lots have been purchased by a private developer.
- The building department sent out 14 letters in June to various property owners regarding noxious weed control, specifically scotch broom. Almost all of the properties affected have been taken care of.

## **Building Department Activity**

<b>ACTIVITY</b>	<b>MONTHLY TOTALS</b>	<b>YEAR TO DATE TOTALS</b>	<b>ACTIVITY EXPLANATION</b>
Customer Service	29	291	Answer building department related questions in person or by phone, meeting with potential applicants.
Building Permits Issued	1	16	Remodels, new construction & additions, both residential and commercial.
Plan Reviews Performed	1	9	Reviewing plans for building code and municipal code compliance.
Inspections Performed	14	91	Field inspections, writing of corrections or approving work.
Finals or Certificates of Occupancies	0	3	Performing of the final inspection & issuing of certificate of occupancy allowing use of the structure.
Complaints Received	1	6	Investigate and address citizen or staff reported issues, obtain resolution or acceptable compromise.
Nuisance Letters Sent	20	41	Formal notice from the City informing citizens of violations and providing expectation of the City for compliance.
Lemay's Garbage Letters Sent	15	68	Formal notice from City after notification from Lemay that service has been stopped.
Building Department Revenue	\$264.50	\$3325.08	Funds generated by the Building Department from permits, inspections, reviews etc.

## **Conservation Program**

<b>Month</b>	<b>Applications Received</b>	<b>Conservation Permits Issued</b>	<b>Rebates Paid This Month</b>	<b>Total Rebates Paid To Date</b>
May	0	0	\$0.00	\$16,144.44
June	0	0	\$0.00	\$16,144.44

## STAFF REPORT

To: Mayor Dent  
From: Paul Nott, Light & Power  
Date: July 17, 2013  
Re: June Report



	<b>Monthly Statistics;</b>	<b>YTD Totals;</b>
<b>New Services;</b>	<b>0</b>	<b>5</b>
<b>System Outages;</b>	<b>0</b>	<b>3</b>
<b>Pole Replacements;</b>	<b>0</b>	<b>6</b>
<b>Maintenance Work Orders;</b>	<b>4</b>	<b>14</b>
<b>Billable Work Orders;</b>	<b>0</b>	<b>6</b>

The month of June consisted of 4 maintenance work orders, Bear Festival preparations and some brushing. The work orders mainly consisted of service relocations.

Bear Festival preparations went off without a hitch and rather smoothly.

We are currently awaiting a utility easement to relocate the primary circuit that feeds cross country to the Caille residence. This line has always been a maintenance nightmare and time consuming to repair during the winter months. As soon as the easement from Port Blakely tree farms is approved we will begin an underground primary extension back to the property.

We still have the wreck out to do at the wells.

Once we coordinate accurate right of way staking for Mommsen Road, we will begin a pole and conductor replacement project in that area.

We are also coordinating a power outage on the 12KV substation to try to ascertain the location of our nitrogen leak. If possible we will try to repair at that time.

We will also be coordinating a power outage on the 4KV substation to replace one of the substation transformers once the new one arrives.

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

**Staff Report**

**To: Mayor Dent**  
**From: George M. Crumb, Chief of Police**  
**Date: July 19, 2013**  
**RE: For July 24, 2013 Council Meeting**

---

**SUMMARY OF POLICE INCIDENTS / ACTIVITIES:**

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

\*1394 Peterson ident histories reported as of time of this report.

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| -Speeding                            | -Traffic Offense/Reckless            |
| -DWLS                                | -Found/Lost Property Reports         |
| -Speeding in School Zone             | -Motorist Assist/Citizen Assist      |
| -Burglary                            | -Theft Reports                       |
| -Fire Response's                     | -Death, report                       |
| -Disorderly Conduct/Obstructing      | -Juvenile Problems/Run-a-way/missing |
| -Traffic Stop's (from 020713)        | -Malicious Mischief                  |
| -Harassment                          | -Warrant Arrests/Search Warrant      |
| -Weapons Offense                     | -911 Open Line or Hang Up            |
| -Agency Assist's (& Public Works x3) | -Domestic Violence                   |
| -Drug Incidents (1 OD)               | -Citizen dispute/Civil               |
| -Animal Complaints                   | -D.U.I.                              |
| -Curfew Violations                   | -Audible Alarm                       |
| -Traffic Hazard Reports              | -Subject Stop                        |
| -Welfare Checks                      | -Traffic Accident                    |
| -Trespass (Criminal)                 | -Noise Complaints                    |
| -Suspicious Person/Vehicle           | -Fraud                               |
| -Police Information or Referrals     | -Sex Offense                         |
| -Alcohol Offense                     | -Parking Complaint                   |
| -Suicide Attempt                     | -Fraud                               |

**Discussion:** Open:

**Bear Festival complete. Hoquiam PD Crime Prevention, Elma PD Volunteers, and Grays Harbor County Volunteers assisted.**

Council Members Present: ALL.... Mr. Ator, Mr. Reed, Mr. Caterlin, Mr. Peterson,  
Mr.Shiller.

Mayor Dent: Present / Not Present \_\_\_\_\_

Officer Reporting: Chief Crumb \_\_\_\_\_

To: Mayor Dent

From: Kevin Trehwella, Water/ Wastewater Plant Manager

Month: June, 2013

Re: Monthly Report

---

Sir,

At the Wastewater treatment plant we have had no upsets. Operations are good.

The Water Treatment Plant, at well #2, has been on-line for over a month now. The operation of the the plant is very good. Everything is operating as it should. Daily, we are monitoring the Chlorine levels throughout the city. Up at the well, we are monitoring the Manganese and Iron residuals to help produce the best quality drinking water we can.

We are in the process of updating Well #3 and tying it into the water treatment plant enabling us to consistently deliver water of the highest quality that our citizens expect. We are anticipating work to be completed in the next 2 weeks.

One subject I would like to keep to the forefront even during the dry season is asking you, sir and the council to keep in mind that with the dry season approaching that we need to keep in mind funding to resolve our I & I issues so that we may continue to operate the wastewater treatment facility without having to expand for several years.



**STAFF REPORT**

To: Mayor Dent  
From: Colin Mercer Webmaster  
Date: July 2, 2013  
Re: June Website & Help Desk

**Re-Occurring Website Activities**

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

**New Website Activity**

- Added new page to the website for all forms and documents to be accessible in one location.
- Posted notice of Special Council Meeting for 6-17-13
- Posted the new Lindsey Baum Flyer to the Home Page side bar and the Police Page.
- Updates to the Utilities pages with passed resolution and ordinance updates.

**Additional Tasks**

- Create new Global Event Permit and subsequent forms.
- Reworked Public Records Request form.
- Work on updating the utilities by street binder with changes to BIAS.

**Help Desk Activity**

<b>Month</b>	<b>Number of Incidents Reported</b>	<b>Staff Reported / Closed / Open</b>	<b>Citizen Reported / Closed / Open</b>
March	4	2 / 2 / 20	2 / 8 / 10
April	12	8 / 0 / 28	4 / 2 / 12
May	13	5 / 5 / 28	8 / 3 / 17
June	7	6 / 1 / 33	1 / 6 / 12

**Website Comments:**

None this month

**Website Traffic June 1, 2013 through June 30, 2013 (Top visited pages shown only)**

Section	Page Views	Percent of Total
<a href="#">Default Home Page</a>	3094	26.99%
<a href="#">Events Calendar</a>	1036	9.04%
<a href="#">Home Page</a>	483	4.21%
<a href="#">Agendas and Minutes</a>	449	3.92%
<a href="#">Conservation Program</a>	289	2.52%
<a href="#">Utilities</a>	283	2.47%
<a href="#">City Departments</a>	268	2.34%
<a href="#">City Jobs</a>	259	2.26%
<a href="#">Police</a>	181	1.58%
<a href="#">Bear Festival</a>	173	1.51%
<a href="#">City Forms &amp; Documents</a>	162	1.41%
<a href="#">Public Facilities</a>	159	1.39%
<a href="#">Planning Department</a>	152	1.33%
<a href="#">Mayor and Council</a>	140	1.22%
<a href="#">Search Results</a>	139	1.21%
<a href="#">Administration</a>	123	1.07%
<a href="#">Development Services / Building</a>	109	0.95%
<a href="#">Water / Wastewater</a>	100	0.87%
<a href="#">Fire</a>	97	0.85%
<a href="#">Light &amp; Power</a>	95	0.83%
<a href="#">Code, Ordinances &amp; Standards</a>	94	0.82%
<a href="#">Tell Us What You Think!</a>	91	0.79%
<a href="#">Municipal Code</a>	91	0.79%
<a href="#">Chamber of Commerce</a>	88	0.77%
<a href="#">City Photos</a>	85	0.74%
<a href="#">2008-13 Budget</a>	82	0.72%
<a href="#">Helpful Links</a>	76	0.66%
<a href="#">Previous Years Council Minutes</a>	71	0.62%
<a href="#">FAQ's Page</a>	67	0.58%
<a href="#">Data Page</a>	67	0.58%
<a href="#">Municipal Court</a>	65	0.57%
<a href="#">Previous Years Council Agendas</a>	63	0.55%
<a href="#">Bear Festival Photos</a>	55	0.48%
<a href="#">Flood Photos 2009</a>	46	0.4%
<a href="#">Interlocal Agreements</a>	42	0.37%
<a href="#">65th Anniversary Photos</a>	37	0.32%
<a href="#">1.12 Official Newspaper</a>	34	0.3%

## STAFF REPORT

To: Mayor Dent  
From: Todd Baun, Public Facilities Manager  
Date: July 18, 2013  
Re: July Report

---

The following items are the highlights of what I have been working on during the past month.

- I still have received no contact from Mr. and Mrs. Gravatt on the storm water issue affecting their property located at 311 W. Simpson Ave. We are in a holding pattern until we receive the legal documents that have been given to them by the city.
- The crew is still filling in many potholes throughout the City.
- We are continuing our maintenance of our equipment and vehicles.
- Summer help kids are doing a great job mowing the parks, cemetery, community center, and our Right of Ways. They also are taking care of the hanging baskets and are not afraid to help with any of our many projects.
- We are still flushing Hydrants in the city to try and get our “new” water into our system. We are getting a lot of scaling off the inside of the pipes.
- The crew has done a great job making the city look great for the Bear Festival. We received many compliments on the clean look of the city. I would also like to thank the Light and Power crew. Without their help, many things would not look as good or go as smooth as they did.
- We found another section of 2” pipe that has started failing on Ash St. We will be ordering parts to replace a small section of the “bad” water line.
- WSDOT came in and swept the streets in the city.
- We will be cleaning ditches and storm ponds in the next few weeks.
- We will be doing a system wide flush of hydrants during the week of July 22<sup>nd</sup>. We flush half our hydrants on a quarterly basis. This allows us to get stagnant water out of the system and also inspect our hydrants.
- We will be replacing 4 manhole frames and lids on Summit Rd. They are manholes that are below grade and also wore out from traffic.
- And as always, we are trying to keep up on all our routine and daily maintenance of the parks, cemetery, streets, water, sewer, storm and buildings.

If you have any questions, don't be afraid to ask. If you see something that needs attention or have any ideas that you would like me to pursue, my door is always open, so please come and talk to me.

## STAFF REPORT

To: Mayor Dent  
 From: Nick Bird, P.E., Director of Public Works  
 Date: June 20, 2013  
 Re: Panic Alarm

---

Last meeting there was some concern as it relates to local maintenance availability of service providers. Staff has followed up with the service providers and asked the three lowest cost providers the questions shown on the chart following the Staff Report. The bottom line is that service levels seem to be similar across the three companies.

Repeated from previous report for reference:

Sound Guard Security Systems is still the lowest initial cost and the second lowest monthly monitoring fee. The total cost for each system includes the installation of a dedicated electrical outlet on the wall with the phone equipment in Wendy's Office, and labor for ADNETS to clean up the network cabling on this wall to accommodate the additional equipment.

As previously stated, we have confirmed with Sound Guard that a dedicated phone line is not required to facilitate the service. We have assumed that all others could function in a similar fashion to simplify the comparison. The table below summarizes the findings:

Company	Capital Cost*	Monthly Cost	Total Cost**
Allied Fire & Security	\$1,675.93	\$30.00	\$3,084.99
Pioneer Fire & Security	\$790.00	\$21.00	\$2,124.64
Sound Guard	\$554.00	\$29.00	\$1,868.82
Custom Security	\$891.00	\$29.95	\$2,234.12

\* - Capital Cost includes purchase and installation of security equipment only.

\*\* - Total Cost display's the total installation cost and does not include the monthly cost.

Based solely on the installation cost it appears that Sound Guard is the least cost option. However, when factoring in the monthly cost, it appears that if we use the service for 2.5 years (30 months) or more, Pioneer Fire & Security becomes the least cost option due to the lower monthly cost.

**Staff Recommendation:**

If the City plans on utilizing this service for less than 30 months, it is more economical to utilize Sound Guard for security services. If the City plans on utilizing the service for 30 months or more, it is more economical to utilize Pioneer Fire & Security for security services.

**Action Requested:**

Please consider authorizing execution of a service agreement with the company you choose, subject to Mr. Glenn's review and concurrence of the service agreement.

## Service & Monitoring Questions

Question	Sound Guard	Pioneer	Custom
Where is your service department headquarters?	Olympia	East Olympia	Lacey
How many service technicians do you have?	3 to 4	5	25
If we choose to run monthly tests for functionality. Will there be a cost for conducting these tests?	No Charge - call in service	No Charge - Call in service	No Charge - Call in Service
Is there a labor and equipment warranty?	Yes	Yes	Yes
If yes, how long is the warranty?	1 year standard	1 year standard	1 year standard
Are service calls included in the monthly monitoring fee?	No	No	No
If no what are the service call rates?	\$79/hr	\$85/hr	\$89 trip charge incl 15 min.
If we have equipment problems, what is the average duration we can expect service to be provided in?	Most service calls receive 24-48 hr response	No guaranteed service response, will be based on severity of issue	Trys to handle same day repair response.
Do you have emergency back-up power to ensure alarm calls will be received?	Central Station is UL Listed with back up - Lacey	Alarm Center Inc - Lacey does have emergency power back up	Central Station in Lacey UL Listed operational 24/7

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: July 19, 2013  
Re: Development Standards

---

It was recommended at the last meeting to prepare a list of items that need to be addressed so that our request was not considered “nebulous”. In an effort to further demonstrate the need I have typed out the Table of Contents of a local jurisdiction’s Development Standards to compare against our current Development Standards. Also provided is a brief summary of the section and *how our standards address that section, shown as such.*

### Chapter 1 - General Planning, Design, And Approval Requirements

#### 1.00 Requirements for Public Improvements

Defines when, where and why these standards are applied. *These “W” words are very important when you are telling somebody to spend money to improve your City. Our standards do not include this basic information. This is our number one problem with our existing standards.* This section also identifies bonding requirements, as well as requirements for extension of street and utility extensions to the limits of the property. *Our existing standards regarding this topic are vague at best, as it states “where, in the opinion of the city engineer, it is desirable...” This topic was addressed by Mr. Snyder during his review as a city may not require dedications in excess of the impacts caused by the development. This is an area that will require careful planning and implementation.*

#### 1.01 Precedence of Documents

Defines the hierarchy of documents when conflicting standards are discovered. *Our standards are silent on this topic.*

#### 1.02 Abbreviations and Definitions

*No definitions or abbreviations are provided in the McCleary Development Standards.*

#### 1.03 Permits

Section provides information and general categories specifying requirements from the City or other jurisdictions that may be required prior to construction. This section provides helpful information, but does not add any regulatory teeth. *Our standards do not include similar information.*

#### 1.04 General Requirements for Utility Extensions (Sanitary Sewer, Storm Sewer, Water)

This section defines the basic application requirements and preconstruction communication process as well as preconstruction meeting requirements, final acceptance process, easement requirements, and record drawing requirements. *Our Standards provide similar information regarding application, preconstruction meeting requirements, and record drawing requirements but are silent on the remaining items.*

#### 1.05 Submittal Requirements

Further defines communication process and requirements, specifically requiring transmittals for all submittals and additional details for resubmittals. ***Our standards are silent on all of this information.***

#### 1.06 General Requirements for Engineering Plans

Defines the plan format including sheet size, title requirements, north arrow, standard detail inclusion, scale, letter size, horizontal and vertical datum's, title block, stamping, revision descriptions, revision cloud requirements, drafting symbols, and engineer certification. Also defines Site Development plan organization and detailed requirements for each sheet type, including title sheet, preliminary plat (if subdivision), existing site plan including ALTA requirements, grading and erosion control plan, street and storm plans, street and storm profiles, storm facility, water and sewer plan sheets, water and sewer profiles, landscape plan, and signage and striping plan. ***The City of McCleary document shows approximately 25%-50% of this information, but it is provided in a format that makes one really hunt for information and is not in a linear path that is easy to follow.***

#### 1.07 Requirements for Public Street Improvement Plans

Details items to be shown on plan and profile views that were not specifically addressed in the General Requirements section. ***Our Standards address a minor amount of this information in various locations. Again it is very difficult to locate specific requirements for inclusion in the design documents.***

#### 1.08 Site Grading Plan

Defines requirements for a grading plan for work that involves the excavation or fill of greater than 50 cubic yards of material. ***A grade and fill permit is required by the International Building Code. The breakpoint requiring a permit fee is 50 cubic yards. The trigger for SEPA is 100 cubic yards. The City has issued numerous grade and fill permits over the years, but we do not have detailed standards for these permits. It would be prudent to have a definitive requirement included in our Development Standards.***

#### 1.09 Erosion Control Plans

This section references another standard document. ***This is one area where our standards are solid. However, there is one dilemma, the City, via MMC 15.24, has adopted the most current version of the Department of Ecology Stormwater Manual, which is the 2012 version. It is highly likely that our defined standards conflict with the current Stormwater Manual. Please reference Section 1.01 to determine which document's standards control.***

#### 1.10 Requirements for Utility Plans (Water, Sanitary Sewer, Drainage)

Further defines specifics of what must be shown on the Utility Plans. ***Our Standards define similar requirements; however, our data is specific to each utility and located in various sections of the document, rather than in one location. This is another example of needing to hunt for information contained in the document.***

#### 1.11 Requirements for Supplemental Submittal Information

This section defines requirements for submittals of drainage calculations, design assumptions, design elements, structural plans/details/calculations, and inclusion of standard notes on the plan set. ***Our existing Standards include many of these requirements.***

#### 1.12 Review Procedure

The review procedure is well defined. ***Our review procedure is also well defined. I would like to reduce the number of copies received for the review though.***

#### 1.13 As-Built Drawings

As-built drawings are well defined, including the size of hard copies as well as the electronic formats to be provided. ***Our Standards include similar requirements, less PDF requirements.***

#### 1.14 Professional Qualifications

Defines the requirement that the professional must be licensed or registered in the State of Washington and proficient in the field where work is being done (you don't want a structural engineer designing your lighting systems do you?). ***While staying within your field is common sense, and required by RCW 18.43, it is important to define that the State the individual is licensed in. Our Standards state that "all plans and calculations shall be prepared... by a Washington State licensed professional civil engineer". While this is a minor detail, and easy to change, it is important to identify how this section can be improved.***

#### 1.15 Changes to Standards

Identifies the process to add, delete, or modify the standards. Also identifies comprehensive revisions shall be adopted by Council. ***Our standards do not address this topic.***

#### 1.16 Design Modifications Process

Outlines the submittal, review, and appeal process as well as the criteria for modification of the standards. ***Our standards state that an "Alternative Methods or Construction Materials Request" shall be submitted to engineering services then approved by the City Administrator. Mr. Snyder also focused on revising this section in our standards, stating the section does not provide a standard for the exercise of the City Administrator's Decision.***

#### 1.17 Errors and Omissions

This section states that if any approvals were based on an error or omission in the plans, the City may withdraw all permits and/or stop the permitted work. ***Our standards do not address this topic.***

#### 1.18 Railroad Crossings

Provides basic details and additional insured requirements. ***Our standards do not address this topic.***



#### 1.19 Penalties

Language states that failure to comply with standards will be cause for withholding or withdrawing approval of plans or plats, forfeiture of bond, withholding of temporary and/or final certificate of occupancy, and/or other penalties provided by law. ***Our standards do not address this topic.***

This is only the first of five chapters. If you would like I can continue on and provide more detailed comparisons for the Street, Water, Sewer, and Stormwater sections, but this has already taken 5.5 hours of review time and report writing to get to this point. If you still believe that it is prudent to continue down this path, please let me know.

#### **Staff Recommendation:**

As previously stated, providing clear and concise information to developers is an essential part of our duty to encourage responsible development within our community. We feel that using our existing documents does not meet this need. Yes, the existing document is marginally functional, but if the City is anticipating growth we would be well served by replacing this document.

#### **Action Requested:**

Please consider discussing this topic again and identify how you would like to see the City proceed.

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: July 17, 2013  
Re: Float Shed

---

In the last Finance Committee meeting the topic of the “float shed”, located at 721 Simpson Avenue, was brought up. Ironically, at our next staff meeting, concerns of the structural integrity of this same building were presented. This property in question had temporary fencing put up as a safety precaution and has been on the back burner since 2011.

We believe that the existing structure has deteriorated to the point where we are concerned that the temporary fencing will soon not provide sufficient safety to the adjacent resident. We budgeted to have Light & Power purchase the property in 2013, as neither the Park nor Current Expense funds were able to support the financial burden to facilitate repairs. Additionally, Light & Power will be able to use the property for utility purposes, storing poles, pipe, vaults, etc. in an area that it is acceptable to store the material, thus appearing to be a win/win scenario. Originally there was some question of whether that was owned by the park department or by current expense. This is no longer an issue as the park fund has been merged into current expense.

This meeting we would like to start the process to renovate the float shed property. The three basic steps to renovate the property are 1) transfer ownership to Light and Power, 2) remove the asbestos containing materials (ACM), demolish the structure, and re-grade/gravel the lot, and 3) construct a pole building on the site to provide covered storage and fence the property. Items 1 and 2 have been included in the 2013 budget. We hope to include item 3 in the 2014 budget.

In 2011 Helen Lake of McCleary Real Estate submitted a valuation report to the City. I spoke with Ms. Lake regarding the valuation report on July 17, 2013. In her opinion, the value of the property in 2011 was much higher than it is today in 2013. Based on similar, but not necessarily comparable properties, the estimated fair market value of the property is between \$50,000 and \$60,000. Please note that we anticipated a purchase price of \$80,000 when preparing the budget, so we are significantly below our budgeted amount.

It is also important to note that Ms. Lake also stated that it is very common to deduct the abatement and demolition costs from the purchase price. In 2011 we received a quote for removal of the ACM for approximately \$4,000 and we estimated the demolition cost (not including site restoration) to be approximately \$11,000. We don't expect these costs have changed much. As such, the \$15,000 of work necessary to correct the existing deficiencies **MAY** be deducted from the purchase price if you choose.

As previously noted, the Light & Power fund would purchase the property from Current Expense. The Light & Power fund, specifically BARS # 401 594 33 62 00 – Capital Outlay Building, had \$100,000 budgeted for the purchase of the property and demolition

of the structure. BARS # 001 395 10 04 01 – Float Shed/Property Sale was used to show the anticipated revenue of \$80,000 in Current Expense.

**Staff Recommendation:**

The existing building has been “red tagged” since 2010, which means the building is not safe to use. As previously noted, the building is in such a sad state that we are concerned about the adequacy of the temporary fencing providing sufficient levels of safety to the adjacent homeowner. We feel that we do not have much time left to kick this topic around before somebody gets hurt. As such, we recommend completing the property transfer for \$60,000, or another number selected by the Mayor and Council, and beginning the process to demolish the structure as soon as possible.

**Action Requested:**

Please consider authorizing the appropriate documents, prepared by Mr. Glenn, to initiate the property transfer from Current Expense to Light & Power.

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: July 19, 2013  
Re: Right of Way Survey (Mommsen)

---

We had planned on completing most of Phase 1 of the 12kV Cutover Project in 2013. A portion of this work occurs on Mommsen Road. Over the past few months there have been a variety of property line complaints along this street received by Public Works and the Police Department. As part of the cutover work, we had planned on replacing numerous poles down Mommsen. We have been told by some property owners that the poles are located on private property. Moving the poles any closer to the roadway may impact parking along this narrow street, thus we originally of the mindset that we would like to be certain before we set new poles.

We requested Gray & Osborne to prepare a budget for providing right of way staking. We were originally envisioning this work would be between the \$5,000 - \$8,000 range, and were shocked when the proposal for the work came in at \$17,000. I contacted G&O to see if there was any way we could get this figure down, as it was way above what we were planning on. Unfortunately, the majority of the work that is necessary (establishing control) would be required for one survey point or 100, so there was no way to significantly reduce the scope of the work and see any financial benefit. They did identify that the original unit price for the survey crew was based on a three man team and they have been using a two man team lately, which reduced the unit price from \$75/hr to \$55/hr. With that being said, the cost proposal for completing the right of way survey down Mommsen is approximately \$14,000 as shown on the attached Exhibit B.

**Staff Recommendation:**

Please keep in mind that Paul and I are standing in the middle on this one, as we realize the benefit this survey would provide, however, the work can be done without the survey if we replace pole for pole. By completing this survey, we will definitively address the property complaints, we will be certain that the new poles are set within the right of way, and we will establish control points at the north end of 3<sup>rd</sup> Street for reference on the 3<sup>rd</sup> Street Improvement Project. If we choose not to complete the survey, we will save money, replace pole for pole claiming proscriptive use, and will continue to receive property complaints. As this is an issue that directly relates to your constituents we feel that it is prudent to provide the pros and cons of this issue so that you can make the decision.

**Action Requested:**

If conducting the survey work is the preferred path, please authorize the City to prepare and execute Amendment No. 4 to the 2012 for conducting a right of way survey on Mommsen for a not to exceed cost of \$13,969.

## EXHIBIT "B"

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of McCleary - Mommsen Road ROW Survey*

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	CADD Tech. Hours	Survey Tech Hours	PLS Hours	Survey Crew Hours
1. Existing R/W Control Survey					8	16	40
2. Develop R/W Map	0.5	1	1	8			
3. Field Staking R/W						8	10
Hour Estimate:	0.5	1	1	8	8	24	50
Estimated Hourly Rates:	\$56	\$46	\$36	\$28	\$30	\$42	\$55
Direct Labor Cost	\$28	\$46	\$36	\$224	\$240	\$1,008	\$2,750

Subtotal Direct Labor:	\$4,332
Indirect Costs (171%):	\$7,408
Total Labor Cost:	\$11,740
Fee (15%):	\$1,761
Subtotal Labor & Fees:	\$13,501
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.55/mile)	\$468
 <b>TOTAL ESTIMATED COST:</b>	 <b>\$13,969</b>

# STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: July 19, 2013  
Re: WWTP Roofing

---

One of the old buildings at the WWTP was not retrofitted with metal roofing as the other buildings were when the City improved the facility in 2006. The existing roofing material of this building is currently failing and needs to be replaced. Photos of the facility are shown below.



We have received three quotes for to remove the existing shake roof and replace it with new snap lock metal panels (similar to the other buildings on the property and the fire department roof). The quotes are as follows:

Pittman Construction, LLC .....	\$2,460+tax
The Roof Doctor, Inc. ....	\$3,400+tax
3-D Sheet Metal .....	\$5,273+tax

This work was not budgeted; however, replacement of this small section of roofing can be done at a reasonable cost and will not impact the sewer operating fund.

**Staff Recommendation:**

Replacement of the roofing material is recommended to protect the integrity of the remaining structure.

**Action Requested:**

Please consider authorizing Pittman Construction, LLC. to proceed with replacing the roofing as quoted.

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: July 19, 2013  
Re: Port Blakely Easement

---

We verbally discussed this item last meeting. The City currently serves power to a property on the north end of our distribution system. The property has been out of power since the June 26 because the transmission route has become so overgrown that the power line cannot be used at this time. Please see the attached photos of the transmission route.

As clearing the route is easier said than done, we would like to remove the existing feeder and provide power via the existing access road that goes through Port Blakely property. The new feed would be underground for the majority of the driveway with the exception of a couple spans crossing the existing railroad tracks. We originally contacted Port Blakely to see if the existing access easement also included a utility clause, which it does not. As such, Port Blakely has prepared a draft utility easement for the City along this access road. The draft easement, including associated city comments, is attached for your review.

Please note that this item is *very time sensitive*. If this is not authorized at this Council meeting, the next opportunity to get Council authorization will be August 28. If we have to wait until then, the customer will be out of power for two months before we can even start work.

We do have all the materials on hand to facilitate this work and can start as soon as the easement is executed.

**Staff Recommendation:**

This customer has been on our distribution system for 50+ years. We understand that this service revision is a significant investment into one service, but we recognize that with this effort we are correcting a known deficiency (a service line that runs cross country and has little or no vehicle access throughout the service run). We are also dramatically reducing future maintenance costs by putting this service in underground.

**Action Requested:**

Since Port Blakely is still conducting their internal review on the draft easement, please authorize the City to execute the final easement, when received from Port Blakely, subject to the Mayor's and Mr. Glenn's approval.









After Filing Return To:

Port Blakely Tree Farms  
8133 River Drive SE  
Tumwater, WA 98501

Attn: Land Records

## **UNDERGROUND TRANSMISSION LINE EASEMENT AGREEMENT**

**A. Grantor(s):**

1. Port Blakely Tree Farms (Limited Partnership)

**B. Grantee(s):**

1. CITY OF MCCLEARY

**C. Abbreviated Legal Description (lot, block and plat name, or section-township-range):**

1. T19NR05WS36, S½SE¼; T18NR05WS01, Portion of the NE¼ E½

Additional legal description is on Exhibits A and B of document

**D. Assessor's Property Tax Parcel Account Number(s):**

1. 51936-40-00000 and 180501110000

**E. Reference Numbers of Documents Assigned or Released (if applicable):**

- 1.

## UNDERGROUND TRANSMISSION LINE EASEMENT AGREEMENT

THIS UNDERGROUND TRANSMISSION LINE EASEMENT AGREEMENT (this "Agreement") is made and entered into on this ~~first~~ \_\_\_ day of July, 2013, by and between Port Blakely Tree Farms (Limited Partnership), a Washington limited partnership, ("Grantor"), whose address is 8133 River Drive SE, Tumwater, Washington 98501 and CITY OF MCCLEARY, ("Grantee"), whose address is 100 South 3rd Street, McCleary, WA 98557.

### Recitals

- A. Whereas Grantor owns the real property in Grays Harbor and Mason County, Washington, legally described on the attached Exhibit A ("Grantor Property"), and the easement contemplated under this Agreement will be granted by Grantor with respect to a 20-foot wide easement, 10 feet on each side of the centerline of the existing road together with an additional 5 feet along the \_\_\_ shoulder of said road over the Grantor Property and located approximately as shown on the map attached hereto as Exhibit B ("Easement Area") for ingress, egress, and maintenance of an underground electric transmission line; and
- B. Whereas Grantee desires to construct underground utility service in the Easement Area (the "electric service"); and
- C. Whereas, Grantee desires to be granted a permanent non-exclusive easement to use the existing road and *maintain* electrical service to the Service Property; and
- D. Whereas Grantor is willing to grant to Grantee rights in and along the Easement Area subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, Grantor and Grantee agree as follows:

#### 1. GRANT OF EASEMENT:

For and in consideration of the mutual benefits, Grantor does hereby grant to Grantee a perpetual, twenty (20) foot wide non-exclusive easement, centered on the centerline of the existing road lying within the Easement Area, with said twenty (20) foot width being ten (10) feet on each side of said centerline, on, over, and across the Easement Area for the purpose of providing ingress and egress to Grantee for the maintenance of the electric service and further grants a perpetual five (5) foot wide easement for utilities, the location of which shall measure five feet from the east edge of the existing road, for location of the electric service and equipment.

#### 2. PURPOSE:

Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, a utility system for the transmission and distribution of an electric systems.

### 3. MAINTENANCE:

Grantee shall have the right to cut, remove and dispose of any and all brush or other non-merchantable vegetation located within and upon the Easement Area as is customary in the general maintenance practices of Grantee, including the right to control growth of brush or other non-merchantable vegetation, on a continuing basis and by any prudent and reasonable means, to the extent that such activities do not unreasonably interfere with the Grantor's production and harvest of timber and other natural resources.

Grantor and Grantee agree that Grantor will maintain and repair the road. Grantee shall be responsible for its Pro Rata Share of the cost of maintaining and repairing the Road at all times in as good or better condition than it is in as of the date of this Agreement. As used herein, the term "Pro Rata Share" shall mean the applicable percentage share allocable to Grantee on the basis of Grantee's use or uses. Grantee shall repair or be solely responsible for the cost of repairing any damage to the Road arising from the installation and maintenance of the underground electric transmission system by Grantee or Grantee's Responsible Parties. Grantee agrees to meet with Grantor and a maintainer selected by Grantor prior to the commencement of any such maintenance or repair and prior to any construction or re-surfacing, if such construction or re-surfacing is permitted in writing by Grantor.

### 4. COMPLIANCE:

Grantee understands and agrees that the use of the Easement Area by Grantee or Grantee's employees, agents, contractors, subcontractors, invitees, permittees, permitted successors and assigns, visitors, and any other person or entity for whose act Grantee may otherwise be liable in connection with this Agreement (collectively, "Grantee's Responsible Parties"), shall be conducted in compliance with all the laws of the United States, the State of Washington and applicable laws, regulations, permits and approvals, including, without limitation, fire and environmental regulations.

Grantee further agrees that Grantee and Grantee's Responsible Parties shall comply with such reasonable traffic signs, rules, regulations and restrictions as Grantor may impose from time to time.

### 5. INSPECTION OF EASEMENT AREA:

Grantee acknowledges that it has inspected the Easement Area, knows its condition and is entering into this Agreement with full knowledge of the state and condition of the Easement Area, and accepts the Easement Area "AS IS" with all inherent risks. Grantee acknowledges that the Easement Area may include primitive unsigned areas and/or be subject to slides and unstable soil conditions on or in its vicinity. Grantee is solely responsible for the safety of the Easement Area with respect to the use of the Easement Area by Grantee and Grantee's Responsible Parties.

**Comment [NB1]:** We will conduct a photo inspection of the roadway once the agreement is executed.

### 6. RESERVATIONS:

Grantor reserves, for itself, its permittees, contractors, invitees, visitors, assigns and successors, the right to go upon, to use, and to cross and re-cross the Easement Area at any time and at any place for all purposes deemed necessary or desirable to Grantor, provided that it does not unreasonably interfere with the rights herein granted. Notwithstanding anything in this Agreement to the contrary, Grantor shall be entitled to gate the Easement Area, lock any gates and otherwise limit access to or along the Easement Area as it deems necessary or appropriate to protect the Easement Area and/or the Grantor Property and Other Grantor Property, provided, that it does not unreasonably interfere with the rights herein granted.

Grantor shall be granted the right at any time to connect to the electric service without system development charges for connection.

**Comment [NB2]:** They understand that labor and material will still be charged. By including the language system development charge, this is inferring an additional charge on top of the cost to install the service.

#### **7. COVENANT OF NO REGULATED WASTE:**

Grantee shall not dispose of or otherwise allow, nor permit Grantee's Responsible Parties to dispose of or otherwise allow, the release of any regulated waste or materials in, on, or under the Easement Area, the Grantor Property or any adjacent property. As used herein, the term "regulated waste or materials" includes any substance, waste or material defined or designated as deleterious, hazardous, toxic or dangerous, or as a pollutant (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now or hereafter in effect, including, without limitation, any petroleum or petroleum products, and chemicals used to make illegal drugs such as methamphetamine. Grantee shall promptly comply with all laws, statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, remediation, removal or cleanup of regulated waste or materials in, on or under the Easement Area or adjacent property. Grantee represents that Grantee has no knowledge that the proposed use of the Easement Area for accessing the Easement Area in connection with electric service and equipment fails or will fail to comply with any such laws or orders.

Grantee shall immediately notify Grantor if Grantee observes any oil sheen on any waters on the Easement Area, the Grantor Property or any adjacent property or otherwise becomes aware of the release of any regulated waste or materials on the Easement Area, the Grantor Property or any adjacent property or becomes aware of any other environmental problem on the Easement Area, the Grantor Property or adjacent property, or of any violation or suspected violation of any statute, regulation, rule or ordinance. Grantee shall be responsible for all costs and expenses relating to the remediation, cleanup, removal and disposal of regulated waste or materials from the Easement Area, the Grantor Property or adjacent property for any contamination or release of any regulated waste or materials arising out of its use, or any other act or omission of Grantee or any of Grantee's Responsible Parties. The obligations of Grantee under this Paragraph 7 shall survive the termination of this Agreement.

#### **8. INDEMNITY AND LIABILITY:**

Grantor makes no warranty or representation as to the current or future condition of the Easement Area or its adequacy for Grantee's use, and Grantee for themselves and Grantee's Responsible Parties assumes the risk of the use thereof and agrees that any use of the Easement Area by Grantee and Grantee's Responsible Parties shall be at their sole risk. Grantee agrees to defend, indemnify and hold harmless Grantor and its partners, officers, employees, agents, representatives, licensees, permittees, contractors, successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, costs, damages (including, without limitation, actual, incidental, and consequential damages), losses, obligations, demands, injuries, fines, penalties, liens, expenses and liabilities (including, without limitation, employee time and expense and attorneys' fees expended in defending against such claims) attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property and the loss of use thereof arising out of or occurring in connection with (i) the use of the Easement Area by Grantee or any of Grantee's Responsible Parties, (ii) any construction of the new segment of the Easement Area by Grantee or any of Grantee's Responsible Parties, (iii) the maintenance or repair of the Easement Area by Grantee or any of Grantee's Responsible Parties, (iv) entry onto any other portion of the Grantor Property (other than the easement area on the Easement Area) by Grantee or any of Grantee's Responsible Parties, or (v) any breach, violation or failure to comply with the

requirements of this Agreement. In any such suit, action or proceeding, Grantee shall defend Grantor with legal counsel acceptable to Grantor or Grantor may elect to defend itself against any such claim, at Grantee's expense.

Notwithstanding the foregoing, (i) Grantee shall have no liability under this Paragraph 8 or the other indemnities contained in this Agreement for claims, injuries or damages caused by or resulting from the sole negligence of Grantor or its agents or employees, and (ii) for any claims, injuries or damages that arise out of the concurrent negligence of Grantor or its agents or employees and Grantee or its Grantee's Responsible Parties, Grantee shall be liable under this Paragraph 8 and under the other indemnities contained in this Agreement only to the extent of the negligence of Grantee and Grantee's Responsible Parties. Without limiting that generality of the foregoing, Grantee assumes potential liability for actions brought by any of Grantee's Responsible Parties. The obligations of the Grantee under this Paragraph 8 and under the other indemnities and defense obligations contained in this Agreement arising or accruing prior to the termination of this Agreement, shall survive the termination of this Agreement.

**9. INSURANCE**

With respect to the above covenants, Grantee and Grantee's Responsible Parties shall carry and maintain in full force at all times during the use of the Easement Area, at the sole expense of Grantee and Grantee's Responsible Parties the following insurance coverage in forms and with insurers satisfactory to Grantor, insuring against all liability for loss or damage for injury to persons or property for all operations performed in connection with the Easement Area by or at the direction of Grantee or any of Grantee's Responsible Parties. Grantee further releases Grantor from and waives all rights against Grantor and its agents, officers, directors and employees for recovery of damages to the extent such damages are covered, or would have been covered, by any of the required insurances described below, including any first party property damage insurance, inland marine insurance or automobile physical damage insurance, and including the deductible and/or uninsured portion thereof.

For users operating heavy trucks over > 20,000 GVW

**Comment [NB3]:** Verifying with WCIA

General Liability with:

Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate
Personal and Advertising Injury	\$1,000,000 Each Occurrence
Logger's Broad Form Property Damage	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Products/Completed Operations Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

For all users, Automobile Liability

Heavy trucks > 20,000 GVW\$	1,000,000 Each Occurrence
Heavy Equipment including trailers	\$1,000,000 Each Occurrence
All other personal use vehicles	Statutory limits or
	\$250,000 Each Accident

And any other such limits as may be imposed by Grantor from time to time for uses consistent with the terms of this Agreement. The foregoing limits may be revised by Grantor upon written notice to Grantee in order to account for future inflation or deflation and shall be based upon the change in the Consumer Price Index for Urban Consumers maintained by the United States



Bureau of Labor Statistics, or a comparable measure maintained by an entity of the United States government.

**10. TERMINATION:**

This Agreement shall terminate immediately upon the removal of electric service and equipment from the Easement Area or upon any material breach by Grantee or Grantee's Responsible Parties of a provision of this agreement and Grantee's failure to cure or otherwise remedy such material breach within ninety (90) days of notice of breach from Grantor.

**11. MISCELLANEOUS:**

This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained.

No waiver or change of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by the party to be charged thereby. The waiver by one party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby and shall remain in full force and effect.

In addition to any other rights and remedies specified herein or otherwise available at law or in equity, each party shall have the right to obtain a court decree or order specifically enforcing the provisions of this Agreement and/or injunctive relief.

This Agreement shall be governed by the laws of the State of Washington. Venue of any action with respect to the enforcement of this Agreement shall be in the Superior Court in Thurston County, and the parties hereby irrevocably agree to submit to the jurisdiction thereof.

This Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs and assigns.

**12. ATTORNEYS' FEES:**

In the event that this Agreement or any obligation owing hereunder is referred to an attorney for enforcement, the defaulting party agrees to pay the non-defaulting party's (or in the event of a court action, the substantially prevailing party's) costs, expenses, and reasonable attorneys' fees, including fees incurred both in trial and on appeal, and in any bankruptcy proceeding to obtain relief from stay or take other action to protect or enforce its rights and remedies hereunder, any fees incurred without suit, the expense of any title searches, and all court costs.

**13. NOTICES:**

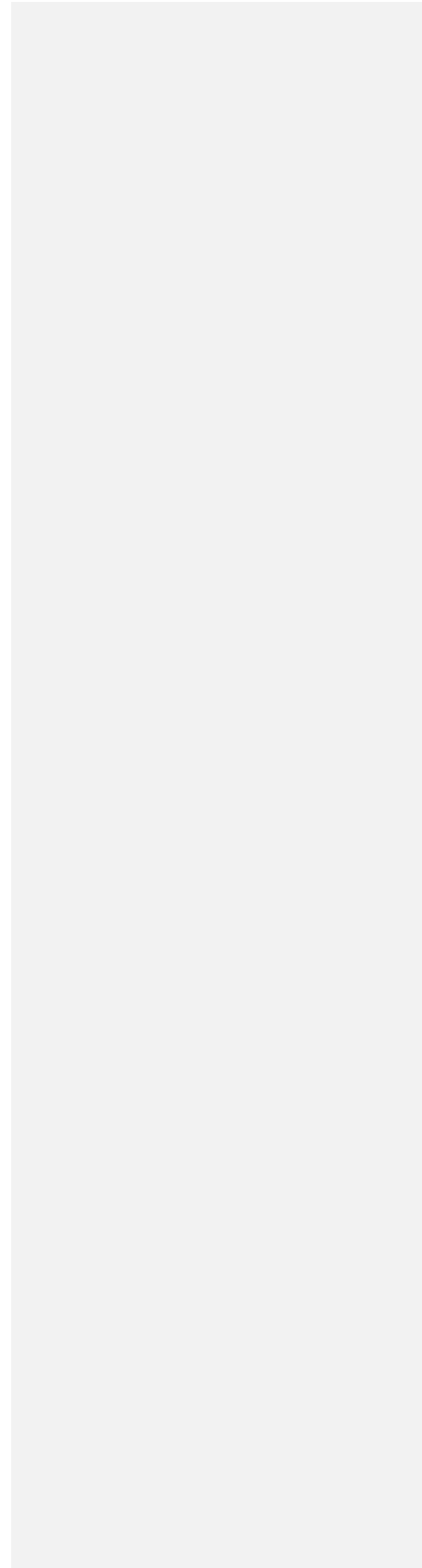
Except as otherwise expressly provided in this Agreement, all notices or requests for consent required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by nationally recognized overnight courier service, or mailed via certified US Mail, return receipt requested, to the respective addresses set forth in the preamble above (or to such other address as an addressee party hereafter directs by notice to the other party). Notices to Grantee hereunder may also be sent to the address for any residence located on the Grantee Property. Notice will be deemed given upon delivery, machine confirmation of a facsimile





**EXHIBIT A**  
Grantor Property

DRAFT





**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: July 17, 2013  
Re: WSDOT Construction Easement

---

A few months back a presentation regarding the need for a temporary construction easement was provided by Scotty Ireland, the Project Engineer for the SR 108 Wildcat Bridge Scour Repair Project. The formal document identifying the temporary construction easement has now been received and is attached for your review and approval.

You will note that the State has provided an administrative offer of \$6,000 for this easement. This amount includes \$4,700 for approximately 20,000 square feet of the property to be used during construction and \$1,300 in compensation for removal of two trees on the property. Also note that the construction contract does include replacement of many of the trees planted by the Girl Scouts for Arbor Day in 2012.

**Staff Recommendation:**

The offer is a pleasant surprise and is likely a higher dollar value because the State is planning on maintain the temporary construction easement for an additional three to four years to ensure the re-establishment of the replacement vegetation, including the replacement trees. The attached letter identifies that we have the ability to provide a counter offer, but it is strongly recommended that professional services be employed to facilitate this task. As such, staff is recommending Council accept the administrative offer as presented, as any gains in the administrative offer will likely be offset by the professional services cost.

**Action Requested:**

Please consider authorizing the City to execute the attached property voucher and temporary construction easement with WSDOT for the SR 108 Wildcat Creek Bridge Scour Repair Project.



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Olympic Region  
5720 Capitol Boulevard, Tumwater  
P.O. Box 47440  
Olympia WA 98504-7440  
360-357-2600 / FAX: 360-357-2601  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

July 11, 2013

07-11-13P03:56 RCVD

City of McCleary  
c/o Nicholas D. Bird  
100 S 3<sup>rd</sup> St.  
McCleary, WA. 98557

Re: SR 108, Wildcat Creek Bridge Scour: SR 108 McCleary West  
RW 5234, C.S. 143601  
RW Plan Sheet 3 of 5 Sheets  
Parcel Number 3-10509

Dear Mr. Bird:

The State of Washington, Department of Transportation (WSDOT) plans to proceed with the above-titled public project. As a part of the project, we need to purchase your property and/or property rights identified on the "Right of Way Plan" by the "parcel number" listed above. The bearer of this letter is the department's agent in completing this transaction.

An administrative offer of \$6,000.00 is being made for your property or property rights. This offer consists of \$4,700.00 for 19,570 square feet, more or less, of land in TCE, and damages of \$1,300.00 for two trees.

An administrative offer (based on market research) is used when the property rights being acquired involve compensation of less than **\$10,000**.

The WSDOT will acquire occupancy of the property on the "payment date" as defined in this letter.

Payment for your property and/or property rights will be made available to you by certified mail approximately 45 days after you accept the department's offer, provided that there are no delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, the state becomes the owner of the property purchased and responsible for its control and management.

You may wish to employ professional services to evaluate the state's offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the state's offer. The state will reimburse up to \$750.00 of your evaluation costs upon submission of the bills or paid receipts.

If you decide to reject the state's offer, the state, acting in the public interest, will use its right of eminent domain to acquire your property for public use. In conformity with the

Washington State constitution and laws, the Attorney General will file a condemnation suit to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for the property.

The Internal Revenue Service (IRS) requires that the WSDOT obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction. In addition to the IRS requirement, the Washington State Office of Financial Management (OFM) requires that all state agencies use a statewide vendor number for all payments. You will be required to complete the attached substitute Form W-9 for each owner, as well as, the attached Statewide Vendor Registration & Payment Option form, and provide said forms to the WSDOT's specialist upon acceptance of the WSDOT's offer. However, in order to expedite processing of your payment, these forms can be provided to the WSDOT at an earlier date. If you need advice on how to complete these forms, please contact an IRS office, accountant, or legal consultant.

If you have personal property presently located on the property being acquired by WSDOT that needs to be moved, WSDOT will reimburse you for the cost of moving it through the Relocation Assistance program.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to direct any questions you may have to the undersigned. May we please have your early reply as to acceptance or rejection of this offer? Thank you.

Sincerely,



Terry J. Prudhomme  
WSDOT/ORRES  
Property Acquisition Specialist  
360-357-2663  
[prudhot@wsdot.wa.gov](mailto:prudhot@wsdot.wa.gov)

Receipt of this letter is hereby acknowledged. I understand that this acknowledgment does not signify my acceptance or rejection of this offer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RES 350 Rev. 3/2012



<b>AGENCY NAME</b>  DEPARTMENT OF TRANSPORTATION Real Estate Services P. O. Box 47338 Olympia, WA 98504-7338				I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the State of Washington, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant, and also that the number shown hereon is my correct taxpayer identification number. SIGNATURE (IN INK) INCLUDE TIN NUMBER FOR EACH CLAIMANT <span style="float:right">DATED</span>				
<b>GRANTOR OR CLAIMANT (NAME, ADDRESS)</b>  City of McCleary 100 S. 3rd St. McCleary, WA. 98557				<b>TIN/SSN NUMBER</b> 916001456	X <b>City of McCleary</b>  <b>D. Gary Dent, Mayor</b>			
<b>PROJECT NO. C10808A</b> <b>TITLE: SR 108, McCleary West</b>								
<b>FEDERAL AID NO.</b> BH 0108 (007)		<b>PARCEL NO.</b> 3-10509						
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:						DATED	\$ AMOUNT	
<b>Temporary Construction Easement</b>						+	<b>\$4,700.00</b>	
<b>LAND: 19,570 sq. ft, more or less, of land in temporary construction easement</b>						+		
<b>IMPROVEMENTS:</b>						+		
<b>DAMAGES:</b>						+		
Cost to Cure						+		
Proximity						+		
Other 2 trees						+	<b>\$1,300.00</b>	
<b>SPECIAL BENEFITS</b>						+		
<b>JC (Just Compensation) Amount</b>						+	<b>\$6,000.00</b>	
<b>REMAINDER:</b>						+		
Uneconomic Remnant						+		
Excess Acquisition						+		
<b>DEDUCTIONS:</b>						+		
Amount Previously Paid						+		
Performance Bond						+		
Salvage Amount						+		
Pre Paid Rent						+		
Other						+		
<b>ADMINISTRATIVE SETTLEMENT</b>						+		
<b>STATUTORY EVALUATION ALLOWANCE</b>						+		
<b>ESCROW FEE</b>						+		
<b>REAL ESTATE EXCISE TAX</b>						+		
<b>OTHER:</b>						+		
PARCEL NO.	JOB NUMBER		WORK OP.	ACCOUNT OBJ / SUB	CONTROL SECTION	ORG. NO.	NON-PART.	TOTAL DOLLARS
3-10509	RW 5234	01	0221	JE 20	143601	433101		<b>\$6,000.00</b>
Performance Bond			B/S Account-A592					
<b>TOTAL -----&gt;</b>							<b>\$6,000.00</b>	
ACQUISITION AGENT Terry J. Prudhomme				DATE	Voucher No.			<b>TOTAL AMOUNT PAID</b>
								<b>\$6,000.00</b>
AUTHORIZED AGENT FOR WSDOT				DATE				

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
PO Box 47338  
Olympia WA 98504-7338

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

**Document Title: Temporary Easement**  
**Reference Number of Related Documents: None**  
**Grantor: City of McCleary, a Municipal Corporation**  
**Grantee: State of Washington, Department of Transportation**  
**Legal Description: Ptn. SW ¼ S11, T18N, R5WWM**  
**Additional Legal Description is on Page 3 & 4 of Document.**  
**Assessor's Tax Parcel Number: 618051134006 & 618051134005**

### TEMPORARY EASEMENT

SR 108, McCLEARY – WEST GRAYS HARBOR COUNTY

The Grantor CITY OF MCCLEARY, A MUNICIPAL CORPORATION, for and in consideration of the sum of TEN and NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants unto the State of Washington, acting by and through its Department of Transportation, and its assigns, Grantee under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the temporary right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of placing personnel, materials, equipment and machinery on said lands and providing a work area for adjacent construction related and plant re-establishment activities for a bridge scour repair project at any and all times from the date hereof. The temporary rights herein granted shall terminate on September 30, 2018.

Said lands being situated in Grays Harbor County, State of Washington, and described as follows:

For legal description and additional conditions  
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this temporary easement is hereby tendered

RES-325  
Revised 06/10

Page 1 of 4 Pages

FA No. BH 0108(007)  
Project No. C10808A  
Parcel No. 3-10509

**TEMPORARY EASEMENT**

and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Date: \_\_\_\_\_, 2013

Accepted and Approved

City of McCleary, a Municipal Corporation

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
D. Gary Dent, Mayor

By: \_\_\_\_\_  
Mark L. Ellis, Olympic Region  
Real Estate Services Manager

Date \_\_\_\_\_, 2013

STATE OF WASHINGTON )  
: ss  
COUNTY OF GRAYS HARBOR)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013 before me personally appeared **D. Gary Dent** to me known to be the duly elected and qualified Mayor of the City of McCleary, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and easement of said City, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument by resolution of the Mayor and City Commissioners of said City, and that the seal affixed is the official seal of said City.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the State of \_\_\_\_\_

Washington, residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**TEMPORARY EASEMENT**

**EXHIBIT A**

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 36+93± on the SR 108 line survey of SR 108, McCLEARY- WEST GRAYS HARBOR COUNTY and 30 feet Southerly therefrom, said point being on the Southeast line of said Parcel A; thence North, to a point opposite HES 36+95± and 125 feet North therefrom, said point being on the West line of said Parcel A; thence West, parallel with said line survey, to a point opposite HES 39+00± thereon, said point being on the West line of said Parcel A, thence South to a point opposite said HES 30 feet North therefrom, thence Easterly parallel with said line survey to the point of beginning.

**PARCEL A:**

**Tract 1**

That portion of the Southeast Quarter of the Southwest Quarter of Section 11, Township 18 North, Range 5 West of the Willamette Meridian, described as follows:

Beginning at intersection of the East line of said subdivision with the North line of Olympic Hwy;  
Thence West along said North Highway line 285 feet;  
Thence North 484 feet, more or less, to the South line of Ash Street, as platted in Third Addition to the Townsite of McCleary, as per plat recorded in Volume 6 of Plats, page 56, records of Grays Harbor County, produced West;  
Thence East along said produced South line of said Ash Street, 285 feet, more or less, to the East line of said subdivision;  
Thence South, along said East line of said subdivision to the true point of beginning;  
Situated in the County of Grays Harbor, State of Washington.

**Tract 2**

That portion of the Southeast Quarter of the Southwest Quarter of Section 11, Township 18 North, Range 5 West of the Willamette Meridian, described as follows:

Beginning at a point on the Olympic Highway 285 feet West of the Southeast corner of said subdivision;

**TEMPORARY EASEMENT**

Thence West on the North line of said Highway 208 feet;  
Thence North 416 feet;  
Thence East parallel with the North line of said Highway 208 feet;  
Thence South 416 feet to the true point of beginning  
Situated in the County of Grays Harbor, State of Washington.

The easement herein described contains an area of 19,570 square feet, more or less, the specific details concerning all of which are to be found on sheets 3 of that certain plan entitled SR 108, McCLEARY – WEST GRAYS HARBOR COUNTY., now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval August 21, 1936, revised February 14, 2013.

Grantor's Initials

1

DATE	BY	REVISION
July 36	...	...
Apr. 36	...	...

Drawn by D.C.M.  
 Checked by J.C. B...  
 Approved by J.W. ...

DATE	BY	REVISION
...	...	...

DATE	BY	REVISION
...	...	...

WSDOT Construction Easement (Tab K)

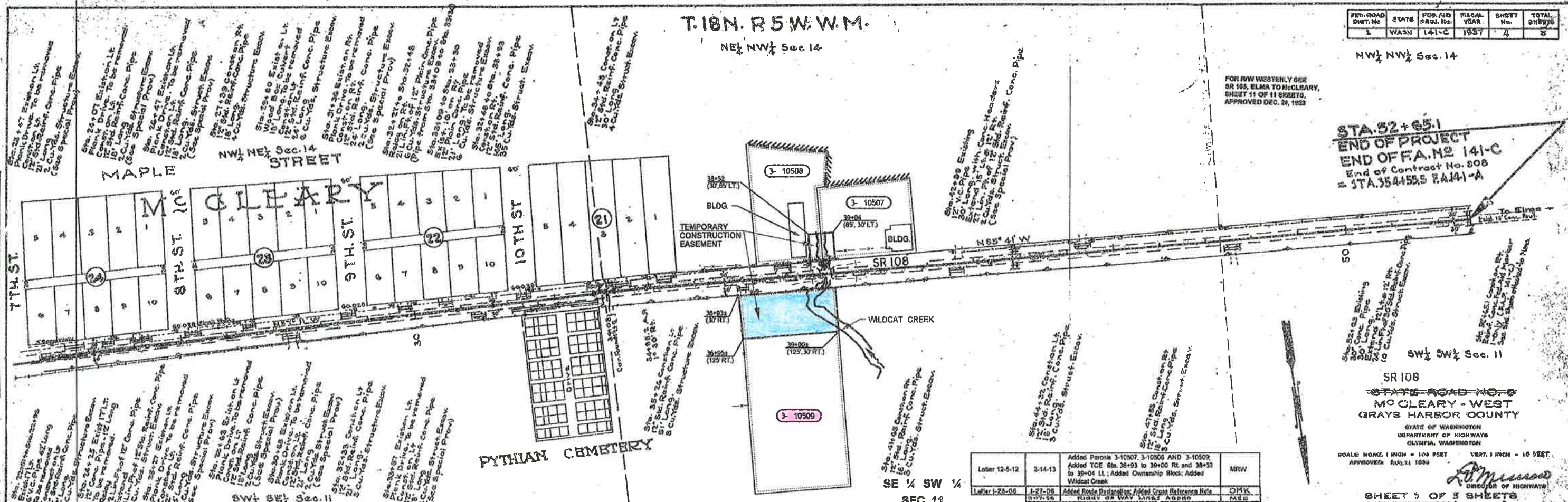
T. 18N. R. 5W. W.M.  
 NE 1/4 NW 1/4 Sec 14

PRO. ROAD DIST. No.	STATE	PRO. AID PROJ. No.	FISCAL YEAR	SHEET No.	TOTAL SHEETS
1	WASH	141-C	1957	4	5

NW 1/4 NW 1/4 Sec. 14

FOR RW WESTERLY SEE SR 108 ELMA TO MCCLARY, SHEET 11 OF 11 SHEETS, APPROVED DEC. 24, 1952

STA. 52+65.1  
 END OF PROJECT  
 END OF F.A. NO. 141-C  
 End of Contract No. 808  
 = STA. 354+55.5 P.A. 1-A



SR 108  
 STATE ROAD NO. 8  
 MCCLARY - WEST  
 GRAYS HARBOR COUNTY

SCALE: HORIZ. 1 INCH = 100 FEET VERT. 1 INCH = 10 FEET  
 APPROVED AUG. 11 1959

SHEET 3 OF 5 SHEETS  
 CONTRACT NUMBER 2714

Letter 12-5-12	2-14-13	Added Parole 3-10507, 3-10508 AND 3-10509. Added TCE Sta. 35+93 to 39+00 Rt and 39+52 to 39+04 Lt.; Added Ownership Block; Added Wildcat Creek.	MRW
Letter 1-23-05	1-27-05	Added Parole Disposition; Added Grant Reference Note; Added or Way Line; Added Revision	DMK MEE BY

TEMPORARY CONSTRUCTION EASEMENT  
 A CALCULATED

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT
3-10509	CITY OF MCCLARY	Δ 87,120			● 19,970
3-10508	BEHAVIORAL HEALTH RESOURCES	Δ 36,291			● 1,430
3-10507	LAKE	Δ 31,009			● 1,430

TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.  
 ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.



108-3 RW SR 8 / 12

**STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: July 17, 2013  
Re: EEI Bilateral Request

---

Our Energy Efficiency Incentive (EEI) budget is dictated by Bonneville Power Administration (BPA). The basic way the program works is we invoice BPA for conservation work done in our service area and BPA reimburses us for the invoiced amount. Since this program is driven by BPA, who uses the federal fiscal calendar, the fiscal year for this program ends September 30, 2013. This means that come September 30, 2013, any un-invoiced EEI dollars disappear.

We are currently projecting \$30,000 will be un-invoiced at the end of the federal fiscal year. To make certain we do not lose this money, we have worked with Seattle City Light to facilitate a "Bilateral Transfer". What this means is that we will give Seattle City Light \$30,000 of our EEI budget (that they can invoice BPA for) on August 2<sup>nd</sup>, 2013 and they will give us \$30,000 for our EEI budget on October 1, 2013. This means that we will be able to use this money from October 1, 2013 to September 30, 2015 for EEI related activities.

To put this in perspective, our estimated fiscal year (FY) 14 and 15 EEI budget is estimated to be \$62,000. With this Bilateral Transfer, our FY 14&15 budget will be \$92,000, a 50% increase over the planned amount.

In the event we have additional conservation projects that will push us over our FY13 budget, we will wait to invoice those projects in FY14 and will experience no net loss.

To accomplish this, the City must execute the two attached documents. Seattle City Light plans on signing two original copies of each document attached. It is anticipated that they will send the documents Monday or Tuesday. Once we receive the documents, and Council has authorized the transfer, they can be executed by the City to complete the process.

**Staff Recommendation:**

This is a no net loss scenario for us. All this means is that we MAY not be able to invoice work for August and September (depending on how much conservation work is done). In return we are increasing our EEI budget by almost 50% for the next biennium.

**Action Requested:**

Please consider authorizing the City to execute the Bilateral Transfer Agreement forms attached.

## Bilateral Transfer Request and Attestation

This form is to be used to request a utility-to-utility transfer of EEI funds. Please complete all necessary fields below.

### Required Fields Source Utility

Source Utility Customer Name:

Amount of Bilateral Transfer:

Requested Effective Date of Transfer:

Authorized Representative Name:

Authorized Representative Signature: \_\_\_\_\_

Date of Signature:

### Required Fields Recipient Utility

Recipient Utility Customer Name:

Authorized Representative Name:

Authorized Representative Signature: \_\_\_\_\_

Date of Signature:

By submitting this form, the Source and Recipient Utility Customer (Utility Customer) representatives warrant that: 1) each respective representative has the authority to initiate a bilateral transfer; 2) each approves this transfer request; and, 3) neither Utility Customer has received or given anything of value for this transfer, pursuant to and save for the exceptions in the Implementation Manual.

### Limitations on Bilateral Transfer Requests

BPA will process bilateral transfers as requested, provided that on the effective date of the transfer and net of invoices submitted to BPA, the Source Utility Customer has sufficient Implementation Budget to satisfy the request. If, on the requested effective date, there is insufficient Implementation Budget from the Source Utility Customer to execute the request, BPA will notify the Source Utility Customer and the Recipient Utility Customers. The two Utility Customers may choose to refine and resubmit an amended Bilateral Transfer Request.

BPA will accept, hold and process Bilateral Transfer Requests on the effective date, so long as the effective date is no more than two years from the signature date of the request (e.g. for a period no longer than one rate period).



## Bilateral Transfer Request and Attestation

This form is to be used to request a utility-to-utility transfer of EEI funds. Please complete all necessary fields below.

### Required Fields Source Utility

Source Utility Customer Name:

Amount of Bilateral Transfer:

Requested Effective Date of Transfer:

Authorized Representative Name:

Authorized Representative Signature: \_\_\_\_\_

Date of Signature:

### Required Fields Recipient Utility

Recipient Utility Customer Name:

Authorized Representative Name:

Authorized Representative Signature: \_\_\_\_\_

Date of Signature:

By submitting this form, the Source and Recipient Utility Customer (Utility Customer) representatives warrant that: 1) each respective representative has the authority to initiate a bilateral transfer; 2) each approves this transfer request; and, 3) neither Utility Customer has received or given anything of value for this transfer, pursuant to and save for the exceptions in the Implementation Manual.

### Limitations on Bilateral Transfer Requests

BPA will process bilateral transfers as requested, provided that on the effective date of the transfer and net of invoices submitted to BPA, the Source Utility Customer has sufficient Implementation Budget to satisfy the request. If, on the requested effective date, there is insufficient Implementation Budget from the Source Utility Customer to execute the request, BPA will notify the Source Utility Customer and the Recipient Utility Customers. The two Utility Customers may choose to refine and resubmit an amended Bilateral Transfer Request.

BPA will accept, hold and process Bilateral Transfer Requests on the effective date, so long as the effective date is no more than two years from the signature date of the request (e.g. for a period no longer than one rate period).

## **STAFF REPORT**

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: July 17, 2013  
Re: Well 2/3 Progress Estimate No. 9

---

Attached you will find a copy of Progress Estimate No. 9 for the Wellfield Improvements Project. As usual, included with this Progress Estimate is a summary of work performed during the progress estimate time period.

### **Action Requested:**

Please authorize payment of Progress Estimate No. 9 to Award Construction in the amount of \$91,693.48 and deposit \$4,433.92 into the retainage account.



# Gray & Osborne, Inc.

CONSULTING ENGINEERS

July 17, 2013

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

SUBJECT: PROGRESS ESTIMATE NO. 9, WELL FIELD IMPROVEMENTS  
PROJECT  
CITY OF MCCLEARY, GRAYS HARBOR COUNTY, WASHINGTON  
G&O #11551.01

Dear Mr. Bird:

We have enclosed two copies of Progress Estimate No. 9 for this project. Also enclosed is a summary of the work performed to date. The total amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$91,693.48	\$4,433.92	\$57,039.43

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

Very truly yours,

GRAY & OSBORNE, INC.

Joe Plahuta, P.E.

JP/sp  
Encl.

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

**PROGRESS ESTIMATE NO. 9**  
**JULY 16, 2013**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 JUNE 11, 2013 TO JULY 12, 2013

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

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

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	
1	Mobilization, Cleanup and Demobilization	1 LS	\$60,000.00	75.00%	0.00%	\$45,000.00	\$0.00	75%
2	Minor Changes	1 CALC	\$5,000.00	95.19%	20.09%	\$4,759.30	\$1,004.30	95%
3	Demolition	1 LS	\$13,500.00	100.00%	0.00%	\$13,500.00	\$0.00	100%
4	Locate Existing Utilities	8 EA	\$300.00	9	0	\$2,700.00	\$0.00	113%
5	Trench Excavation Safety System	1 LS	\$80.00	100.00%	0.00%	\$80.00	\$0.00	100%
6	Excavation, Backfill, Compaction and Grading	1 LS	\$11,600.00	100.00%	5.00%	\$11,600.00	\$580.00	100%
7	Special Excavation of Unsuitable Material	25 CY	\$65.00	0	0	\$0.00	\$0.00	0%
8	Erosion Control	1 LS	\$15,000.00	90.00%	0.00%	\$13,500.00	\$0.00	90%
9	Railroad Borings	1 LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
10	Foundation Gravel	75 CY	\$60.00	35	0	\$2,100.00	\$0.00	47%
11	Gravel Borrow	225 TN*	\$22.50	223	0	\$5,017.50	\$0.00	99%
12	Crushed Surfacing Top Course	250 TN	\$34.00	192	0	\$6,528.00	\$0.00	77%
13	Quarry Spalls	5 CY	\$120.00	1	0	\$120.00	\$0.00	20%
14	Commercial HMA	25 TN	\$135.00	25	0	\$3,375.00	\$0.00	100%
15	Topsoil	150 CY	\$38.00	45	0	\$1,710.00	\$0.00	30%
16	Hydroseeding	800 SY	\$1.10	667	0	\$733.70	\$0.00	83%
17	Operations Building	1 LS	\$180,000.00	98.00%	0.00%	\$176,400.00	\$0.00	98%
18	Existing Well No. 3 Building Modifications	1 LS	\$56,000.00	50.00%	25.00%	\$28,000.00	\$14,000.00	50%
19	Replace Well No. 2 Pump	1 LS	\$70,000.00	100.00%	0.00%	\$70,000.00	\$0.00	100%
20	Replace Well No. 3 Pump	1 LS	\$66,000.00	75.00%	75.00%	\$49,500.00	\$49,500.00	75%
21	Pyrolusite Treatment System	1 LS	\$110,000.00	100.00%	0.00%	\$110,000.00	\$0.00	100%
22	Sodium Hypochlorite Feed System	1 LS	\$31,000.00	100.00%	0.00%	\$31,000.00	\$0.00	100%
23	Potassium Permanganate Feed	1 LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
24	Piping, Valves and Appurtenances	1 LS	\$211,000.00	98.00%	0.00%	\$206,780.00	\$0.00	98%
25	Electrical, Telemetry and Instrumentation	1 LS	\$276,000.00	95.00%	0.00%	\$262,200.00	\$0.00	95%
*Per Change Order No. 1, the contract quantity of gravel borrow has changed from 450 tons to 225 tons.								
<b>CHANGE ORDERS:</b>								
CO1								
	Install Additional Pipe	1 LS	\$4,413.42	100.00%	0.00%	\$4,413.42	\$0.00	100%
	Materials Testing and Segregation	1 LS	\$1,821.70	100.00%	0.00%	\$1,821.70	\$0.00	100%
	Generator Conduits	1 LS	\$2,328.29	100.00%	0.00%	\$2,328.29	\$0.00	100%
	Relocate Discharge Line	1 LS	(\$706.38)	100.00%	0.00%	(\$706.38)	\$0.00	100%
	Well No. 2 Rehabilitation							
	Change Well Casing Extension from 12" to 20"	1 LS	\$1,210.00	100.00%	0.00%	\$1,210.00	\$0.00	100%
	Sonar Jetting the Well Screen	1 LS	\$3,891.15	100.00%	0.00%	\$3,891.15	\$0.00	100%
	Well Cleanup	16 HR	\$302.50	27	0	\$8,167.50	\$0.00	169%

**PROGRESS ESTIMATE NO. 9**  
**JULY 16, 2013**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 JUNE 11, 2013 TO JULY 12, 2013

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

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

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	
CO2						\$0.00	\$0.00	
	Raise Building Elevation	1 LS	\$700.65	100.00%	0.00%	\$700.65	\$0.00	100%
	Install Additional Fitting Well No. 3 Rehabilitation	1 LS	\$889.65	100.00%	0.00%	\$889.65	\$0.00	100%
	Well Cleanup	27 HR	\$302.50	26.5	26.5	\$8,016.25	\$8,016.25	98%
	Post Cleaning Video Inspection	1 LS	\$825.00	100.00%	100.00%	\$825.00	\$825.00	100%
CO3								
CO4	Recommission Well No. 1 and Demolish Building	1 LS	\$9,875.00	100.00%	0.00%	\$9,875.00	\$0.00	100%
CO5	Install New Well Screen on Well No. 3	1 LS	\$13,678.50	100.00%	100.00%	\$13,678.50	\$13,678.50	100%
	Install New Sheeting on Well No. 3 Building	1 LS	\$3,864.95	100.00%	100.00%	\$3,864.95	\$3,864.95	100%
	Credit for Less Siding Replacement	1 LS	(\$2,790.59)	100.00%	100.00%	(\$2,790.59)	(\$2,790.59)	100%

**PROJECT COSTS**

	AMOUNT TO DATE	AMOUNT THIS PERIOD
<b>TOTAL EARNED TO DATE</b>	\$1,140,788.59	\$88,678.41
<b>SALES TAX</b>	8.40%	\$7,448.99
<b>MATERIALS ON HAND (INCLUDING SALES TAX)</b>	\$0.00	\$0.00
<b>TOTAL WITH SALES TAX (Incl. Materials on Hand)</b>	\$1,236,614.84	\$96,127.40
<b>LESS 5% RETAINED (BEFORE TAX)</b>	\$57,039.43	\$4,433.92
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>	<b>\$1,179,575.40</b>	

<b>ORIGINAL CONTRACT AMOUNT</b>	\$1,182,885.00
<b>CONTRACT AMOUNT WITH CHANGE ORDERS 1-4</b>	\$1,216,078.48
<b>CONTRACT PERCENTAGE TO DATE</b>	94%

PROGRESS ESTIMATE NO. 1	\$157,255.89
PROGRESS ESTIMATE NO. 2	\$303,871.80
PROGRESS ESTIMATE NO. 3	\$220,704.20
PROGRESS ESTIMATE NO. 4	\$64,904.18
PROGRESS ESTIMATE NO. 5	\$98,431.94
PROGRESS ESTIMATE NO. 6	\$139,310.82
PROGRESS ESTIMATE NO. 7	\$35,288.35
PROGRESS ESTIMATE NO. 8	\$68,114.75
<b>TOTAL PAYMENT NOW DUE:</b>	<b>\$91,693.48</b>

**PROGRESS ESTIMATE NO. 9**  
**JULY 16, 2013**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 JUNE 11, 2013 TO JULY 12, 2013

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

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

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

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

GRAY & OSBORNE, INC.

AWARD CONSTRUCTION, INC.




JOE BLAHUTA, P.E.

CONTRACTOR'S REPRESENTATIVE

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES		MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
			TAX RATE	SALES TAX AMOUNT			
1.	SEPTEMBER 4, 2012 TO SEPTEMBER 28, 2012	\$152,085.00	8.40%	\$12,775.14	\$0.00	\$7,604.25	\$157,255.89
2.	SEPTEMBER 29, 2012 TO OCTOBER 31, 2012	\$293,879.88	8.40%	\$24,685.91	\$0.00	\$14,693.99	\$303,871.80
3.	NOVEMBER 1, 2012 TO NOVEMBER 30, 2012	\$213,447.00	8.40%	\$17,929.55	\$0.00	\$10,672.35	\$220,704.19
4.	DECEMBER 1, 2012 TO DECEMBER 31, 2012	\$62,770.00	8.40%	\$5,272.68	\$0.00	\$3,138.50	\$64,904.18
5.	JANUARY 1, 2013 TO JANUARY 31, 2013	\$95,195.30	8.40%	\$7,996.41	\$0.00	\$4,759.77	\$98,431.94
6.	FEBRUARY 1, 2013 TO FEBRUARY 28, 2013	\$134,730.00	8.40%	\$11,317.32	\$0.00	\$6,736.50	\$139,310.82
7.	MARCH 1, 2013 TO APRIL 30, 2013	\$34,128.00	8.40%	\$2,866.75	\$0.00	\$1,706.40	\$35,288.35
8.	MAY 1, 2013 TO JUNE 10, 2013	\$65,875.00	8.40%	\$5,533.50	\$0.00	\$3,293.75	\$68,114.75
9.	JUNE 11, 2013 TO JULY 12, 2013	\$88,678.41	8.40%	\$7,448.99	\$0.00	\$4,433.92	\$91,693.48
<b>TOTAL:</b>		\$1,140,788.59		\$95,826.25	\$0.00	\$57,039.43	\$1,179,575.40

## Summary of Work Performed

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

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

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

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

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

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

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

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

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

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

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



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

*Progress Estimate No. 6 (February 1, 2013 through February 15, 2013)*

- All painting has been completed in the Well No. 2 building.
- The exterior of the CMU block wall was acid washed.
- The exterior of the CMU wall was sealed.
- All electrical work in the Well No. 2 building (less installation of the MCC), has been completed.

*Progress Estimate No. 7 (February 16, 2013 through April 30, 2013)*

- The MCC was delivered and installed in the operations building.
- 192 tons of crushed surfacing was placed to grade around the operations building.
- All wiring has been completed in the operations building.

*Progress Estimate No. 8 (May 1, 2013 through June 10, 2013)*

- The operations building has been completed. However, floor mats still need to be provided by Award to remedy the slab drainage issue.
- Well No. 2, the chemical feed system, and the ATEC filter system have been started up and are running.
- Interior demolition work has been completed at Well No. 3.
- The two new 2x8 beams were installed in the Well No. 3 building.
- The existing roofing on the Well No. 3 building has been removed.
- The Well No. 3 casing and screen have been cleaned by Hokkaido drilling.
- All electrical work excepting connections to the Well Pump and HVAC equipment have been completed at Well No. 3.

*Progress Estimate No. 9 (June 11, 2013 through July 12, 2013)*

- The pump pier for Well No. 3 was poured around the existing well casing.
- A new stainless steel well screen was fabricated and set in Well No. 3.
- The Well No. 3 well pump was installed.
- The cost to add a phone line and conduit between the control panel and the HMI computer (\$894.30) was included in minor changes. \$110 to account for a change

in the cost of video inspection services was also included under minor changes for a total payment of \$1004.30 under the minor changes line item.

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REAFFIRMING THE MORATORIUM UPON MEDICAL MARIJUANA COLLECTIVE GARDENS AND DISPENSARIES AND EXTENDING THAT MORATORIUM TO OTHER ESTABLISHMENTS INVOLVED IN THE SALE, MANUFACTURING, DISTRIBUTION, OR USE OF MARIJUANA, AND DIRECTING THE SETTING OF A PUBLIC HEARING.

1. ESSSB 5073, effective on July 22, 2011, amended the Medical Cannabis Act, Chapter 69.51A RCW, and authorized, at RCW 69.51A.085, the creation of and participation in "collective gardens for the purpose of producing, processing, transporting, and delivering cannabis for medical use" subject to certain conditions.

2. State law acknowledges the needs of persons suffering from debilitating or terminal conditions and the benefits that some qualifying patients experience from the medical use of cannabis.

3. Moratoria adopted pursuant to the authority of applicable law are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development. The City has exercised that authority as to collective gardens and dispensaries through the adoption of prior ordinances which are currently in effect imposing moratoriums on both activities.

ORDINANCE -A- 1  
07/02/2013  
DG/le

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

4. RCW 69.51A.140 authorizes cities to adopt and enforce health and safety requirements related to cannabis, including medical cannabis, within their jurisdictions.

5. Initiative 502, passed at the November 2012 General Election and effective on December 6, 2012, directs the Washington State Liquor Control Board to develop rules and regulations to determine the number of producers by county, and to develop licensing and other regulatory measures for producing, processing, and selling marijuana for non-medical purposes.

6. As has been referenced in prior discussions, the Washington State Liquor Control Board is developing such rules, which must be completed and implemented no later than December 1, 2013. The City continues to be concerned both that marijuana-related land uses could become established within the corporate limits that would be inconsistent with or conflict with the final Liquor Control Board rules or that could undermine the objectives and goals the Council and Mayor have for the City.

7. While the matter is apparently under review, it is clear the use, possession, and delivery of marijuana remains a violation of federal law under the Controlled Substances Act. The U.S. Department of Justice has not yet announced the position of the federal government on Washington's legalization of recreational marijuana or on Washington's laws regarding medical marijuana collective gardens. Further, the City has been informed the Washington State Department of Health has confirmed

**ORDINANCE -A- 2**  
**07/02/2013**  
dg/le

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

that medical marijuana dispensaries are illegal under current state law.

8. By adoption of this Ordinance, there is no attempt to shield medical marijuana users from arrest under state or federal law nor shield any person, entity, or establishment involved in the use, production, processing, or distribution of marijuana from any other legal requirements.

9. The siting and location of facilities growing or dispensing marijuana has been and remains a significant public safety matter. This concern is shown by Initiative 502's requirement that the Liquor Control Board's rules must determine the maximum number of retail outlets that may be licensed in any specific county, and Initiative 502's requirement that one thousand foot buffers exist between licensed marijuana retailers and any school grounds, playground, recreation center or facility, child care center, public park, library, public transit center, or any game arcade which is open to persons under age twenty-one.

10. Additional time is needed to study existing and potential impacts from land uses associated with marijuana. Such land use and public safety issues include, but are not limited to, appropriate signage, taxes, licensing, applicable building codes, location restrictions, density, spacing requirements between marijuana-associated uses, appropriate zones for growing,

manufacturing and distribution, and separation from schools and other facilities where children are present.

11. Based upon information provided to the Council and Mayor, the City has legitimate concerns that marijuana-associated land uses have a higher than average potential for burglary and other crimes, and such concerns need to be evaluated in greater detail before determining appropriate land use controls. The impacts which may arise include the following:

A. Conversion of residential uses into marijuana cultivation and processing facilities, removing valuable housing stock in a community.

B. Increased night-time traffic; parking issues; loitering from potential purchasers looking to buy from a collective member.

C. Environmental damages from chemicals being discharged into surrounding and off-site soil and storm and sanitary sewer systems.

D. Risk of fire hazard due to overloaded service connections used to operate grow lights and fans.

E. Improper ventilation leading to high levels of moisture and mold.

F. As was reported in the July 1, 2013, edition of *The Daily Olympian*, illegal structural modifications.

G. Other criminal issues including home invasions, burglaries of medical marijuana facilities, theft, and property damage.

12. The City desires to insure that its regulation of the covered activities will take into consideration the rules and regulations issued by the Liquor Control Board. Since those will not be finalized until at least December, 2013, the City will need at least a six-month period to conduct an appropriate analysis and to develop appropriate provisions regulating these activities.

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

SECTION I: Moratorium. Pursuant to the provisions of this ordinance, a moratorium is imposed upon and any existing moratorium is extended upon the following actions or activities:

A. The submission, acceptance, processing, or approval of any permit applications or licenses by or for marijuana collective gardens, as described in RCW 69.51A.085, or providers, as described in RCW 69.51A.040, and any other establishments involved in the sale, use, growing, manufacture, or processing of marijuana, including but not limited to performance spaces, private clubs, open-to-the-public night clubs, cabarets, taverns, or similar establishments.

B. The creation by an owner or operator of any land or building of any new use of such land or buildings for the sale,

**ORDINANCE -A- 5**  
**07/02/2013**  
DG/le

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

use, growing, distribution, manufacturing, or processing of marijuana.

C. Collective Gardens as described in RCW 69.51A.085 being a part of or connected to any other type of land use, including but not limited to, performance spaces, private smoking or use clubs, open-to-the-public night clubs, cabarets, taverns, and similar establishments.

SECTION II: Duration. The moratorium adopted by this Ordinance is effective immediately upon adoption and shall remain in effect for six (6) months from the date of adoption, unless subsequently extended by the Council pursuant to state law: PROVIDED THAT, moratorium implemented pursuant to the provisions of Ordinance Numbers 782 and 793 shall be deemed extended by the provisions of this ordinance to the same termination date.

SECTION III: Severability. 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: Effective Date. This Ordinance shall take effect immediately upon adoption.

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 \_\_\_\_\_, 2013, by the City Council of the City of McCleary, and signed in approval thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF McCLEARY:

\_\_\_\_\_  
D. GARY DENT, Mayor

ATTEST:

\_\_\_\_\_  
WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
DANIEL O. GLENN, City Attorney

**ORDINANCE -A- 7**  
**07/02/2013**  
DG/1\*

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

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 \_\_\_\_\_, 2013, by WENDY COLLINS.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at:  
My appointment expires:

ORDINANCE -A- 8  
07/02/2013  
DC/le

CITY OF McCLEARY  
100 SOUTH 3RD STREET  
McCLEARY, WASHINGTON 98567

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING AN INTERFUND  
TRANSFER OF PROPERTY.****R E C I T A L S:**

1. Currently, the real property described below, historically referred to as the Float Shed Property, is held as an asset in the Current Expense/General Government.

2. It has been determined that, while it is no longer needed for the operations of the activities within General Government, the Light and Power operations of the City has need of the property for a variety of uses, including storage of inventory.

3. It is found appropriate to effectuate a transfer of the property to the Light and Power Fund. A valuation was developed by a local realtor indicating that, taking into consideration all factors, the fair market value of the property was in the range of Ninety Thousand Dollars (\$90,000.00). However, since that time, the structure upon the property has been deemed unsafe for occupancy and thus the valuation is subject to adjustment due to the potential cost of demolishing the existing building.

**RESOLUTION -A- 1**  
**07/18/2013**  
DG/1e

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

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

SECTION I: Subject to compliance with the terms set forth, the following shall be implemented:

A. The Light & Power Fund (Light & Power fund, BARS # 401 594 33 62 00 - Capital Outlay Building) shall transfer to the fund set out below the sum of \$\_\_\_\_\_. In exchange, it shall receive the ownership of the property which shall thereafter be reflected as an asset of that Fund.

B. In recognition of the transfer of the referenced sum to the Current Expense Fund, BARS # 001 395 10 04 01, the records shall be modified to reflect the transfer of the below described property out of the assets held in the Current Expense Fund:

Property Address: 721 Simpson Avenue

Parcel No: 063002200100

Abr. Legal: MC 2ND LOTS 1 & 2 & ½ VAC ST ADJ BLK 22.

SECTION II: If determined to be necessary, upon transfer of the referenced moneys, the Mayor and Clerk-treasurer are authorized to execute any documents necessary to effectuate this transfer.

**RESOLUTION -A- 2**  
**07/18/2013**  
DG/le

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

PASSED THIS \_\_\_\_\_ DAY OF JULY, 2013, by the City Council of the City of McCleary, and signed in authentication thereof this \_\_\_\_\_ day of July, 2013.

CITY OF McCLEARY:

\_\_\_\_\_  
D. GARY DENT, Mayor

ATTEST:

\_\_\_\_\_  
WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
DANIEL O. GLENN, City Attorney

**RESOLUTION -A- 3**  
**07/18/2013**  
DG/le

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

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RELATING TO GOVERNMENTAL OPERATIONS, AUTHORIZING THE CLERK-TREASURER TO UNDERTAKE A CONTINUING REVIEW OF ALLOCATION OF PERSONNEL AND CAPITAL EXPENDITURES AMONG DEPARTMENTS.

## R E C I T A L S:

1. Given the City's size, it is not infrequent that a staff member provides services to more than one department of the City. The same is true as to capital purchases for such items as equipment.

2. Over the years, the Clerk-treasurer, after consultation with the Mayor and department heads, has carried forth allocations within the budget based upon the information available at the time.

3. The Council and Mayor have received a recommendation from the Clerk-treasurer, as part of her review of the budgeting process and the consideration by her of a finding issued to another City by the Office of the State Auditor, that all would benefit by a more formal policy in relation to such allocations. The Council and Mayor find that recommendation appropriate.

RESOLUTION -B- 1  
07/18/2013  
DG/le

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

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

SECTION I: The Clerk-treasurer, after consultation with the respective department heads, is authorized to implement a continuing personnel allocation review for use in allocation of personnel costs between budgetary funds. The process shall be developed by the Clerk-treasurer who shall provide the Mayor and Council with a summary of the policy. The Policy shall contain at least the following elements:

A. Existing staff levels within each department shall be subject to review annually, whether during the budgetary process or at such other time as the Mayor deems appropriate. This review shall include requiring factual justification of any request for increased staffing by a Department Head.

B. No less often than every other year, the fiscal allocation of personnel costs between departments as to shared staff members shall be reviewed to insure that the allocation as to cost/benefit for each department is properly reflected in the budgetary allocation. This allocation shall be based upon such factors as are determined appropriate, including the analysis of a time utilization breakdown for no less than three random weeks chosen by the Clerk-treasurer based upon a time sheet certified as correct by the Department Head for each of those weeks.

**RESOLUTION -B- 2**  
**07/18/2013**  
DG/1a

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

C. The allocations developed by the Clerk-treasurer shall be provided to the Mayor and Council prior to implementation and be subject to modification by action of the Council. In the absence of any modification, the allocations shall be utilized for all appropriate purposes.

PASSED THIS \_\_\_\_\_ DAY OF JULY, 2013, by the City Council of the City of McCleary, and signed in authentication thereof this \_\_\_\_\_ day of July, 2013.

CITY OF McCLEARY:

\_\_\_\_\_  
D. GARY DENT, Mayor

ATTEST:

\_\_\_\_\_  
WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
DANIEL O. GLENN, City Attorney