



# McCleary City Council

## PROPOSED AGENDA

**March 9, 2011**

### 7:00 Council Meeting

Flag Salute  
Roll Call  
Minutes (Tab A)  
Public Comment  
Mayor's Report

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

Old Business: Float Shed (Tab E)

New Business: Long Term Firm Agreement (BPA) (Tab F)  
TSS Violation (WWTP) (Tab G)  
Building Department Schedule (Tab H)  
Clarification on Res. 625 (Tab I)  
Authorization to Issue Request for Proposal for Billing Software (Tab J)  
Aberdeen Interlocal Agreement (Tab K)  
GA Surplus Agreement (Tab L)  
Substation Work (Tab M)  
Progress Estimate #4 for Reservoir and Project Closeout (Tab N)  
Repayment Plan for Outstanding Customer Debts (Tab O)

Ordinances:

Resolutions:

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

**CITY OF MCCLEARY**  
**Regular City Council Meeting**  
**Wednesday, February 09, 2011**

REGULAR MEETING	Called to order by Mayor Dent.
FLAG SALUTE	The meeting was called to order at 7:00 PM with the Flag Salute.
ROLL CALL	Councilmember's Boling, Geer, Lant, Schiller, and Ator. All present.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Dan Glenn, Wendy Collins, Nick Bird, Todd Baun, George Crumb, Mick Schlenker, Jennie Reed and Jon Hinton.
MINUTES APPROVED	<b>It was moved by Councilmember Boling, seconded by Councilmember Geer to approve the minutes as written. Motion Carried.</b>
PUBLIC COMMENT	None.
MAYOR'S REPORT DEPARTMENT OF CORRECTIONS	The Department of Corrections performed an onsite visit to the three potential sites the City submitted for a new reception center. In addition, they brought architects, a biologist and other individuals, totaling nine people, that are part of their site team. Mayor Dent extended a public thank you to Pauline Martin from Subway and to the Rain Country Restaurant for arranging sticky buns for the attendees of the visit and they were a big hit. The DOC is moving rapidly and are working toward eliminating sites from 15 to 3 by March. The perception after the visit was that one of our sites rated as a strong contender. The City was informed that Grays Harbor County is not under the Growth Management Plan. This could save money for the DOC and would make our sites more desirable. Community feedback has been positive, Mayor Dent stated. Jon Hinton from Gray & Osborne said both Nick Bird and Todd Baun did a good job during the presentation and site visit.
LEOFF1 UPDATE	The Mayors in Grays Harbor County, which have LEOFF1 retirees, signed a letter in support of the LEOFF1 Board adopting standards for in-home care and also, supported the option for cities to obtain second opinions on whether a retiree will be best cared for by an in-home care provider or an in-facility care option. In addition, the LEOFF1 Board is questioning one of the caretakers who cares for a retiree of the City of McCleary. They are asking the caretaker to provide her current registered nursing certificate because she has been requesting an additional \$400 a month more than the other two caretakers on the basis that she is a registered nurse. The Board has reason to believe her certificate expired many years ago and was never renewed.
SOFTWARE UPDATE	As previously discussed, Vision Software has not provided all modules as contractually promised. Mayor Dent and Clerk-Treasurer Collins had a conference call with the principals of Vision Software today to discuss the issues presented. Unfortunately, they did not provide any satisfactory reasons for the constant delays and Mayor Dent has decided to move forward in terminating the contract with them. The City will now need to move forward with the request for proposal process.
BILLING CORRECTIONS	The City is still working on cleaning up billing issues on certain accounts where the multiplier calculations were not entered correctly into the billing system. There is one large business, which the Mayor was not going to name publicly, that had an incorrect multiplier for many years. Mayor Dent instructed the Utility Billing Accountant to make the correction to the billing system. Customer was notified by letter of the error and that the City would be contacting them to discuss the correction and the hospital's liability. Current employees are trying to correct these issues.
SUBSTATION MAINTENANCE	The substations have not been regularly maintained. Our crews handle the lines but there are other maintenance tasks, which our staff is not specialized in. Cost has been a significant issue as to why the tasks have not moved forward. Mayor Dent authorized staff to contact an appropriate company to provide maintenance on these tasks.

CITY ATTORNEY REPORT

Dan Glenn reported on a new bill that has been introduced in both houses that mandates all municipal court judges be chosen by election. The City of McCleary Court appoints a judge for a four-year term. The currently appointed judge is Judge Blauvelt, who has served our City very well. The way the bill is written, all municipal court judges, regardless of the size of the City, would have to be elected by the municipality's electorate. This would be mandated by 2014. The only exception appears to be if the City chooses to appoint a municipal court judge, it would have to be an elected district court judge. If an election process is chosen, the person running for the position does not have to be a resident of the city or the county in which the city is located. The qualifications are either to be a member of the Sate Bar or have passed a training program.

There is no fiscal note indicating what the cost would be for holding an election to the cities of the state who currently appoint their judge. Attorney Glenn is preparing to oppose the Bill and is suggesting that communications be sent to our Legislators and the Committee members, several of who are bill sponsors. **It was moved by Councilmember Lant, seconded by Councilmember Ator to authorize the Mayor to endorse a stand with AWC supporting appointed judges, not elected judges. Motion Carried.**

PUBLIC WORKS DIRECTOR REPORT

Nick Bird previously discussed the Public Works Trust Fund potential funding for replacement of the electrical and mechanical equipment at the wells and providing a treatment system. He is asking if Council wants to support this debt service.

The conservation program has been delayed due to miscellaneous items that have come up this week and Mr. Bird was unable to complete the establishment of the conservation program. He is approximately 90% complete on the non-residential side, and anticipate deployment the coming week. He anticipates the residential program will follow shortly.

DONATED DEFIBULATORS

The McCleary Fire Association received a donation of \$3,000.00 from the Cool Creek Nights Care Show group that hosts car shows around the area and donates the funds to local fire departments for AED's. The McCleary Fire Association used the donated funds to purchase two Zoll AED's and would like to donate them to the McCleary Fire Department and activate into service. **It was moved by Councilmember Boling, seconded by Councilmember Ator to authorize the Mayor to take ownership of the two Zoll defibulators. Motion Carried.**

RESOLUTION NO. 625 CITY FACILITY FEES

Nick Bird prepared a memo with suggested fees for the Community Center, Park Kitchen, and Beerbower Park. The fees were updated, along with deposit amounts. Councilmember Schiller asked what steps are taken to check the condition of the Community Center after each use. Mr. Bird explained they have created a check list which the weekend duty employee uses each morning to check the condition. If it's unacceptable, they report it to the office and the deposit is kept. **It was moved by Councilmember Boling, seconded by Councilmember Ator to adopt Resolution No. 625, relating to the utilization of certain municipal facilities, establishing fees; and repealing Resolution Number 473 and any other Resolution in conflict therewith. Motion Carried.**

FLOAT SHED

Mayor Dent reported the condition of the float shed is atrocious. It was originally built to store the float for the Bear Festival but can no longer store anything due to it being condemned. The Mayor and Nick Bird are asking for a decision from Council on whether they would prefer to demolish the structure using a small works contract or attempt to repair it via a small works roster. Nick Bird's recommendation is to demo the building. Discussion took place on a previous option of re-roofing the structure vs. demolishing it. Todd Baun stated he was contacted by a local roofing contractor and they quoted approximately \$15,000 to re-roof the structure.

Also discussed was the option of selling the property. This topic was brought up last year and was never settled. Recently, a family moved into a home next to the property and they have small children, bringing up the issue of safety and liability. Councilmember Schiller stated the Department of Corrections offers work crews at a very low rate and will give Nick Bird contact information to pursue if this is the route the Council chooses to go. The Council asked to table the issue until more research has been completed.

LEMAY RATE RESOLUTION ADDENDUM

It was moved by Councilmember Lant, seconded by Councilmember Boling to adopt Resolution 626 relating to public services; establishing and confirming fees; repealing Resolution 619 upon passage of a certain notification period; and providing for effective dates. Motion Carried.

AWC EMPLOYEE BENEFIT  
TRUST MASTER  
PARTICIPATION AGREEMENT

The employees medical and dental benefits are provided through the Association of Washington Cities through a Master Participation Agreement. The current agreement does not include insurance benefits for part-time employees. The City will be reducing the Building Official's position to half-time later this month and do not wish to have his benefits discontinued as an added hardship. The City updated the agreement to include part-time employees with 20 or more hours per week. No action is required from the Council.

RESERVOIR PROGRESS  
ESTIMATE #3

It was moved by Councilmember Ator, seconded by Councilmember Boling to authorize the Mayor to approve progress estimate no. 3, reservoir repainting project for \$9,890.04 due now, and \$478.24 to be deposited into a retainage account. Motion Carried.

CONTRACT AMEDMENT #16A  
TO RESERVOIR CONTRACT

Additional reservoir interior painting engineering services were required to complete the project. It was moved by Councilmember Boling, seconded by Councilmember Schiller to authorize the Mayor to sign contract amendment #16A for the increased amount of \$5,000, with the total authorized amount under the contract to not exceed \$39,200 without further authorization from the Agency. Motion Carried.

APPROVAL OF VOUCHERS

**It was moved by Councilmember Lant, seconded by Councilmember Geer to approve the vouchers. Motion carried.**

PUBLIC COMMENT

Michael Walter spoke in frustration over the increasing rates on the utility bills. He believes this is causing the numerous empty rentals in town. Mayor Dent explained the rates are set in relation to the debt service. Mr. Walter stated he understood that but is feeling he has to look for a home outside the City limits that will have lower utility rates.

Angenette Thompson is married to a Firefighter and she said they moved here because they were priced out of Olympia and loved our community. They are finding it very difficult to pay the high utility rates the City charges. She would like to see the City offer payment arrangements during the winter months to help out people that are struggling. She doesn't like the shut off process the City implements. Clerk-Treasurer Collins explained the option of 12 equal payments per year, however, the customer needs to have one year of on-time billing to qualify. Ms. Thompson is interested in working toward other options that could assist customers during this difficult recession time.

EXECUTIVE SESSION

None

ADJOURNMENT

**It was moved by Councilmember Boling, seconded by Councilmember Geer to adjourn the meeting. The next meeting will be held on February 23, 2011 at 7:00 PM. Motion Carried.**

Mayor Gary Dent:

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Clerk-Treasurer Wendy Collins:

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## MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: February 17, 2011  
RE: LEGAL ACTIVITIES as of FEBRUARY 23, 2011

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. COMMUNITY CENTER FEE RESOLUTION: Following your action of last session, I commenced the implementation of your direction to insert the fees set forth in Mr. Bird's recommendation into the draft resolution. At that stage, it became clear a couple of the areas were not covered specifically by the recommendation. Upon contact with Mr. Bird, the indication was the anticipation was his report had made certain other general recommendations which required your direction, but that things had moved so quickly that his anticipation the Council would make such recommendations did not occur. Thus, the general matter is back before you for further review.

Basically, it boils down to two general areas. One is the area laid out in the original draft relating to use of the Community Center by other governmental entities. (As you will remember, the County Commissioners held a meeting at the Center a while back in relation to the aquifer plan.) The second is more general and ties to certain special uses, such as events not infrequently characterized as "celebrations of life" which are associated with funerals. Under the previous resolution, there were specific special rates for such events and similar events. The query will be if you desire to incorporate them into this resolution.

I am imposing upon Ms. Collins to provide you a copy of that 1999 resolution so you may see specifically what type of events are covered and determine, which, if any, you wish to create as special categories in the general resolution. We would

then modify the draft and provide you with a draft which would incorporate all into one resolution so as to insure consistent and easy utilization.

2. ELECTED MUNICIPAL COURT JUDGE LEGISLATION: Pursuant to your authorization, a letter to the Senate Judiciary Committee in relation to your position on the absence of a necessity for the mandated election process was prepared for the Mayor's review, modification, and transmission. It is my understanding that it has been transmitted.

McCleary and every other city which uses the appointive process allowed under RCW 3.50 received on or just after the 9<sup>th</sup> received a request for public information from the Office of the Administrator of the Courts. It requested extensive information about the judicial selection and operation process covering the period 1986 to the present. Just by chance, the information requested correlated directly with the "concerns" upon which the bill is based. I sent an inquiry to the OAC representative noting the extensive nature of the request and inquiring if there was a relationship between the support of the bill and the transmission of the request. Concurrently, it is my understanding that Hoquiam sent what was basically an objection to the nature of the inquiry. Subsequently, we have received a much more narrow request for information, as well as a response indicating that was not the purpose. However, it is difficult to believe the promotion of the bill by the Board for Judicial Administration and the tendering of the extensive and directly related query by the OAC did not have some correlation.

In any event, the hearing process will be moving along.

3. BPA AGREEMENT: As of the time of the preparation of this report, I have not been provided with a copy of the agreement which is before you. However, unless things are different now than they were before, it is one of those agreements about which we do not have a great deal of discretion or negotiation power.

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

DG/le

RESOLUTION NO. 473

A RESOLUTION ESTABLISHING RATES FOR THE  
UTILIZATION OF THE COMMUNITY CENTER

R E C I T A L S:

WHEREAS, the City Council is authorized pursuant to the provisions of an Ordinance to establish the rates for the utilization of the Community Center; AND

WHEREAS, it is the desire of the Council to exercise such authority; NOW,  
THEREFORE,

BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE  
CITY OF McCLEARY, THE MAYOR CONCURRING;

SECTION 1: On and after the effective date of this Resolution, the rates set forth herein shall govern the utilization of the Community Center:

- A. Large Adult Gatherings (25 + persons), including but not limited to wedding receptions, anniversary parties: \$125.00, plus \$75.00 minimum deposit.
- B. Small Adult Gatherings (less than 25), including but not limited to, Marriage and infant showers, family dinners: \$50.00, plus \$35.00 minimum deposit.
- C. Teen-Age Dances: \$50.00, plus \$50.00 minimum deposit.
- D. Local Funerals: \$10.00
- E. Garage and Estate Sales, Flea Markets, Swap Meets; \$100.00 per day plus \$75.00 minimum deposit.
- F. Non-Specified Use, including but not limited to meetings of organizations on a weekly, monthly or annual basis: \$35.00 per use, plus \$35.00 minimum deposit.
- G. Non-profit, non-sectarian, formally organized groups as specified in MMC 2.42: no cost.

SECTION II: The Clerk-Treasurer shall have the authority to require a greater deposit in the event in his or her opinion such utilization constitutes a greater risk of damage than would normally be anticipated or in the event the applicant has previously rented the premises and has not satisfactorily restored the premises to its original condition.

PASSED THIS 10<sup>th</sup> day of April, 2002, by the Council of the

City of McCleary, and signed in approval therewith this 10<sup>th</sup> day of April, 2002.

ATTEST:

Donnie Rostedt  
Donnie Rostedt, Clerk-Treasurer

Wallace Bentley  
Wallace Bentley, Mayor

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: March 4, 2011  
RE: LEGAL ACTIVITIES as of MARCH 9, 2011

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. **COMMUNITY CENTER RENTAL RESOLUTION**: As referenced in the prior Council Report, this matter is back before you for direction in relation to a number of events held for specific purposes or by specific groups. They were areas which were of such a nature as to not be appropriately handled by Staff as an administrative decision.

2. **ELECTRICAL SUB-STATION UPDATING PROJECTS**: You will have received a report from Mr. Nott and Mr. Bird as to their thoughts and recommendations relating to a report prepared by the consultant, KVA Electric. Given the nature of the conclusions, the Mayor inquired as to the process by which the corrective work could be done most quickly while insuring the role of the Council and compliance with applicable law. I recommended a procedure authorized by law and that has been implemented.

This apparently is very specialized work. Based upon information provided by Mr. Bird, there may be only a handful of contractors in the nation which are qualified. However, efforts have been carried out seeking to obtain proposals from as many contractors as possible which have the experience and expertise in the area. It is my understanding you will be provided a recommendation as to the entity which has made the best proposal. Upon your authorization, the work will be undertaken.

3. **ELECTED JUDICIARY BILL**: As of this time, the Senate bill was passed out of the committee with a "do pass"

recommendation. It may come before the Senate for action at any time and if approved, go on to the House for consideration.

Stephen Brown, one of the two Gray Harbor County District Judges, was one of the two members of the elected judiciary who testified in favor of the bill. The irony is that his judicial role before being elected to the position from which his father was retiring was as the appointed judge of the Elma Municipal Court.

I will keep you informed of the status of this bill given its impact upon the City's court.

4. ABERDEEN/McCLEARY AGREEMENT: Discussions are moving ahead with a request Public Works has made to Aberdeen in terms of their Public Works department providing services relating to a particular area. Mr. Bird will speak more extensively in his report about the area involved and the benefits which would arise. There is the possibility that Aberdeen would benefit from certain capabilities the City's staff and equipment have.

In light of the potentiality of mutual benefits and extending the duration of the capability of obtaining the serves, we are in process of developing an interlocal agreement under RCW 39.34 pursuant to which the City can obtain these services and under which the City could provide services to Aberdeen if requested. I have spoken to Mr. Nelson, their city attorney. Hopefully, we will have an agreed upon draft to provide to you for your review and consideration. However, it may be possible that we will not have all the details completed by the time of this session. Thus, Mr. Bird and I may be requesting that you authorize the Mayor to execute such an agreement, subject to his approval and the recommendation to do so by Mr. Bird, as DPW, and myself, as city attorney.

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: February 17, 2011  
Re: Current Non-Agenda Activity

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### **Department of Corrections – Reception Center**

I have received many emails requesting additional information on all three sites proposed. In my opinion, the A/E team is just doing their due diligence in conducting a formal complete review and does not indicate any probability that any of our sites are high on their list. Responding to the Department's requests has resulted in quite a large chunk of time. To date, we do not have any more information if one of our sites will be moving on to the next round.

### **Conservation Program**

We are just about ready to roll out the red carpet for the Conservation Program. I know as soon as we open up the proverbial doors, customers will come flooding in with their requests. The good news is that we (Ms. Mercer and I) met with BPA regarding the changes that will occur to the program next year. As a byproduct of that meeting we discovered a few new components that may be able to provide us with assistance. The good news is that we will have approximately \$70,000 to fund the program, which I am hoping will be all spent by the end of August. Typically small utilities do not offer programs like this due to the staffing demands. We are fortunate that we have individuals here that have a "Let's do it" attitude. If we are able to get a "relatively normal" day or two early next week, we may be able to provide the official announcement at the Council Meeting.

### **Public Works Trust Fund**

The Association of Washington Cities has suggested that we draft a letter in support of the Legislature keeping PWTF money in the budget for necessary Public Works Improvements. Some of the members of the Legislature believe that PWTF is exclusively a rate subsidy program and are threatening to cut the program again, but we need to show them that we are raising rates by 22% annually just to account for debt service of a project like ours (Well Project). If we were to finance the project ourselves, the annual rate increase would need to be significantly higher than "just" 22 percent. We briefly discussed this topic last meeting, but prior to moving forward I would like your concurrence on providing a letter to the Legislature.

Should you have any questions about any items that have not been addressed, please feel free to ask away!



## CHICKENS

### Chicken Season

Bill Mandeville, AICP

The holiday season is nearly over which means, at least for local planners, the start of – Chicken Season. Each year around this time, planning commissions tend to address a perennial topic regarding urban chickens.

If chickens could talk, they would be among a growing number of supporters. Animal rights activist brought national attention to the relative brutality of mass produced chicken farm-factories. Comparatively backyard chickens have a life of luxury.

Raising chickens can enhance life for urban dwellers. Chickens get an easy, comfortable living while at the same time providing fresh eggs and an occasional drumstick. Two recent Penn State studies have shown that free-range hens produce healthier eggs, richer in nutrients and Omega-3 fats, and studies of a less-academic nature have confirmed that free-range eggs taste terrific.

Advocates for urban chickens are

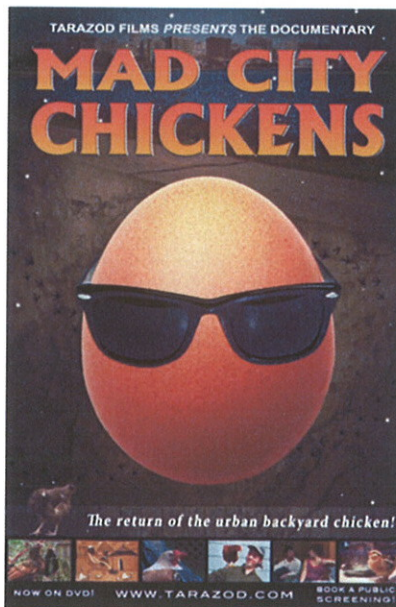
### Light Reading

organized. For instance, Mad City Chickens started out as a group of like-minded, pro-poultry advocates known as the “poultry underground”. They produced a feature-length document “Mad City Chickens”, which they sell through their website and show around the country. Last year they had nearly fifty public screenings of their film in cities across the nation and in Canada.

The film is sometimes serious and at times takes a more whimsical look at the people who raise chickens in their backyards. It is equal parts entertainment and educational outreach. The film centers around a grassroots movement to legalize chicken-keeping in Madison City, Wisconsin which ultimately resulted in the city successfully

changing its code in 2004.

**Spokane Valley’s Planning Commission appears to be kicking off this year’s chicken season.** In February they will receive comments on options for changing sections of its municipal code that address keeping of poultry in residential zones. The City Council



**Continued on page 11.**



## CHICKENS, continued

### Continued from page 9.

asked Commissioners to review the regulations in response to recent requests from community members who would like changes in the code made to broaden their ability to raise poultry in residential areas.

Spokane Valley is joining a growing number of cities that are changing their regulations to allow chicken-keeping. The nature and scope of these chicken laws varies from city to city. Some common land use themes appear to be set forth requirements on the number of birds permitted per household and regulation of roosters. Chicken enclosures, set-back requirements, slaughtering restrictions and permit fees are among some of the other topics that planning commission will discuss.

Spokane Valley currently allows up to one chicken per each 3,000 gross square feet in residential zones on lots of at least 40,000 square feet; provided there is a clean and sanitary structure to contain them that is not located in a front yard or closer than 75 feet from any occupied structure, nor closer than 10 feet from any side property line. They are considering reducing the setback requirements to fifty feet and as little as thirty feet from all occupied structures. Spokane Valley is also going to consider



changing their existing ordinance to allow livestock in mixed-use zones, which is currently prohibited.

Although the proposed revisions will **significantly increase Spokane Valley's** chicken density, it may not be enough. A very quick review of chicken ordinances in other cities indicates that Spokane Valley might have a chicken fight on its hands. Its proposed ordinance is not as chicken-friendly as other cities. For instance:

**Seattle:** Last year was **Seattle's** turn to amend its chicken laws. Seattleites can now keep up to eight chickens per household. **Seattle's law** prohibits roosters but older rosters

were given grandfather rights – which could last up to twenty years.

**Vancouver:** Allows up to three hens per household but no roosters. Each additional hen requires another 5,000 square feet of lot area. There are no other restrictions to lot size.

**Everett:** Prohibits rooster but sets no limits on hens; provided the owner has a facility license permit if they have more than five hens.

**Olympia:** Allows up to three hens per household and no roosters. No limits on lot size.

**Continued on page 14.**



## NATIONAL CONFERENCE EVENT

*The APA Divisions Council and associated Divisions invite you to a very special event:*

### Local Foods Role in Economic Recovery

Ken Meter of Crossroads Research Center, a national expert on community food systems, will be the keynote speaker at dinner at Vloro on Sunday, April 10, 2011 during the National Conference. Join us for an evening of conversation, camaraderie, and comestibles focused on food systems. Vloro has developed a menu of locally sourced food choices with some excellent wines to highlight the evening. Look for this ticketed event in the conference program as "Local Foods Dinner" when you register. We hope to see you in Boston!

[www.planning.org/conference](http://www.planning.org/conference)



**American Planning Association**  
*Making Great Communities Happen*

## CHICKENS, continued

*Continued from page 11.*

**Spokane Valley's proposed revision to its chicken ordinance is more liberal than City of Spokane's. The City of Spokane allows one chicken per 2,000 square feet of lot area. Chicken coops must be at least ninety feet from property lines. Some contend, although not very often or with a straight face, that the City of Spokane's low chicken density is**

causing chicken sprawl in its suburbs.

One nice thing about the perennial chicken debate, it is typically light-hearted, humorous as well as interesting. Advocates on both sides of the issue tend to keep the discussion loose. The topic is a nice change of pace, which may be one reason it is so popular during the dreary days of winter.



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# register

## STAFF REPORT

To: Mayor Dent  
From: Todd Baun, Public Facilities Manager  
Date: March 3<sup>th</sup>, 2011  
Re: February Report

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

- 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.
- We have been doing vehicle maintenance on the public works vehicles. We have been changing oil, filters and greasing. This saves some money with us doing it, so we will continue the routine maintenance and some minor repairs in-house.
- We are still changing our current water meters out to the new radio read meters.
- We have finished cutting over 3 water services to our 6" water main on N. 8<sup>th</sup> Street. The services were on a small sub-main (1 3/4") and the sub main was failing often. The sub-main is now abandoned and out of service.
- We plowed and sanded our roads during the snow and ice that came.
- I have been working on some issues that have come up with our water meter reports. More information will be available in future when the issues are ironed out.
- I have been in contact with the City of Aberdeen about use of a TV truck. We would like to use them to camera our sewer and storm water lines to see where potential problems in our system are at. Nick has the interlocal agreement with Aberdeen.
- We are still in the design phase of the storm drainage issue for the area of 6<sup>th</sup> and Hemlock.
- I have been working on bits and pieces of the Float Shed.
- I have been getting geared up for some patch paving this summer. Nick and I are going over different strategies to get a good product while keeping cost down.
- We have been performing minor repairs to the interior of some city owned buildings.
- 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.
- Tami has returned to work full time. She is a hard worker that helps the City out tremendously.

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 Gary Dent  
From: Mick Schlenker Building Official  
Date: March 1, 2011  
Ref: February Staff Report

<b>Building Permit Activity</b>				Project t Valuation
Current	Fees	Total 2011 YTD		
Customer Service	81			
Building Permits Issued	2	\$245.03	\$961.85	\$23,962.00
Nuisance Letters	0			
Inspections Performed	20			
Plan Reviews	2			
Stop Work Issued	0			
City Projects	0			
Complaints	3			
Demo Permits	0			
Court Issues	0			
Fire Projects	0			
Cars	0			
Abatements	0			
Elma Inspections	0			
Montesano				
<b>Total</b>	<b>106</b>	<b>\$245.03</b>	<b>\$961.85</b>	<b>\$23,962.00</b>

### Summit II

No activity

### McCleary School

Final Occ

### Cedar Heights

No activity

### Learn to Grow (day care)

Working on information to resume with project or not?

### Beehive

Collecting information, project is still moving forward

### General work information

1. Closing out expired files
2. Inspections on old/new permits with in city

## STAFF REPORT

To: Mayor Dent  
CC: Ron Pittman, Chief  
From: Paul Nott, Assistant Chief  
Date: March 3, 2011  
Re: January Fire Department Report



	Monthly Statistics;	YTD Totals;
<b>Actual Structure Fires:</b>	<b>0</b>	<b>1</b>
<b>Fire Calls:</b>	<b>0</b>	<b>2</b>
<b>Rescue/EMS assists:</b>	<b>2</b>	<b>3</b>
<b>Motor Vehicle Collisions:</b>	<b>2</b>	<b>6</b>
<b>Hazardous Material Response:</b>	<b>0</b>	<b>0</b>
<b>Service Calls:</b>	<b>0</b>	<b>1</b>
<b>False Alarms:</b>	<b>0</b>	<b>0</b>

This last month the Fire Department had a quiet month with only two EMS calls and two MVCs.

The MVC's were due to icy road conditions.

We did perform a live fire training exercise at 22 William McCleary Rd. This exercise included live fire extinguishment, ventilation, fire ground operations, and general pump operations. Even though these exercises may be of an inconvenience to the surrounding neighbors, they are extremely valuable to the training received and required for department personnel. We would like to thank the community for their patience during these events.

We have interviewed and passed on a recommendation to the Mayor for review for a new volunteer firefighter.

Due to scheduling the Mayor and I have not yet been able to discuss PPE and apparatus repairs, we will try to have these talks next week.

There were no firefighter injuries or safety concerns to report from the Safety Officer.

## STAFF REPORT

To: Mayor Dent  
From: Paul Nott, Light & Power  
Date: March 3, 2011  
Re: Feb. Report



	<b>Monthly Statistics;</b>	<b>YTD Totals;</b>
<b>New Services;</b>	<b>0</b>	<b>0</b>
<b>System Outages;</b>	<b>1</b>	<b>2</b>
<b>Pole Replacements;</b>	<b>0</b>	<b>0</b>
<b>Maintenance Work Orders;</b>	<b>2</b>	<b>6</b>
<b>Billable Work Orders;</b>	<b>1</b>	<b>1</b>

We are still assisting the front office in resolving some billing and AMR metering issues.

During the last wind storm we had one power outage due to a fallen tree on county Line Rd.

Since my last report we have had contact with KVA Electric and requested they take and analyze oil samples from both substations. The results which we just received two days ago painted an unanticipated picture. Please see attached memo.


We are still working in conjunction with ELCON in regards to collecting data required for their CIP. One issue that arose, while we were in the process of updating our existing distribution maps we discovered some discrepancies. At that point we started from scratch and provided ELCON with an up to date, corrected, "as built" of our distribution system. This is probably an opportune time to have ELCON make the corrections and provide us with a new and correct map.

We have also been collecting data on projected costs of the possible distribution circuit upgrade for the DOC project. The data has been collected and provided to Nick.

If you have any questions, feel free to contact me...



## STAFF REPORT

To: Mayor Dent  
From: Colin Mercer Webmaster   
Date: March 1, 2011  
Re: February Website & Help Desk

### Re-Occurring Website Activities

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

### New Website Activity

Removed the tab for the events calendar from the top menu bar, access through main page side bar only.  
Move the Community Center from its own tab to the Public Facilities tab.  
Create new tab for the Conservation Program.  
Post cancellation notice for Council Meeting on 2-23-11 due to bad weather.  
Eliminate the staff page on the website and move staff members contact information to their appropriate pages for easier recognition.  
Posted new Building Department hours on the Development Services page.  
Uploaded the 2011 Fee Schedule.  
Go live with the new Utilities web page, which consolidates all the utility rates in a single location.

### Additional Tasks

Create a Utility Ordinances book for the front office to reference.  
Update time sheet log for hours tracking.  
Install windows 7 on Chief Crumb's computer with Adnets.  
Attend Census training provided by Office of Financial Management.  
Create fire extinguisher log for tracking of service program.  
Utility research with Comcast, Centurylink, Cascade Natural Gas for the DOC sites.  
Draft Information Technology (IT) Request for Proposal for review.

### Help Desk Activity

Month	Number of Incidents Reported	Staff Reported / Closed / Open	Citizen Reported / Closed / Open
November	15	10 / 19 / 6	5 / 17 / 2
December	15	2 / 8 / 0	13 / 10 / 5
January	18	4 / 4 / 0	14 / 10 / 9
February	9	3 / 3 / 0	6 / 6 / 9

### Website Comments

Reported by: **Sarah Light** | Phone: xxx xxx-xxxx |  
Address: McCleary 98557

City Staff Assigned: **Colin Mercer**

Description:

**Thank you for keeping website updated with city council minutes, I really appreciate this. This is a wonderful way to learn about our city. I especially am pleased to see fire and police updates.**

**Thank you!**

## Website Traffic

February 1, 2011 through February 28, 2011

<b>Page Views by Section</b>		
<b>Section</b>	<b>Page Views</b>	<b>Percent of Total</b>
<a href="#">Default Page</a>	1885	33.54%
<a href="#">Events Calendar</a>	607	10.8%
<a href="#">Agendas and Minutes</a>	321	5.71%
<a href="#">City Departments</a>	262	4.66%
<a href="#">City Jobs</a>	241	4.29%
<a href="#">Code, Ordinances &amp; Standards</a>	192	3.42%
<a href="#">Search Results</a>	166	2.95%
<a href="#">Public Facilities</a>	160	2.85%
<a href="#">Police</a>	156	2.78%
<a href="#">Mayor and Council</a>	113	2.01%
<a href="#">City Staff</a>	101	1.8%
<a href="#">Utilities</a>	101	1.8%
<a href="#">Administration</a>	96	1.71%
<a href="#">Development Services / Building</a>	79	1.41%
<a href="#">Light &amp; Power</a>	78	1.39%
<a href="#">Previous Years Council Minutes</a>	77	1.37%
<a href="#">Water / Wastewater</a>	75	1.33%
<a href="#">Bear Festival</a>	74	1.32%
<a href="#">City Photos</a>	73	1.3%
<a href="#">Previous Years Council Agendas</a>	68	1.21%
<a href="#">Helpful Links</a>	68	1.21%
<a href="#">FAQ's Page</a>	67	1.19%
<a href="#">Fire</a>	63	1.12%
<a href="#">Tell Us What You Think!</a>	53	0.94%
<a href="#">Chamber of Commerce</a>	52	0.93%
<a href="#">Municipal Court</a>	51	0.91%
<a href="#">Planning Department</a>	49	0.87%
<a href="#">Conservation Program</a>	46	0.82%
<a href="#">Community Center</a>	42	0.75%
<a href="#">2008-11 Budget</a>	39	0.69%
<a href="#">Interlocal Agreements</a>	30	0.53%
<a href="#">Flood Photos 2009</a>	27	0.48%
<a href="#">Home Page</a>	21	0.37%
<a href="#">65th Anniversary Photos</a>	20	0.36%
<a href="#">Bear Festival Photos</a>	19	0.34%
<a href="#">Christmas Photos 2007</a>	16	0.28%
<a href="#">Park Project Photos</a>	16	0.28%
<a href="#">Surveys &amp; Questionnaires</a>	12	0.21%
<a href="#">Public Facilities Survey ( Ends March 7th)</a>	2	0.04%
<a href="#">Stormwater Plan Questionnaire</a>	2	0.04%
TOTAL	5620	100%

**STAFF REPORT**

**To: Mayor Dent**  
**From: George M. Crumb, Chief of Police**  
**Date: March 3, 2011**  
**RE: Report for March 9, 2011 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 or call in, or other officer generated incidents:

\*353 incident histories reported since 010111/ 0001 hours.

\*23 Infractions(20) and Criminal(3) Incidents since last report, 1 mandatory court appearance.

Total Citation Bail amount of \$3367

- .14 Speeding.
- .02 Speeding in School Zone
- .01 DWLS (Driving While license Suspended/Revoked
- .01 Domestic Assault
- .01 Interfering With Reporting Domestic Violence
- .03 Failure to Stop At Posted Stop Sign
- .01 Insurance Violation

**Discussion:** Open

( )

---

Council Members Present: ALL.... Mr. Ator, Mr. Boling, Mr. Geer, Mr. Lant,  
Mr.Shiller.

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

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



## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: March 5, 2011  
Re: Float Shed

---

We finally have some definitive answers regarding the float shed property.

When the topic of demolish the existing structure or repair the roof came up, it seemed that the most important question was if the structure was demolished, “is it possible to build on the site again due to its proximity to the creek (Sam’s Canal)?”

We reviewed everything in our Municipal Code and State Laws, including our building code (Title 15), zoning code (Title 17), and environmental policy (Title 18), as well as shoreline regulations (local agency), water quality permits (ECY 401), hydraulic project approvals (WDFW HPA), aquatic lands (DNR), Army Corps Section 10 and 404 permits and Coast Guard PATON permits.

### **Federal and State Permits**

Federal and State permits are only required when work is conducted within the ordinary high water mark, changing the flow of the channel, or disturbing the riparian area. Construction of a residence, city storage building, or other structure is not likely to trigger any State or Federal permits.

### **Shoreline**

Shoreline regulations are developed and administered by the local agency (i.e. the City of McCleary in this instance), as required by the Department of Ecology. At this time, we have yet to develop shoreline regulations, as they are not required to be in place until December 1, 2014. I will be contacting Ecology regarding the necessity of implementing shoreline regulations, as WAC 173-18, which defines shoreline regulated streams and does not include any shoreline regulated streams within McCleary.

### **CAO (Title 18)**

After a review of the Critical Areas Ordinance (MMC 18.08), the site may be subject to three sections of the CAO; 1) wetlands, 2) site within the aquifer recharge area, and 3) fish and wildlife habitat conservation area.

### **Wetland**

As the site is adjacent to Sam’s Canal, it is safe to assume that the vegetation on the south side of the property falls under the “saturated soil” trigger which is the first suggestion of wetlands. After a cursory review of the 21 page wetland delineation form provided by the Department of Ecology, it appears that if delineated, the vegetation would require a maximum of a 25 foot buffer.

### Aquifer Recharge

Technically the site is not currently in the adopted aquifer recharge area, as we have not adjusted the CAO to include the 2008 aquifer recharge map generated by Jim Arthur. Once the CAO is modified, a technical assessment, impact evaluation, and mitigation measures may be required based on the project type and as required by the City.

### Conservation Area

The site itself does not meet the definition of “fish and wildlife habitat area”, however section 18.08.110 states that a technical assessment, impact evaluation, and mitigation measures may be required by the City for activities within two hundred feet of conservation areas. The site is obviously within 200 feet of Sam’s Canal. As WDFW believes Sam’s Canal contains species listed in the Endangered Species Act, Sam’s Canal would be defined as a conservation area per our CAO. This is another area where I need to get in touch with the regulatory authority.

### **Zoning (Title 17)**

The site can be used for many purposes as shown in the report by Mr. Schlenker. It is important to note that the subject property can also be divided into two lots.

### **Building (Title 15)**

No limitations for this site are provided in Title 15. I would like to specifically point out that the site is not included within the 100-year flood plain, which is the trigger for Title 15.12, Flood Hazard Area Construction.

### **Summary**

As requested, the information contained herein shows that the site can be “built on” again with relative ease. Fortunately or unfortunately, this evaluation has brought some other items to my attention that need to be created and or updated in the near future.

### **Action Requested:**

Please use the information provided in this Staff Report as well as the February 3 Float Shed Staff Report to provide direction on repairing the structure or demolishing the structure.

March 4, 2011

To: Mayor Dent  
From: Colin Mercer  
Re: Float Shed and Critical Areas

The following information provides the documentation for the float shed property as it relates to critical areas and potential future construction.

The current Comprehensive Land Use Plan, dated 5-28-2003, in Section IV Technical Data Report: subsection, Surface Water: Rivers and Wetlands, it states that "The East Fork of Wildcat Creek does not come under the Shoreline Management Act until its confluence with the Middle Fork of Wildcat Creek", this merge occurs to the West of the Float Shed property. In addition the City of McCleary does not currently have a Shoreline Master Program in place and is not required to prepare such a program until the December 1, 2014, per RCW 90.58.080.

According to Section 18.04.110 (A) (1) Flexible thresholds for categorical exemptions a SEPA review is not required for Residential Construction for 4 units or less. Therefore the parcel may used for a single family home, a duplex triplex or even a quadplex without going through the SEPA process. The land could also be subdivided into 2 lots and still not require a SEPA review process per WAC197-11-800 Categorical Exemptions – (6) Minor land use decisions.

- (a) Except upon lands covered by water, the approval of short plats or short subdivisions pursuant to the procedures required by RCW 58.17.060, but not including further short subdivisions or short platting within a plat or subdivision previously exempted under this subsection.

The City of McCleary does have a Critical Areas Ordinance (Ord 703) in place as Chapter 18.08 of the McCleary Municipal Code. Addressed in this portion of the code are five (5) critical areas:

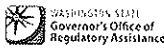
1. Wetlands
2. Areas with a critical recharging effect on the aquifer
3. Fish and wildlife habitat conservation areas
4. Frequently flooded areas
5. Geologically hazardous areas


The only critical area posed by the float shed property is that it is in the southern portion of the aquifer recharge area, as designated by the Grays Harbor County & City of McCleary Wildcat Creek Aquifer Map from June 2008.

Any proposals for use of this property would require a review by the City Administrator or designated representative to determine whether or not the use complies with the Critical Areas Ordinance. If the City determines that additional information is needed, the applicant would be required to provide a technical assessment prepared by a qualified expert to assess any effects of the proposed use on the aquifer and should any exist what mitigation measures will be taken.

In conclusion, the City of McCleary does have restrictions in place and procedures to review and enforce those restrictions, whether it is evaluating this or any other site in town, to protect its citizens, land and infrastructure from harm.

# Environmental Permitting Questionnaire – Introduction Page





**Quick Links**

- Contact ORA
- Evaluate Our Service
- Site Index
- ORA Publications
- Project Questionnaire
- Permit Schematics
- Permit Handbook
- JARPA

Environmental Permitting > Project Questionnaire

ORA's online Project Questionnaire can help you determine which permits, licenses, or approvals your project might need. Based on your answers to a series of questions about your project and site, this interactive questionnaire will create a customized list of permits for you.

You can save the questionnaire and build a custom, downloadable report with information about permit requirements, applications, and timelines. The questionnaire is strictly anonymous; no personal or project information is retained.


Click here to start online questionnaire.

→

**Project Questionnaire**

**The ORA Project Questionnaire helps you:**


- ▶ Start planning for your permits early.
- ▶ Identify agency contacts for each permit.
- ▶ Learn detailed information about individual permit requirements.
- ▶ Try various project options to see if it changes the number of required permits.




Click on the image to open a downloadable PDF.

**help@ora.wa.gov | 800-917-0043 | 360-407-7037**

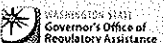
Search






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# Environmental Permitting Questionnaire – Start Page



## Project Questionnaire



help@ora.wa.gov | 800-917-0043 | 360-407-7037

**Welcome**


The Project Questionnaire (OPAS) is a tool developed by the Department of Ecology (Ecology) to help you determine which local, state, and federal environmental permits, approvals, or licenses for Washington State you will need for your project based on an online questionnaire process.

**The ORA Project Questionnaire helps you**

- ▶ Determine which local, state, and federal permits you might need for your project.
- ▶ Start planning for your permits early.
- ▶ Identify agency contacts for each permit.
- ▶ Learn detailed information about individual permit requirements.

Get Started >

No personal or project information is retained. Please take time to read the site disclaimer. To browse through a categorized list of permits instead, go to the Environmental Permit Handbook.



Department of Ecology | Environmental Permitting | Permit Handbook | ORA

Environmental Permitting Questionnaire – Step 1  
Selecting City or County.

The screenshot shows the 'Project Questionnaire' interface for Step 1. At the top left is the logo for the Washington State Governor's Office of Regulatory Assistance. The title 'Project Questionnaire' is centered at the top. Below the title, there is a navigation bar with 'Questionnaire - Step 1' selected. A 'Location' dropdown menu is visible. The main question is 'Where is your project located?'. There are two radio button options: 'Within a Washington State City Limit' and 'Unincorporated County (please select a county below)'. The second option is selected, and a list of counties is displayed: ADAMS, AGUICH, BENTON, CHELAN, CLALLAM, CLARK, COLUMBIA, COWLITZ, DOUGLAS, FERRY, FRANKLIN, and GARFIELD. A 'Continue >' button is at the bottom right. The footer contains 'Department of Ecology', 'Environmental Permitting', 'Permit Handbook', and 'ORA'.

Environmental Permitting Questionnaire – Step 2  
Selecting Construction Project & Work Near Water.

The screenshot shows the 'Project Questionnaire' interface for Step 2. At the top left is the logo for the Washington State Governor's Office of Regulatory Assistance. The title 'Project Questionnaire' is centered at the top. Below the title, there is a navigation bar with 'Questionnaire - Step 2' selected. A 'Categories' dropdown menu is visible. The main question is 'Which categories apply to your project?'. There are two links: 'Select all' and 'Clear all'. A list of categories is shown with checkboxes: 'Air (air emissions, burn permits)', 'Aquatic Pesticides', 'Construction and Development' (checked), 'Discharge of Process Wastewater or Stormwater to Ground, to Surface Water, or a Municipal Treatment Plant', 'Drinking Water', 'Land Resources, Archaeology, and Historic Preservation', 'Livestock', 'Professional and Occupational Licenses', 'Waste, Toxic, Chemical Products, or Substances', 'Water Use', and 'Work in or Near Water' (checked). '< Back' and 'Continue >' buttons are at the bottom. The footer contains 'Department of Ecology', 'Environmental Permitting', 'Permit Handbook', and 'ORA'.

Environmental Permitting Questionnaire – Step 3 .  
Only 2 questions are answered yes to.

WASHINGTON STATE  
Governor's Office of  
Regulatory Assistance

## Project Questionnaire

help@ora.wa.gov | 800-917-0943 | 360-407-7037

### Questionnaire - Step 3

Questions

Please answer the following Questions

**Construction and Development**

1. Will you be constructing a new permanent building or adding on to an existing one? Yes  No  Don't Know  **Yes Answer**
2. Will you be subdividing land for residential or other purposes? Yes  No  Don't Know

**Work in or Near Water**

1. Does the project involve construction or other activity below the ordinary high water mark? Yes  No  Don't Know
2. Is the project or activity within 200 feet landward of the ordinary high water mark? Yes  No  Don't Know  **Yes Answer**
3. Is the project or activity in a water body within city or county boundaries? Yes  No  Don't Know
4. Will the activity use, divert, obstruct or change the natural flow or bed of any waters of the state? Yes  No  Don't Know
5. Does the proposal involve construction within navigable water? Yes  No  Don't Know
6. Does the project include dredging or placement of fill? Yes  No  Don't Know
7. Does the project include construction, use or activities on submerged land that are under the ownership/jurisdiction of DNR? Yes  No  Don't Know
8. Will you cultivate food fish, shellfish or other aquatic animals? Yes  No  Don't Know
9. Will you commercially harvest shellfish? Yes  No  Don't Know

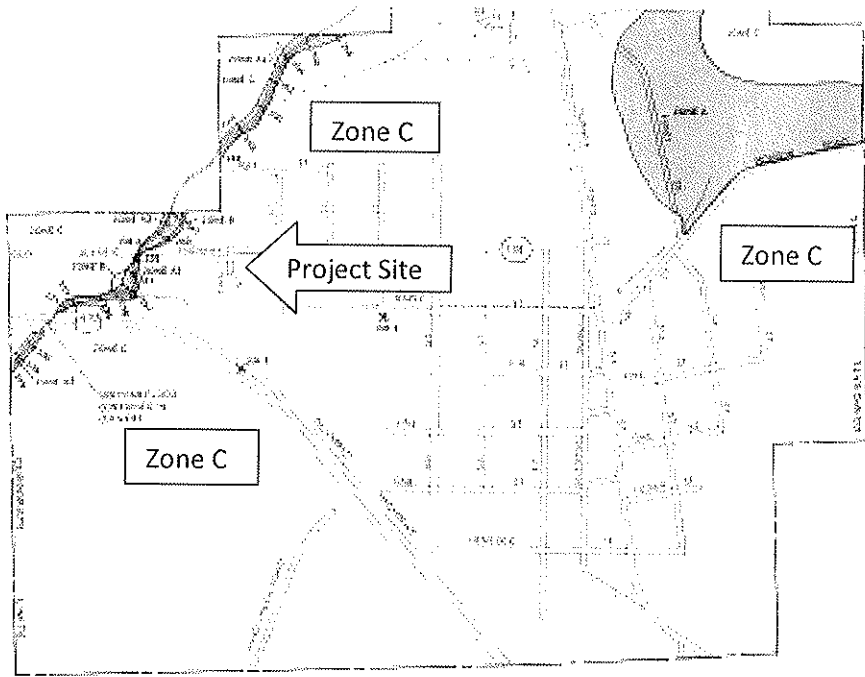
#### Question

# 1 Will you be constructing a new permanent building or adding on to an existing one?

# 2 Is the project or activity within 200 feet landward of the ordinary high water mark?

The YES answer to question #2 was determined by the fact that the parcel is less than 200' long in the north and south direction so the entire property is within the 200'.

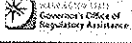
The NO answer to question #12 was determined by review of the FEMA Flood Insurance Rate Map (FIRM) and determining that the property is not with a 100 year or 500 year flood zone area. See copy of map below.



Gray shaded areas indicate the 100 Year Flood Plain Areas as recognized by FEMA.

Zone C (un-shaded areas) are areas of minimal flooding.

Environmental Permitting Questionnaire – Results .  
States 5 permits are required, all by local jurisdiction.



## Project Questionnaire

Date Completed: 11/03/2011 10:40:37 AM

---

**Results**

Results

**Here are your Questionnaire Results**

Based on your answers on the Questionnaire, the following list of permits, licenses, or approvals may be required for your project. For more information, call the Office of Regulatory Assistance Information Center at 1-800-917-3043.

Permits: 5 | Location: City Jurisdiction | Questionnaire Date: 3/3/2011

Save Questionnaire
View Report (PDF)

Download Data
Print Page

Restart

**► Building Permit**  
(Based on answering "Yes" or "Don't Know" to: Will you be constructing a new permanent building or adding on to an existing one?)

Local Government - City or County  
Planning Departments  
Website: <http://www.mssc.org/research.aspx>

show permit quick view ...

**► Shoreline Conditional Use Permit**  
(Based on answering "Yes" or "Don't Know" to: Is the project or activity within 200 feet landward of the ordinary high water mark?)

Local Government - City or County  
Planning Departments  
Website: <http://www.mssc.org/research.aspx>

hide permit quick view ...

- How Long Will it Take to Review my Application?  
The local permit time frame is determined by local government. Ecology's decision will be issued within 30 calendar days of receiving a complete permit package from the local government. See WAC 173-07-120.5, 100 for the required permit documents.
- How Much Will this Permit Cost?  
Determined by local government. Ecology does not charge any fee for review of Shoreline Conditional Use Permits.
- Is the Decision on my Permit Dependent on Anything Besides the Information in my Application?  
Compliance with the State Environmental Policy Act (SEPA) may be required.

The local permit time frame is determined by local government. Ecology's decision will be issued within 30 calendar days of receiving a complete permit package from the local government. See WAC 173-07-120.5, 100 for the required permit documents.

- How Much Will this Permit Cost?  
Determined by local government. Ecology does not charge any fee for review of Shoreline Conditional Use Permits.
- Is the Decision on my Permit Dependent on Anything Besides the Information in my Application?  
Compliance with the State Environmental Policy Act (SEPA) may be required.
- How Long is my Permit Valid?  
Determined by local government in accordance with RCW 90.00.140.

For more permit information, visit the Shoreline Conditional Use Permit page at the Environmental Permits Handbook web site.

**► Shoreline Exemption**  
(Based on answering "Yes" or "Don't Know" to: Is the project or activity within 200 feet landward of the ordinary high water mark?)

Local Government - City or County  
Planning Departments  
Website: <http://www.mssc.org/research.aspx>

show permit quick view ...

**► Shoreline Substantial Development Permit**  
(Based on answering "Yes" or "Don't Know" to: Is the project or activity within 200 feet landward of the ordinary high water mark?)

Local Government - City or County  
Planning Departments  
Website: <http://www.mssc.org/research.aspx>

show permit quick view ...

**► Shoreline Variance Permit**  
(Based on answering "Yes" or "Don't Know" to: Is the project or activity within 200 feet landward of the ordinary high water mark?)

Local Government - City or County  
Planning Departments  
Website: <http://www.mssc.org/research.aspx>

show permit quick view ...

Back
Restart

The City of McCleary currently does not have a "Shoreline Master Program" in place. Therefore no additional regulatory actions are required by the City of McCleary.

A SEPA process will not be required, per Categorical Exemption WAC 197-11-800

(1) Minor new construction -- Flexible thresholds.

(b) The following types of construction shall be exempt, except when undertaken wholly or partly on lands covered by water:

(iii) The construction of an office, school, commercial, recreational, service or storage building with 4,000 square feet of gross floor area, and with associated parking facilities designed for twenty automobiles.



## Permits Required per Environmental Permitting Questionnaire

**Building Permit** (issued by the Building Department) Permits to construct permanent buildings or additions to existing facilities are required by counties and cities, except under certain circumstances. The application requires detailed final plans for structures including electrical plan, plumbing plan, floor layout, sewage facilities, location of wells (if applicable), drainage plan, size and shape of lot and buildings, setback of buildings from property lines and drainfield (if applicable), access, size and shape of foundation walls, beams, air vents, window accesses, and heating or cooling plants, if included in the design. Permits are issued upon approval of the plans. Permit processing time varies depending on the project, but averages from six to eight weeks. Public hearings requirements also vary depending on activity proposed.

The Growth Management Act, which became law in 1990, amended the State Building Code to require that building permit applicants provide proof of an adequate supply of potable water for the purposes of the building. The three means of proof specified in the law are: 1) a permit from the Department of Ecology, 2) a letter from an approved purveyor stating the ability and willingness to provide water, and 3) another form (consult with the appropriate local government) sufficient to verify the existence of an adequate water supply. The departments of Ecology and Health developed guidelines to help local governments verify the adequacy of water supplies for individual buildings.

**Shoreline Conditional Use Permit** Each local government has development regulations in its Shoreline Master Program. Each determines what are "conditional uses", i.e. uses that are not preferred but may be permitted when specified conditions are met. Shoreline Conditional Use Permits are sent to Ecology for approval or disapproval. Ecology may add its own conditions during its review process. For more information about the Shoreline Management Act, please go to the home page link noted below.

**Shoreline Exemption** Exemptions streamline the regulatory process by removing the need to obtain a permit and/or pay permit fees. Local governments determine which proposals qualify for exemptions and which do not.

Exemption is often incorrectly assumed to mean exempt from all Shoreline Management Act regulation. Each exemption type is defined differently. The most common exemption is the Substantial Development Permit (SDP) exemption. It means exempt from the need to obtain a SDP. These SDP exempt developments must still comply with the goals, policies, and regulations of the applicable shoreline master program.

**Shoreline Substantial Development Permit** A written permit issued by local government for development on shorelines. An applicant should ask the local government to determine if a permit or exemption is required. Many types of development are exempt from this permit requirement. Shorelines are listed in RCW 90.58.030 (definitions), WAC 173-18 (streams), WAC 173-20 (lakes), and WAC 173-22 (wetlands). See links below. After completion of the local process the permits are sent to Ecology for filing but **Ecology does not have authority to approve or deny them**. For more information about the Shoreline Management Act, please go to the home page link noted below.

**Shoreline Variance Permit** Each local government has its own development standards for dimensions, heights, setbacks, densities, etc. in its Shoreline Master Program. A variance may be requested from those standards. Shoreline Variances are written permits issued by local governments and are sent to Ecology for approval or disapproval. Ecology may add its own conditions to a variance during its review process. For more information about the Shoreline Management Act, please go to the home page link noted below.



**City of McCleary**  
*Home of the McCleary Bear Festival*

100 South 3rd Street, McCleary, WA 98557 • 360.495.3667(phone) 360.495.3097(fax) CityofMcCleary.com

Date: March 3, 2011

To: Mayor Gary Dent  
Nick Bird, Public Works Director

Ref: Float Shed Findings

**Float Shed Findings**

1. Zoning is R-1 (Single-family Residential) MMC 17.16.040 pg. 311 (Ord. 737 3, 2006: Ord. 709 2 (part), 2004) **Purposes of zoning districts:**
  - A. The single-family residential (R-1) district provides for uses, structures, and activities compatible with neighborhoods consisting predominately for single-family dwelling units and designated manufactured homes.
  
  - B. MMC Chapter 17.20.030 **“Table of Land uses for all zoning districts”**  
In Table of land uses pg. 315, the below list shows what is permitted (P) in an R-1 zone:
    - a. Accessory uses and structures
    - b. Accessory dwelling units
    - c. Adult family homes
    - d. Family day care providers
    - e. Home Occupations
    - f. Manufactured homes, designated
    - g. Public utilities
    - h. Single-family dwellings, detached
  
  - C. **In Table of land uses pg. 315**, below list shows what is permitted with conditional use (C) in an R-1
    - a. Bed and Breakfast inns
    - b. Cemeteries
    - c. Community facilities
    - d. Day care centers
    - e. Golf courses
    - f. Hospital, medical clinics, medical offices
    - g. Housing for elderly
    - h. Life care facilities
    - i. Places of religious worship
    - j. Public and private schools
    - k. Public owned facilities
      - l. Community centers, recreational areas/non-commercial

**Grays Harbor County Assessor's Office Online Parcel Database Information**  
**See attached sheets for lot size.**

2. MMC Chapter 15.12 **Flood Hazard Area Construction**
  - A. MMC 15.12.020 **Area of special flood hazard** pg. 235, means the land in the floodplain within the community subject to a (1%) or greater chance of flooding in any given year. (Ord. 435 1.3, 1982)
  - B. MMC 15.12.210 **Applicability of provisions** This chapter shall apply to all areas of special flood hazards within the jurisdiction of McCleary. (Ord. 435 2.1, 1982)
  - C. MMC 15.12.220 **Basis for establishing the areas of special flood hazard** pg. 237 means Basis for establishing the areas of special flood hazard. The area of special flood hazard identified by the flood insurance study and accompanying Flood Insurance Rate Maps (FIRM) dated August 16, 1982 the flood insurance study and FIRM is on file at the city of McCleary, City Hall. The best available information for flood hazard area identification as outlined in Section 4.3-2 shall be the basis for regulation until a new FIRM is issued and placed on file in the office of the clerk-treasurer that incorporates data utilized under Section 4.3-2. (Ord. 435 2.2, 1982)
3. So the two questions asked, (1) can a new building be place on this parcel and (2) what are the limitations for construction?
  1. Yes
  2. Found nothing that prohibits a new structure on this parcel, per MMC Chapter 17.20.030 pg. 315

Michael Schlenker  
Building Official  
City of McCleary



## Grays Harbor County Assessor's Office Online Parcel Database Assessment Information



[Show Map](#)



**\* NEW \***

Try our new  
[GeoData Mapping  
Tool](#)

**Parcel 063002200100**

**Situs Address** 00721 WSIMPSON

**Legal Description** MC 2ND LOTS 1 & 2 & 1/2 VAC ST ADJ BLK 22

**Owner** CITY OF MCCLEARY  
**Address** 100 S THIRD ST  
MCCLEARY, WA 98557

**File Updated** 3/3/2011 16:05  
**Location** T 18 R 05 Sec 14

<b>Land</b>	<b>Building</b>	<b>Certified Value</b>
\$60,000.00	\$17,000.00	\$77,000.00

**Year Built** 1964  
**Building Type** COMMERCIAL  
**Style** 1-STORY  
**Quality** LOW

**Tax Code** MC065 H1  
[School District](#) 065  
[Voting Precinct](#) 501  
**Total Acres** 0  
**Fire Patrol Acres** 0

(pdf) [Land Use](#) 69- Miscellaneous Services

	<u>Square Feet</u>	<u>Type</u>
<b>Lot</b>	17612	
<b>Building SF</b>	2000	
<b>Percentage Complete</b>	100%	
<b>Basement SF</b>	0	
<b>Finished Basement SF</b>	0	
<b>Foundation</b>	C/C	
<b>Porch 1 SF</b>	0	0
<b>Porch 2 SF</b>	0	0
<b>Garage 1 SF</b>	0	0
<b>Garage 2 SF</b>	0	0
<b>Carport SF</b>	0	0

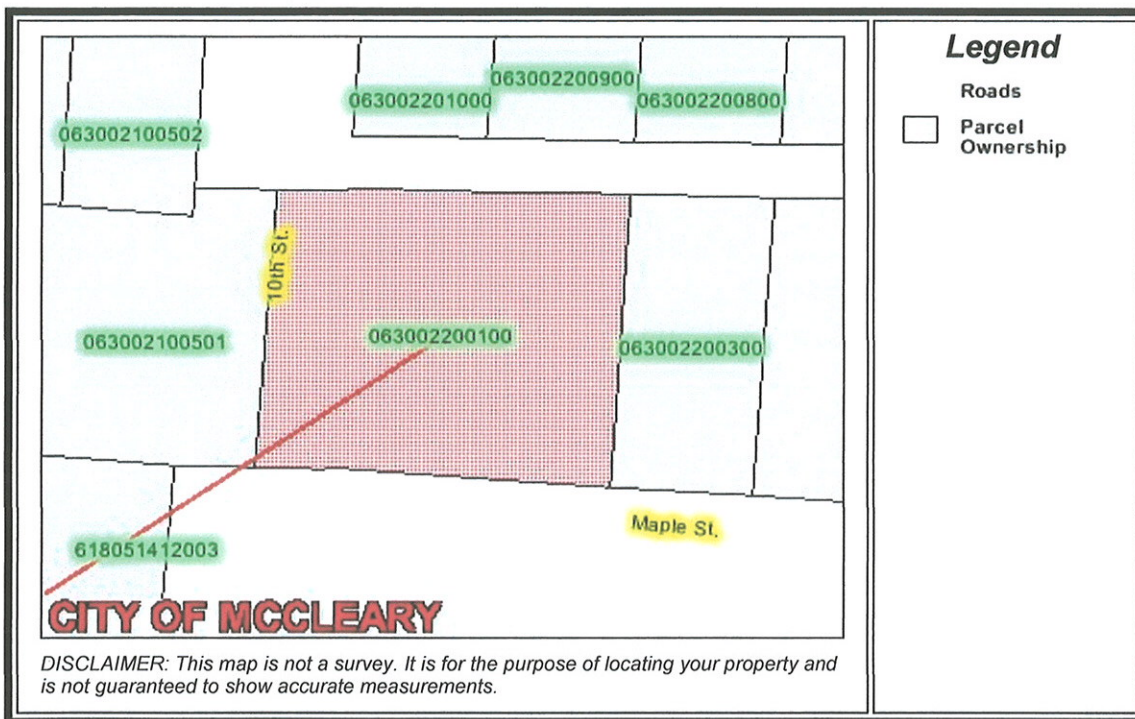
**Lump Sum - Additional Buildings and Improvements**

**Lump Sum #1** C \$17,000

[Lump Sum Codes?](#)

# Grays Harbor County GIS - Parcel Map

Parcel Number: 063002200100  
Owner Name: CITY OF MCCLEARY  
Situs Address: 00721WSIMPSON



[\[Click here to Print\]](#)

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: February 17, 2011  
Re: Long Term Firm Agreement (BPA)

---

The BPA Agreement mentioned in Mr. Glenn's memorandum is exactly as he put it, "we do not have a great deal of discretion or negotiation power".

I have attached a summary of the agreement to this Staff Report from Melanie Jackson, our Transmission Services Account Executive at BPA. The actual cover letter and agreement follow the summary provided by Ms. Jackson. I have also attached a copy of the NT Contract, which follows the cover letter and agreement provided by Ms. Jackson.

It is my understanding that the intent of this agreement is to minimize the level of effort required by small entities (such as McCleary) for "Long-Term Firm Services" (defined in the attached email as transmission or resource renewals, load or resource additions, etc). This agreement allows BPA to make the requests for us, when necessary. It should also be noted that there is no cost for this service.

### **Action Requested:**

Authorize the Mayor to execute the proposed contract.



## Nick Bird

---

**From:** Jackson, Melanie M - TSE-TPP-2 [mmjackson@bpa.gov]  
**Sent:** Thursday, February 17, 2011 10:31 AM  
**To:** Nick Bird  
**Cc:** Christiane Mercer; McDaniel, Mary J - TSES-TPP-2  
**Subject:** McCleary Reservation Agent  
**Attachments:** TxRenewalLtrData.doc; TxRenewalLtrData.doc

Hi Nick,

Here is a brief summary of actions needed related to McCleary's NT Agreement and why.

- McCleary needs two updates to its BPA NT Contract 01TX-10742
  - NT Contract Renewal: it expires 10/1/11
  - Resource Renewal: Power Services Regional Dialogue (RD) Contract needs to be added.
- Normally, all requests for Long-Term Firm services (Transmission or resource renewals, load or resource additions, etc.) require a Transmission Service Request (TSR) through BPA's OASIS (Open-Access Same-Time Information System, hosted by OATI = BPA's online transaction system).
- Because there are many small NT customers who seldom make requests, we have come up with a process to submit OASIS requests (up to 3 a year) on their behalf. This is accomplished through the Reservation Agent Agreement (RAA). There is no cost for this service.
- To accomplish these two updates, BPA is using both the RAA and the RD Renewal described below (both are exceptions to the OASIS Requirement).

### RD Resource Renewal

- Because of the volume of resource renewals, Transmission decided to grant an overall exception for the effort.
- BPA T required a letter requesting renewal and an Attestation/Designation of Network Resource stating that they had a valid resource purchase agreement.
- BPA received McCleary's request and Attestation on 12/27 for the Regional Dialogue resource renewal.

### NT Contract Renewal

- For McCleary though, because the NT contract expires this year, we need to immediately extend it first (by submitting a TSR), before we can add the RD resource. This is completed under the RAA that allows BPA T to submit TSRs on OASIS on a customer's behalf. The extension may be for a period of up to 30 years.
- The remaining parts of executing the RAA are to:

- 1) Notify us immediately once you've sent the letter to OATI. We'll then follow up to send our letter to them.
- 2) Also, under the RAA, we need you to provide written notice requesting the renewal of your NT reservations. I've attached a sample of information to be included on your letterhead to us. This is based on the required information on several applicable Business Practices on: [http://www.transmission.bpa.gov/business/Business\\_Practices/](http://www.transmission.bpa.gov/business/Business_Practices/), including NT Transmission Service, Requesting Transmission Service, and the OASIS LTF TSR Submittal Procedures BP.
- Once the RAA is executed, we'll work with McCleary to submit the contract extension/renewal request on your behalf in the term that you specify. This will be followed by an amendment to your NT contract to incorporate both of these updates, along with some additional cleanup items (such as additional metering information, contact updates, etc.)
- We can provide a draft of this revision for McCleary Council to review and approve prior to sending a final for execution.

A summary of the original email sent last September is included for context. Please let me know if you have any questions on this and I'll be happy to help.

*Melanie Jackson*  
*Bonneville Power Administration*  
*Transmission Account Executive*  
*360/619-6012*

~~~~~

Greetings,

I have been in touch with Wendy for some time now to try to pin down contacts for McCleary. We have a number of pending actions that I'd like to work with you to expedite. I'm sending you drafts below. Please review and then give me a call to discuss. I'd also like to set a follow-up meeting soon to get acquainted since the last meeting didn't work out as planned.

Bonneville Power Administration (BPA) Transmission Services (Transmission) is preparing to help Network Transmission (NT) customers exercise their reservation priority rights in their NT Agreement Exhibits to incorporate the new Regional Dialogue Power Purchase Agreements (Regional Dialogue Agreements). Normally, all requests for Long-Term Firm services require a Transmission Service Request (TSR) through BPA's OASIS. However, because of the volume of renewals anticipated, Transmission has decided to grant an exception for this effort.

Regional Dialogue Agreement renewal requests will be submitted by customers via official letter to Transmission in lieu of a TSR. A template letter is provided here for you to submit on your official company letter notifying Transmission Services of your intent to exercise reservation priority for your federal power purchase agreement (Subscription Power Agreement). Regional Dialogue Agreements will replace Subscription Power Agreements in October 2011. Along with the letter, you must submit a Network Resource Designation Form (Attestation) with your renewal letter. This form is also attached.



Please note: All NT Service Agreements must have a term that covers the purchase period for the Regional Dialogue Agreement period (through 10/1/2028). Your NT Agreement currently expires on October 1, 2011. Therefore, we will require an extension of your NT Service Agreement, prior to authorizing the resource renewal. I will work with you to execute a Reservation Agent Agreement that will allow Transmission to submit this TSR on your behalf. This will be followed up with McCleary submitting the letter and Attestation.

Upon receipt of the renewal letter, Transmission will follow normal procedures for updating the Network Resources in the Exhibits of the NT Service Agreement. This effort will also include some general updates to the NT Service Agreement Exhibits, including adding and verifying Meters, Points of Delivery, and some general format updates.

We hope that this proposed approach will help ensure a smooth transition. We have been working to process a revision to your NT contract by Sept. 30th, however, given the coordination difficulties, we realize that this is a stretch goal at this point. A quick summary of steps is below.



## Department of Energy

Bonneville Power Administration  
P.O. Box 61409  
Vancouver, WA 98666-1409

TRANSMISSION SERVICES

January 28, 2011

In reply refer to: TSE/TPP-2

Mr. Nick Bird, P.E., Director of Public Works  
City of McCleary  
100 South Third Street  
McCleary, WA 98557

*Nick*  
Dear Mr. Bird:

Enclosed are two originals of the Long-Term Firm Reservation Agent Agreement Contract No. 11TX-15292 (Agreement) between the Bonneville Power Administration (Bonneville) and City of McCleary (McCleary).

Please sign both originals of the Agreement and return both signed originals to my attention at one of the following addresses by Close of Business on February 15, 2011:

First Class Mail

Bonneville Power Administration  
Mail Stop: TSE/TPP-2  
P.O. Box 61409  
Vancouver, WA 98666-1409

Overnight Delivery Service

Bonneville Power Administration  
Mail Stop: TSE/TPP-2  
7500 NE 41<sup>st</sup> Street – Suite 130  
Vancouver, WA 98662-7905

When Bonneville executes the Agreement, an original will be returned to McCleary for your files. If you have any questions regarding this letter, please contact me at (360) 619-6012.

Sincerely,

A handwritten signature in black ink, appearing to read "Melanie M. Jackson".

Melanie M. Jackson  
Transmission Account Executive  
Transmission Sales

2 Enclosures

cc:

Ms. Christiane Mercer, City of McCleary

**LONG-TERM FIRM RESERVATION AGENT AGREEMENT**

executed by the  
**UNITED STATES OF AMERICA**  
**DEPARTMENT OF ENERGY**  
acting by and through the  
**BONNEVILLE POWER ADMINISTRATION**  
and  
**CITY OF MCCLEARY**

This Long-Term Firm Reservation Agent Agreement (Agreement), dated as of \_\_\_\_\_, is entered into between the Bonneville Power Administration Transmission Services (Transmission Provider) and City of McCleary (Transmission Customer).

**RECITALS**

WHEREAS Transmission Provider has determined Transmission Customer has a Service Agreement for Network Integration Transmission Service (Service Agreement) and is an Eligible Customer under the Transmission Provider's Open Access Transmission Tariff (Tariff).

WHEREAS Transmission Customer desires Transmission Provider's representative to serve as the Transmission Customer's Long-Term Firm Reservation Agent (Reservation Agent) in obtaining new or modified transmission service under Transmission Provider's Tariff.

**TERMS**

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1. This Agreement will become effective, following execution of this Agreement, upon the date Open Access Technology International, Inc. (OATI) formally notifies Transmission Provider that the Transmission Provider is authorized to act on Transmission Customer's behalf.
2. The Agreement shall remain in effect until terminated by either party upon 30 days written notice, but in no event shall this Agreement extend past 30 years from the date of execution.

3. Transmission Customer hereby designates Transmission Provider's representative as its duly authorized Reservation Agent as defined in the Reservation and Scheduling Agent Business Practice. Transmission Provider's representative shall be, and hereby is, authorized and directed to act on behalf of Transmission Customer as to all matters pertaining to submittal of Transmission Service Requests (TSR) associated with long-term firm Point-to-Point or Network Integration Transmission Service under the Tariff over Transmission Provider's Open Access Same Time Information System (OASIS), in all respects and with the same force and effect as if Transmission Customer were acting through its own duly authorized officials.
4. Transmission Customer agrees to submit a TSR to Transmission Provider using the procedures set forth in the version of the Reservation and Scheduling Agent Business Practice or Bulletin in effect at the time Transmission Customer submits its request.
5. Transmission Customer agrees that the terms and conditions set forth in the version of the Reservation and Scheduling Agent Business Practice or Bulletin in effect at the time Transmission Customer submits its request shall govern the time and manner of Transmission Provider's submission of Transmission Customer's TSR.
6. Transmission Customer agrees to provide Transmission Provider's representative all information that the Transmission Provider's representative deems necessary in order to submit requests for transmission service. Transmission Customer warrants that all information it provides to Transmission Provider's representative will be true and accurate to the best of its knowledge.
7. Transmission Provider's representative shall assume that all reservation requests and information submitted by Transmission Customer are accurate and originated from and are authorized by Transmission Customer without verifying the accuracy or origination of the information and reservation. Transmission Provider and Transmission Provider's representative shall not be liable for the inaccuracy or incompleteness of any information or reservation submitted by Transmission Customer or any person purporting to act on behalf of Transmission Customer. If Transmission Customer submits incomplete or inaccurate information, the Transmission Provider's representative may, but has no obligation to, contact Transmission Customer for additional information.
8. Transmission Provider and Transmission Provider's representative shall have no liability for the failure or malfunction of OASIS caused by data entry error, malfunction, failure or interruption of telecommunications links, or failure or interruption of Internet services or computer equipment and/or software including but not limited to failure to enter or cancel information or data; any loss, corruption, destruction, or other damage to data stored on OASIS; or any delay in the entry or delivery of data or failure to enter or deliver data.

9. Transmission Provider and Transmission Provider's representative shall have no liability for any failure or malfunction of communications between Transmission Provider, Transmission Provider representative, and Transmission Customer, including but not limited to the inability of Transmission Customer to contact Transmission Provider or Transmission Provider representative and any inability of Transmission Provider to receive requests for transmission service or other information from Transmission Customer.
10. Transmission Customer acknowledges that the queue position of the TSR will be the OASIS time stamp received when Transmission Provider's representative submits the TSR on OASIS, not the time Transmission Customer submits information related to the request to Transmission Provider.
11. Any notice or request made to or by either party regarding the Agreement shall be made to the other party as indicated below:

**If to OATI:**

**If by First Class Mail or by Overnight Delivery Service:**

2300 Berkshire Lane North, Mail Drop F  
 Minneapolis, MN 55441-3606

**If to Transmission Customer:**

**If by First Class Mail:**

City of McCleary  
 100 South Third Street  
 McCleary, WA 98557  
 Attn: Director of Public Works  
 Phone: (360) 495-3667

**If by Overnight Delivery Service:**

City of McCleary  
 100 South Third Street  
 McCleary, WA 98557  
 Attn: Director of Public Works  
 Phone: (360) 495-3667

**If to Transmission Provider:**

**If by First Class Mail:**

Bonneville Power Administration  
 Mail Stop: TSE/TPP-2  
 P.O. Box 61409  
 Vancouver, WA 98666-1409

**If by Overnight Delivery Service:**

Bonneville Power Administration  
 Mail Stop: TSE/TPP-2  
 7500 NE 41<sup>st</sup> Street, Suite 130  
 Vancouver, WA 98662-7905

12. The Tariff, the Reservation and Scheduling Agent Business Practice or Bulletin in effect at the time Transmission Customer submits its request, and the Transmission Service Agreement are incorporated herein and made a part hereof.

13. This Agreement shall be interpreted, construed, and enforced in accordance with federal law.

The Parties have caused this Agreement to be executed as of the date both Parties have signed this Agreement.

CITY OF MCCLEARY

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
*(Print/Type)*

Name: Melanie M. Jackson  
*(Print/Type)*

Title: \_\_\_\_\_

Title: Transmission Account Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(W:\TMC\CT\McCleary\Contracts (Final)\15292\_Reservation Agent Agreement.doc)

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: February 17, 2011  
Re: TSS Violation (WWTP)

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At the wastewater treatment plant (WWTP) we have a National Pollutant Discharge Elimination System (NPDES) Permit that regulates what our maximum influent (coming in) and effluent (going out) flows and loadings. The influent loadings monitored by the NPDES permit are Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS).

Typically WWTP loadings will reach the permit limits as the system has grown or expanded. Once you are at 85% of your permit limit (or above), you are required to plan for construction of a new WWTP or correct the deficiency. We have been over 85% of our permitted TSS loading for the last three months. Copies of the monthly discharge monitoring reports (DMRs) from November 2010 to January 2011 are attached.

Violations of the NPDES permit are very serious; violations may result in a fine of up to \$10,000 per day. Fortunately, the Department of Ecology (DOE) realizes that the values shown in our monthly reports are not typical of domestic wastewater. Following the DMRs you will find the correspondence sent by DOE at the end of January and beginning of February.

The high loadings may have been caused by a variety of reasons, but we believe we have narrowed the problem down to the influent sampling hose that had a large mass attached which very well could have caused the random spike in loading. The hose has been replaced and will be checked regularly (every sample day) to ensure it remains free of debris.

If this issue continues to develop, rest assured you will continue to be informed.

**Action Requested:**

No action requested. Provided for your information.



# WASTEWATER TREATMENT PLANT MONITORING REPORT

Permit No. WA0024040

Month November Year 2010

Facility Name McCleary Wastewater Treatment Plant

County Grays Harbor

Receiving Water East Fork Wildcat Creek

Plant Operator Vern Merryman

Plant Type SBR and UV Disinfection

Population 1550

| Frequency     | INFLUENT     |              |             |             |             |              |              |              | EFFLUENT - OCTOBER THROUGH MAY |              |              |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
|---------------|--------------|--------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------------------------|--------------|--------------|--------------|--------------|--------------|-----------|-----------------|-----------|---------|-----|------|-----|-----------------|-----|---------|------|----------------|-----------------|------|----------------|----------|--|--|
|               | CONT         | 2/WEEK       | 2/WEEK      | 2/WEEK      | 2/WEEK      | CONT         | 2/WEEK       |              | 2/WEEK                         | 2/WEEK       |              | 2/WEEK       | 5/WEEK       | 5/WEEK       | 2/WEEK    |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
| Date          | FLOW         | MGD          | BOD 5-DAY   | MG/L        | BOD 5-DAY   | LBS/DAY      | TSS          | MG/L         | TSS                            | LBS/DAY      | FLOW         | MGD          | BOD 5-DAY    | MG/L         | BOD 5-DAY | PERCENT REMOVAL | BOD 5-DAY | LBS/DAY | TSS | MG/L | TSS | PERCENT REMOVAL | TSS | LBS/DAY | pH   | STANDARD UNITS | DISSOLVED OXYGE | MG/L | FECAL COLIFORM | #/100 ML |  |  |
| 1             | 0.205        |              |             |             |             |              |              |              |                                |              | 0.205        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7              | 9.75            |      |                |          |  |  |
| 2             | 0.461        |              |             |             |             |              |              |              |                                |              | 0.44         |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.02           | 9.72            |      | 1              |          |  |  |
| 3             | 0.37         | 78.89        | 265.2       | 374.8       | 1260        | 0.403        | 3.27         | 96           | 11.0                           | 4.79         | 99           | 16.1         | 7.37         | 9.77         |           |                 |           |         |     |      |     |                 |     |         | 7.14 | 9.97           |                 | 1    |                |          |  |  |
| 4             | 0.295        |              |             |             |             |              |              |              |                                |              | 0.304        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.2            | 9.47            |      |                |          |  |  |
| 5             | 0.243        | 76.74        | 160         | 470.9       | 981.8       | 0.25         | 2.27         | 97           | 4.7                            | 3.85         | 99           | 8.0          | 7.2          | 9.47         |           |                 |           |         |     |      |     |                 |     |         |      | 9.23           |                 |      |                |          |  |  |
| 6             | 0.244        |              |             |             |             |              |              |              |                                |              | 0.245        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                | 9.24            |      |                |          |  |  |
| 7             | 0.192        |              |             |             |             |              |              |              |                                |              | 0.184        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                | 9.24            |      |                |          |  |  |
| 8             | 0.243        |              |             |             |             |              |              |              |                                |              | 0.243        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.68           | 9.65            |      |                |          |  |  |
| 9             | 0.251        |              |             |             |             |              |              |              |                                |              | 0.253        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.51           | 9.23            |      | 1              |          |  |  |
| 10            | 0.229        | 92.59        | 170.7       | 317.1       | 584.4       | 0.221        | 4.84         | 95           | 8.9                            | 4.65         | 99           | 8.6          | 7.63         | 9.45         |           |                 |           |         |     |      |     |                 |     |         | 7.63 | 9.45           |                 | 3    |                |          |  |  |
| 11            | 0.231        |              |             |             |             |              |              |              |                                |              | 0.244        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.57           | 9.15            |      |                |          |  |  |
| 12            | 0.232        | 114.3        | 218.3       | 1134        | 2165        | 0.229        | 5.06         | 96           | 9.7                            | 6.06         | 99           | 11.6         | 7.77         | 9.76         |           |                 |           |         |     |      |     |                 |     |         | 7.77 | 9.76           |                 |      |                |          |  |  |
| 13            | 0.236        |              |             |             |             |              |              |              |                                |              | 0.233        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
| 14            | 0.178        |              |             |             |             |              |              |              |                                |              | 0.162        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
| 15            | 0.182        |              |             |             |             |              |              |              |                                |              | 0.17         |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.57           | 9.69            |      |                |          |  |  |
| 16            | 0.188        |              |             |             |             |              |              |              |                                |              | 0.174        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.24           | 9.29            |      | 1              |          |  |  |
| 17            | 0.182        | 125.4        | 196.7       | 567.8       | 890.2       | 0.188        | 3.23         | 97           | 5.1                            | 4.43         | 99           | 6.9          | 7.59         | 9.48         |           |                 |           |         |     |      |     |                 |     |         | 7.59 | 9.48           |                 |      |                |          |  |  |
| 18            | 0.27         |              |             |             |             |              |              |              |                                |              | 0.241        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.52           | 10.18           |      | 2              |          |  |  |
| 19            | 0.352        | 61.75        | 177.7       | 273.7       | 787.5       | 0.345        | 2.28         | 96           | 6.6                            | 6.43         | 98           | 18.5         | 7.12         | 10.5         |           |                 |           |         |     |      |     |                 |     |         | 7.12 | 10.5           |                 |      |                |          |  |  |
| 20            | 0.363        |              |             |             |             |              |              |              |                                |              | 0.368        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                | 10.44           |      |                |          |  |  |
| 21            | 0.288        |              |             |             |             |              |              |              |                                |              | 0.289        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
| 22            | 0.252        |              |             |             |             |              |              |              |                                |              | 0.244        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.47           | 10.38           |      |                |          |  |  |
| 23            | 0.231        |              |             |             |             |              |              |              |                                |              | 0.232        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.48           | 10.44           |      | 2              |          |  |  |
| 24            | 0.248        | 99.19        | 192.7       | 729         | 1417        | 0.233        | 2.3          | 98           | 4.5                            | 1.86         | 100          | 3.6          | 7.36         | 10.5         |           |                 |           |         |     |      |     |                 |     |         | 7.36 | 10.5           |                 | 1    |                |          |  |  |
| 25            | 0.252        |              |             |             |             |              |              |              |                                |              | 0.239        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.41           | 10.57           |      |                |          |  |  |
| 26            | 0.206        | 134.3        | 230.7       | 1024        | 1759        | 0.206        | 1.96         | 99           | 3.4                            | 4.12         | 100          | 7.1          | 7.4          | 10.32        |           |                 |           |         |     |      |     |                 |     |         | 7.4  | 10.32          |                 |      |                |          |  |  |
| 27            | 0.206        |              |             |             |             |              |              |              |                                |              | 0.21         |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
| 28            | 0.214        |              |             |             |             |              |              |              |                                |              | 0.202        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
| 29            | 0.206        |              |             |             |             |              |              |              |                                |              | 0.209        |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.2            | 9.85            |      |                |          |  |  |
| 30            | 0.245        |              |             |             |             |              |              |              |                                |              | 0.24         |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 7.28           | 10.52           |      | 2              |          |  |  |
| 31            |              |              |             |             |             |              |              |              |                                |              |              |              |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
| <b>Total</b>  | <b>7.495</b> | <b>783.2</b> | <b>1612</b> | <b>4891</b> | <b>9845</b> | <b>7.406</b> | <b>25.21</b> | <b>773.2</b> | <b>53.77</b>                   | <b>36.19</b> | <b>792.1</b> | <b>80.41</b> | <b>162.5</b> | <b>246.6</b> |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
|               | AVG 0.25     | AVG 98       | AVG 201     | AVG 611     | AVG 1231    | AVG 0.25     | AVG 3.2      | AVG 96.6     | AVG 6.7                        | AVG 4.5      | AVG 99.0     | AVG 10.1     | MIN 7        | MIN 9.2      | GEM 1     |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
| <b>Permit</b> | <b>0.57</b>  |              | <b>742</b>  |             | <b>1252</b> |              | <b>15</b>    | <b>85</b>    | <b>71</b>                      | <b>15</b>    | <b>85</b>    | <b>71</b>    | <b>6.5</b>   | <b>8.0</b>   | <b>91</b> |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
|               | MAX 0.46     | MAX 134      | MAX 265     | MAX 1134    | MAX 2165    | MAX 0.44     | AVW 5.0      | AVW 9.3      | AVW 5.4                        | AVW 12.7     | MAX 7.8      | MAX 10.6     | GM7 2        |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |
| <b>Limits</b> | <b>1.1</b>   |              |             |             |             |              | <b>23</b>    |              | <b>107</b>                     | <b>23</b>    |              | <b>107</b>   | <b>8.5</b>   | <b>182</b>   |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |      |                |          |  |  |

Please Circle ALL Permit Violations Mail to P.O. Box 47775, Olympia WA 98504-7775  
 AVG=Average AVW =Highest Weekly Average GEM=Geometric Mean MAX=Maximum MIN=Minimum  
 GM7=highest 7-day Geometric Mean

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Vern Merryman, WWTP Manager  
 Name and Title

Signature



# WASTEWATER TREATMENT PLANT MONITORING REPORT

|                                                   |                              |           |
|---------------------------------------------------|------------------------------|-----------|
| Permit No. WA0024040                              | Month November               | Year 2010 |
| Facility Name McCleary Wastewater Treatment Plant | County Grays Harbor          |           |
| Receiving Water East Fork Wildcat Creek           | Plant Operator Vern Merryman |           |
| Plant Type SBR and UV Disinfection                | Population 1550              |           |
| EFFLUENT OCTOBER THROUGH MAY                      |                              |           |

| Frequency     | 2/WEEK                | 2/WEEK                   | 5/WEEK                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---------------|-----------------------|--------------------------|-----------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Date          | TOTAL AMMONIA<br>MG/L | TOTAL AMMONIA<br>LBS/DAY | TEMPERATURE*<br>DEG C |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1             |                       |                          | 15.66                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2             |                       |                          | 14.88                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3             | 0.56                  | 1.88                     | 15                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4             |                       |                          | 15.66                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5             | 0.16                  | 0.33                     | 15.22                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6             |                       |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7             |                       |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8             |                       |                          | 13.77                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 9             |                       |                          | 13.88                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10            | 0.43                  | 0.79                     | 14.22                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 11            |                       |                          | 14                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 12            | 0.39                  | 0.74                     | 13.66                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 13            |                       |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 14            |                       |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 15            |                       |                          | 14.66                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 16            |                       |                          | 14.66                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 17            | 0.25                  | 0.39                     | 14                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 18            |                       |                          | 14.11                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 19            | 0.42                  | 1.21                     | 12.88                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 20            |                       |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 21            |                       |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 22            |                       |                          | 11.88                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 23            |                       |                          | 10.66                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 24            | 0.34                  | 0.66                     | 11                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 25            |                       |                          | 11.11                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 26            | 0.27                  | 0.46                     | 11.33                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 27            |                       |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 28            |                       |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 29            |                       |                          | 12.88                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 30            |                       |                          | 12.33                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 31            |                       |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Total</b>  | <b>2.82</b>           | <b>6.46</b>              | <b>297.5</b>          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|               | AVG 0.35              | AVG 0.81                 | AVG 13.5              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Permit</b> | <b>1.0</b>            |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|               | MXD 0.56              | MXD 1.88                 | MAX 15.7              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Limits</b> | <b>2.0</b>            |                          |                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**\*OCTOBER THROUGH APRIL ONLY**  
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 AVG=Average AVW =Highest Weekly Average GEM=Geometric Mean MAX=Maximum MIN=Minimum  
 GM7=highest 7-day Geometric Mean

I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Vern Merryman, WWTP Manager  
 Name and Title

\_\_\_\_\_  
 Signature

# WASTEWATER TREATMENT PLANT MONITORING REPORT

Permit No. WA0024040 Month December Year 2010  
 Facility Name McCleary Wastewater Treatment Plant County Grays Harbor  
 Receiving Water East Fork Wildcat Creek Plant Operator Vern Merryman  
 Plant Type SBR and UV Disinfection Population 1550

| Frequency     | INFLUENT     |              |             |             |              |              |              |              | EFFLUENT - OCTOBER THROUGH MAY |              |            |                 |              |            |                |                 |                |          |
|---------------|--------------|--------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------------------------|--------------|------------|-----------------|--------------|------------|----------------|-----------------|----------------|----------|
|               | CONT         | 2/WEEK       | 2/WEEK      | 2/WEEK      | 2/WEEK       | CONT         | 2/WEEK       |              | 2/WEEK                         | 2/WEEK       |            | 2/WEEK          | 5/WEEK       | 5/WEEK     | 2/WEEK         |                 |                |          |
| Date          | FLOW         | BOD 5-DAY    | BOD 5-DAY   | TSS         | TSS          | FLOW         | BOD 5-DAY    | BOD 5-DAY    | PERCENT REMOVAL                | BOD 5-DAY    | TSS        | PERCENT REMOVAL | TSS          | PH         | STANDARD UNITS | DISSOLVED OXYGE | FECAL COLIFORM | #/100 ML |
| 1             | 0.246        | 70.29        | 134.8       | 382.8       | 734.3        | 0.23         | 3            | 96           | 5.8                            | 3.16         | 99         | 6.1             | 6.9          | 9.61       | 1              |                 |                |          |
| 2             | 0.275        | 92           | 212.5       | 499.4       | 1154         | 0.277        | 2.95         | 97           | 6.8                            | 4.61         | 99         | 10.6            | 7.0          | 10         |                |                 |                |          |
| 3             | 0.232        |              |             |             |              | 0.227        |              |              |                                |              |            |                 | 6.8          | 10.17      |                |                 |                |          |
| 4             | 0.274        |              |             |             |              | 0.264        |              |              |                                |              |            |                 |              |            |                |                 |                |          |
| 5             | 0.231        |              |             |             |              | 0.225        |              |              |                                |              |            |                 |              |            |                |                 |                |          |
| 6             | 0.219        |              |             |             |              | 0.214        |              |              |                                |              |            |                 |              |            | 10.07          |                 |                |          |
| 7             | 0.204        |              |             |             |              | 0.213        |              |              |                                |              |            |                 | 6.9          | 8.88       | 2              |                 |                |          |
| 8             | 0.216        | 151.4        | 265.2       | 323.4       | 566.5        | 0.21         | 2.88         | 98           | 5.0                            | 9.19         | 97         | 16.1            | 6.9          | 11.18      |                |                 |                |          |
| 9             | 0.277        |              |             |             |              | 0.277        |              |              |                                |              |            |                 | 7.0          | 11.31      | 1              |                 |                |          |
| 10            | 0.352        | 85.4         | 245.7       | 1226        | 3527         | 0.345        | 2.45         | 97           | 7.0                            | 5.36         | 100        | 15.4            | 7.0          | 11.37      |                |                 |                |          |
| 11            | 0.362        |              |             |             |              | 0.373        |              |              |                                |              |            |                 | 7.1          |            |                |                 |                |          |
| 12            | 0.421        |              |             |             |              | 0.38         |              |              |                                |              |            |                 |              |            |                |                 |                |          |
| 13            | 0.811        |              |             |             |              | 0.817        |              |              |                                |              |            |                 | 6.6          | 11.38      |                |                 |                |          |
| 14            | 0.515        |              |             |             |              | 0.564        |              |              |                                |              |            |                 | 6.9          | 10.98      | 1              |                 |                |          |
| 15            | 0.512        | 90.42        | 391.4       | 662.9       | 2869         | 0.519        | 4.58         | 95           | 19.8                           | 7.38         | 99         | 31.9            | 6.9          | 11.33      |                |                 |                |          |
| 16            | 0.39         |              |             |             |              | 0.389        |              |              |                                |              |            |                 | 6.8          | 11.21      | 1              |                 |                |          |
| 17            | 0.33         | 72.08        | 203.8       | 244.2       | 690.5        | 0.339        | 16.41        | 77           | 46.4                           | 14.82        | 94         | 41.9            | 6.8          | 11.04      |                |                 |                |          |
| 18            | 0.294        |              |             |             |              | 0.29         |              |              |                                |              |            |                 |              |            | 10.84          |                 |                |          |
| 19            | 0.273        |              |             |             |              | 0.258        |              |              |                                |              |            |                 |              |            | 10.62          |                 |                |          |
| 20            | 0.275        |              |             |             |              | 0.264        |              |              |                                |              |            |                 | 6.8          | 10.47      | 1              |                 |                |          |
| 21            | 0.254        |              |             |             |              | 0.259        |              |              |                                |              |            |                 | 7.0          | 10.78      | 1              |                 |                |          |
| 22            | 0.233        | 83.79        | 153.7       | 402.6       | 738.6        | 0.22         | 3.96         | 95           | 7.3                            | 9.03         | 98         | 16.6            | 6.7          | 10.22      |                |                 |                |          |
| 23            | 0.226        | 89.46        | 158.9       | 269.9       | 479.4        | 0.213        | 3.23         | 96           | 5.7                            | 5.25         | 98         | 9.3             | 6.9          | 10.67      |                |                 |                |          |
| 24            | 0.27         |              |             |             |              | 0.248        |              |              |                                |              |            |                 | 6.8          | 10.74      |                |                 |                |          |
| 25            | 0.217        |              |             |             |              | 0.199        |              |              |                                |              |            |                 |              |            |                |                 |                |          |
| 26            | 0.221        |              |             |             |              | 0.201        |              |              |                                |              |            |                 |              |            |                |                 |                |          |
| 27            | 0.263        |              |             |             |              | 0.277        |              |              |                                |              |            |                 | 7.9          | 10.8       | 6              |                 |                |          |
| 28            | 0.307        |              |             |             |              | 0.32         |              |              |                                |              |            |                 | 7.0          | 10.44      | 3              |                 |                |          |
| 29            | 0.317        | 61.03        | 156.8       | 512         | 1315         | 0.308        | 3.54         | 94           | 9.1                            | 7.65         | 99         | 19.7            | 7.1          | 10.48      |                |                 |                |          |
| 30            | 0.261        | 82.71        | 178         | 467.1       | 1005         | 0.258        | 2.47         | 97           | 5.3                            | 10           | 98         | 21.5            | 7.3          | 10.97      |                |                 |                |          |
| 31            | 0.246        |              |             |             |              | 0.245        |              |              |                                |              |            |                 | 7.1          | 10.41      |                |                 |                |          |
| <b>Total</b>  | <b>9.524</b> | <b>878.6</b> | <b>2101</b> | <b>4990</b> | <b>13079</b> | <b>9.423</b> | <b>45.47</b> | <b>942.8</b> | <b>118.29</b>                  | <b>76.45</b> | <b>980</b> | <b>189.1</b>    | <b>159.9</b> | <b>266</b> |                |                 |                |          |
|               | AVG 0.31     | AVG 88       | AVG 210     | AVG 499     | AVG 1308     | AVG 0.30     | AVG 4.5      | AVG 94.3     | AVG 11.8                       | AVG 7.6      | AVG 98.0   | AVG 18.9        | MIN 6.62     | MIN 8.9    | GEM 1          |                 |                |          |
| <b>Permit</b> | <b>0.57</b>  |              | <b>742</b>  |             | <b>1252</b>  |              | <b>15</b>    | <b>85</b>    | <b>71</b>                      | <b>15</b>    | <b>85</b>  | <b>71</b>       | <b>6.5</b>   | <b>8.0</b> | <b>91</b>      |                 |                |          |
|               | MAX 0.81     | MAX 151      | MAX 391     | MAX 1226    | MAX 3527     | MAX 0.82     | AVW 10.5     |              | AVW 33.1                       | AVW 11.1     |            | AVW 36.9        | MAX 7.9      | MAX 11.4   | GM7 4          |                 |                |          |
| <b>Limits</b> | <b>1.1</b>   |              |             |             |              |              | <b>23</b>    |              | <b>107</b>                     | <b>23</b>    |            | <b>107</b>      | <b>8.5</b>   |            | <b>182</b>     |                 |                |          |

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 GM7=highest 7-day Geometric Mean

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Vern Merryman, WWTP Manager  
 Name and Title

Signature



# WASTEWATER TREATMENT PLANT MONITORING REPORT

Permit No. WA0024040

Month December Year 2010

Facility Name McCleary Wastewater Treatment Plant

County Grays Harbor

Receiving Water East Fork Wildcat Creek

Plant Operator Vern Merryman

Plant Type SBR and UV Disinfection

Population 1550

EFFLUENT OCTOBER THROUGH MAY

| Frequency     | 2/WEEK                  | 2/WEEK                   | 5/WEEK                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---------------|-------------------------|--------------------------|-------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Date          | TOTAL AMMONIA<br>MG/L   | TOTAL AMMONIA<br>LBS/DAY | TEMPERATURE<br>DEG C    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1             | 0.49                    | 0.94                     | 12.9                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2             | 0.33                    | 0.76                     | 12.7                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3             |                         |                          | 12.0                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4             |                         |                          |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5             |                         |                          |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6             |                         |                          |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7             |                         |                          | 12.3                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8             | 0.38                    | 0.66                     | 12.9                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 9             |                         |                          | 12.7                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10            | 0.75                    | 2.16                     | 12.7                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 11            |                         |                          | 11.9                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 12            |                         |                          |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 13            |                         |                          | 12.9                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 14            |                         |                          | 12.7                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 15            | 0.48                    | 2.08                     | 12.9                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 16            |                         |                          | 11.7                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 17            | 0.56                    | 1.58                     | 11.0                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 18            |                         |                          |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 19            |                         |                          |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 20            |                         |                          | 11.7                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 21            |                         |                          | 12.0                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 22            | 0.34                    | 0.62                     | 12.0                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 23            | 0.41                    | 0.73                     | 12.1                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 24            |                         |                          | 12.0                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 25            |                         |                          |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 26            |                         |                          |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 27            |                         |                          | 11.8                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 28            |                         |                          | 12.1                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 29            | 0.34                    | 0.87                     | 10.7                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 30            | 0.31                    | 0.67                     | 10.9                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 31            |                         |                          | 10.7                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Total</b>  | <b>4.39</b>             | <b>11.07</b>             | <b>276.9</b>            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|               | <small>AVG</small> 0.44 | <small>AVG</small> 1.11  | <small>AVG</small> 12.0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Permit</b> | <b>1.0</b>              |                          |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|               | <small>MAX</small> 0.75 | <small>MAX</small> 2.16  | <small>MAX</small> 12.9 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Limits</b> | <b>2.0</b>              |                          |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**\*OCTOBER THROUGH APRIL ONLY**

Please Circle ALL Permit Violations Mail to P.O. Box 47775, Olympia WA 98504-7775

AVG=Average AWW =Highest Weekly Average GEM=Geometric Mean MAX=Maximum MIN=Minimum

GM7=highest 7-day Geometric Mean

I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Vern Merryman, WWTP Manager  
 Name and Title

\_\_\_\_\_  
 Signature

# WASTEWATER TREATMENT PLANT MONITORING REPORT

Month January Year 2011

Permit No. WA0024040

County Grays Harbor

Facility Name McCleary Wastewater Treatment Plant

Plant Operator Vern Merryman

Receiving Water East Fork Wildcat Creek

Population 1550

Plant Type SBR and UV Disinfection

EFFLUENT - OCTOBER THROUGH MAY

| Date          | INFLUENT     |              |             |             |              |              |              |            |              |              | EFFLUENT   |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
|---------------|--------------|--------------|-------------|-------------|--------------|--------------|--------------|------------|--------------|--------------|------------|------------|--------------|--------------|-----------|-----------------|-----------|---------|-----|------|-----|-----------------|-----|---------|------|----------------|-----------------|-------|----------------|------------|--|
|               | CONT         | 2/WEEK       | 2/WEEK      | 2/WEEK      | 2/WEEK       | CONT         | 2/WEEK       | 2/WEEK     | 2/WEEK       | 2/WEEK       | 2/WEEK     | 2/WEEK     | 2/WEEK       | 2/WEEK       | 5/WEEK    | 5/WEEK          | 2/WEEK    |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
|               | FLOW         | MGD          | BOD 5-DAY   | MG/L        | BOD 5-DAY    | LBS/DAY      | TSS          | MG/L       | TSS          | LBS/DAY      | FLOW       | MGD        | BOD 5-DAY    | MG/L         | BOD 5-DAY | PERCENT REMOVAL | BOD 5-DAY | LBS/DAY | TSS | MG/L | TSS | PERCENT REMOVAL | TSS | LBS/DAY | pH   | STANDARD UNITS | DISSOLVED OXYGE | MG/L  | FECAL COLIFORM | #/100 ML   |  |
| 1             | 0.233        |              |             |             |              |              |              |            |              |              | 0.233      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 2             | 0.225        |              |             |             |              |              |              |            |              |              | 0.218      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                | 7.18            | 11.67 |                |            |  |
| 3             | 0.22         |              |             |             |              |              |              |            |              |              | 0.212      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                | 7.28            | 11.53 |                | 2          |  |
| 4             | 0.211        |              |             |             |              |              |              |            |              |              | 0.221      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                | 7.01            | 11.57 |                |            |  |
| 5             | 0.205        | 124.9        | 205.2       | 498         | 818.1        | 0.197        | 4.81         | 96         | 7.9          | 11.36        | 98         | 18.7       | 7.01         | 11.57        |           |                 |           |         |     |      |     |                 |     |         | 6.96 | 11.31          |                 | 1     |                |            |  |
| 6             | 0.24         | 103          | 199.3       | 1051        | 2033         | 0.232        | 2.29         | 98         | 4.4          | 5.09         | 100        | 9.8        | 6.96         | 11.31        |           |                 |           |         |     |      |     |                 |     |         | 6.71 | 10.71          |                 |       |                |            |  |
| 7             | 0.264        |              |             |             |              |              |              |            |              |              | 0.257      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 8             | 0.362        |              |             |             |              |              |              |            |              |              | 0.358      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 9             | 0.278        |              |             |             |              |              |              |            |              |              | 0.277      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 10            | 0.25         |              |             |             |              |              |              |            |              |              | 0.243      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 6.87           | 11.22           |       |                |            |  |
| 11            | 0.224        |              |             |             |              |              |              |            |              |              | 0.217      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 6.9            | 11.17           |       | 7              |            |  |
| 12            | 0.217        | 118.2        | 205.1       | 1503        | 2607         | 0.208        | 1.71         | 99         | 3.0          | 6.46         | 100        | 11.2       | 6.6          | 10.49        |           |                 |           |         |     |      |     |                 |     |         | 6.6  | 10.49          |                 |       |                |            |  |
| 13            | 0.349        | 107.6        | 301.5       | 1229        | 3443         | 0.336        | 3.06         | 97         | 8.6          | 12.22        | 99         | 34.2       | 6.51         | 11.26        |           |                 |           |         |     |      |     |                 |     |         | 6.51 | 11.26          |                 | 6     |                |            |  |
| 14            | 0.569        |              |             |             |              |              |              |            |              |              | 0.565      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 6.59           | 10.72           |       |                |            |  |
| 15            | 0.517        |              |             |             |              |              |              |            |              |              | 0.527      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 16            | 0.455        |              |             |             |              |              |              |            |              |              | 0.43       |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 17            | 0.999        |              |             |             |              |              |              |            |              |              | 0.77       |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 6.55           | 10.01           |       |                |            |  |
| 18            | 0.577        |              |             |             |              |              |              |            |              |              | 0.629      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 6.9            | 9.87            |       | 1              |            |  |
| 19            | 0.391        | 74.25        | 261.9       | 331.6       | 1170         | 0.423        | 4.9          | 93         | 17.3         | 3.35         | 99         | 11.8       | 6.81         | 9.86         |           |                 |           |         |     |      |     |                 |     |         | 6.81 | 9.86           |                 | 5     |                |            |  |
| 20            | 0.321        | 77.93        | 217.7       | 615.7       | 1720         | 0.335        | 3.25         | 96         | 9.1          | 2.86         | 100        | 8.0        | 7            | 10.62        |           |                 |           |         |     |      |     |                 |     |         | 6.93 | 11.22          |                 |       |                |            |  |
| 21            | 0.327        |              |             |             |              |              |              |            |              |              | 0.329      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 22            | 0.289        |              |             |             |              |              |              |            |              |              | 0.28       |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 23            | 0.266        |              |             |             |              |              |              |            |              |              | 0.267      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 24            | 0.248        |              |             |             |              |              |              |            |              |              | 0.244      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 6.91           | 10.89           |       |                |            |  |
| 25            | 0.268        |              |             |             |              |              |              |            |              |              | 0.266      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 6.96           | 10.14           |       | 3              |            |  |
| 26            | 0.262        | 47.98        | 96.8        | 94.61       | 190.9        | 0.242        | 7.67         | 84         | 15.5         | 9.79         | 90         | 19.8       | 7.04         | 9.39         |           |                 |           |         |     |      |     |                 |     |         | 7.04 | 9.39           |                 | 5     |                |            |  |
| 27            | 0.234        | 83.4         | 164.2       | 106.7       | 210          | 0.236        | 3.2          | 96         | 6.3          | 5.31         | 95         | 10.5       | 6.88         | 10.69        |           |                 |           |         |     |      |     |                 |     |         | 6.82 | 10.49          |                 |       |                |            |  |
| 28            | 0.226        |              |             |             |              |              |              |            |              |              | 0.215      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 29            | 0.262        |              |             |             |              |              |              |            |              |              | 0.251      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 30            | 0.232        |              |             |             |              |              |              |            |              |              | 0.22       |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
| 31            | 0.23         |              |             |             |              |              |              |            |              |              | 0.219      |            |              |              |           |                 |           |         |     |      |     |                 |     |         |      | 6.94           | 10.05           |       |                |            |  |
| <b>Total</b>  | <b>9.951</b> | <b>737.3</b> | <b>1652</b> | <b>5428</b> | <b>12192</b> | <b>9.657</b> | <b>30.89</b> | <b>759</b> | <b>72.02</b> | <b>56.44</b> | <b>779</b> | <b>124</b> | <b>144.4</b> | <b>267.2</b> |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
|               | AVG          | AVG          | AVG         | AVG         | AVG          | AVG          | AVG          | AVG        | AVG          | AVG          | AVG        | AVG        | AVG          | AVG          | MIN       | MIN             | GEM       |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
|               | 0.32         | 92           | 206         | 679         | 1524         | 0.31         | 3.9          | 94.9       | 9.0          | 7.1          | 97.4       | 15.5       | 6.51         | 9.4          |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                | 3          |  |
| <b>Permit</b> | <b>0.57</b>  |              | <b>742</b>  |             | <b>1252</b>  |              | <b>15</b>    | <b>85</b>  | <b>71</b>    | <b>15</b>    | <b>85</b>  | <b>71</b>  | <b>6.5</b>   | <b>8.0</b>   |           |                 | <b>91</b> |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
|               | MAX          | MAX          | MAX         | MAX         | MAX          | MAX          | MAX          | MAX        | MAX          | MAX          | MAX        | MAX        | MAX          | MAX          | MAX       | MAX             | GM7       |         |     |      |     |                 |     |         |      |                |                 |       |                |            |  |
|               | 1.00         | 125          | 302         | 1503        | 3443         | 0.77         | 5.4          |            | 13.2         | 9.3          |            | 22.7       | 7.3          | 11.7         |           |                 |           |         |     |      |     |                 |     |         |      |                |                 |       |                | 6          |  |
| <b>Limits</b> | <b>1.1</b>   |              |             |             |              |              |              |            |              |              | <b>23</b>  |            |              | <b>107</b>   | <b>23</b> |                 |           |         |     |      |     |                 |     |         |      | <b>107</b>     | <b>8.5</b>      |       |                | <b>182</b> |  |

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 GM7=highest 7-day Geometric Mean

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Vern Merryman, WWTP Manager  
 Name and Title

\_\_\_\_\_  
 Signature



# WASTEWATER TREATMENT PLANT MONITORING REPORT

Permit No. WA0024040

Month January Year 2011

Facility Name McCleary Wastewater Treatment Plant

County Grays Harbor

Receiving Water East Fork Wildcat Creek

Plant Operator Vern Merryman

Plant Type SBR and UV Disinfection

Population 1550

EFFLUENT OCTOBER THROUGH MAY

| Frequency     | 2/WEEK        |              | 5/WEEK       |       |  |  |  |  |  |  |  |  |  |  |  |  |
|---------------|---------------|--------------|--------------|-------|--|--|--|--|--|--|--|--|--|--|--|--|
| Date          | TOTAL AMMONIA |              | TEMPERATURE  |       |  |  |  |  |  |  |  |  |  |  |  |  |
|               | MG/L          | LBS/DAY      | TEMPERATURE  | DEG C |  |  |  |  |  |  |  |  |  |  |  |  |
| 1             |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 2             |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 3             |               |              | 10.0         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 4             |               |              | 9.8          |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 5             | 0.47          | 0.77         | 10.0         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 6             | 0.55          | 1.06         | 10.1         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 7             |               |              | 10.2         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 8             |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 9             |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 10            |               |              | 10.0         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 11            |               |              | 9.7          |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 12            | 0.33          | 0.57         | 10.4         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 13            | 0.81          | 2.27         | 10.9         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 14            |               |              | 10.7         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 15            |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 16            |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 17            |               |              | 10.2         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 18            |               |              | 10.2         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 19            | 1.11          | 3.92         | 10.1         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 20            | 0.92          | 2.57         | 10.9         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 21            |               |              | 10.7         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 22            |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 23            |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 24            |               |              | 10.9         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 25            |               |              | 10.9         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 26            | 0.5           | 1.01         | 11.3         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 27            | 0.5           | 0.98         | 10.6         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 28            |               |              | 10.7         |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 29            |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 30            |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| 31            |               |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Total</b>  | <b>5.19</b>   | <b>13.15</b> | <b>208.1</b> |       |  |  |  |  |  |  |  |  |  |  |  |  |
|               | AVG 0.65      | AVG 1.64     | AVG 10.4     |       |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Permit</b> | <b>1.0</b>    |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |
|               | MAX 1.11      | MAX 3.92     | MAX 11.3     |       |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Limits</b> | <b>2.0</b>    |              |              |       |  |  |  |  |  |  |  |  |  |  |  |  |

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 GM7=highest 7-day Geometric Mean

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Vern Merryman, WWTP Manager  
 Name and Title

\_\_\_\_\_  
 Signature



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300

January 31, 2010

Mr. Vern Merryman  
Water/Wastewater Superintendent  
City of McCleary  
100 South 3<sup>rd</sup> Street  
McCleary, WA 98557



Your address  
is in the  
Lower  
Chehalis  
watershed

Re: National Pollutant Discharge Elimination System (NPDES) Permit No. WA0024040, City of McCleary Wastewater Treatment Plant

Dear Mr. Merryman:

Your November 2010 Discharge Monitoring Report (DMR) indicates your influent reached 85 percent of the following design criteria:

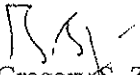
| <u>Monitoring Parameter</u> | <u>Sample Measurement</u> | <u>Design Criteria</u> |
|-----------------------------|---------------------------|------------------------|
| Total Suspended Solids      | 1231 lbs/day              | 1252 lbs/day           |

When influent flows or waste loads reach 85 percent of any design criteria for three consecutive months or when projected increases will reach the design criteria within five years, the planning and reporting requirements of Section S4 of your NPDES permit are triggered. Please refer to your permit for information on your obligations under this section.

If you have any questions regarding this matter (or if our information is incorrect), please contact your facility manager, Chuck Hoffman, at 360-407-6680 or [chof461@ecy.wa.gov](mailto:chof461@ecy.wa.gov), or you can call me at 360-407-6368, or e-mail me at [greg.zentner@ecy.wa.gov](mailto:greg.zentner@ecy.wa.gov).

If you need technical assistance, please contact your facility manager or call our technical assistance specialist Carl Jones at 360-407-6431 or by e-mail at [carl.jones@ecy.wa.gov](mailto:carl.jones@ecy.wa.gov).

Sincerely,

  
Gregory S. Zentner, P.E., Supervisor  
Municipal Operations Unit  
Water Quality Program  
Southwest Regional Office

GZ:CC(mccleary)

cc: Busse Nutley, City Administrator, City of McCleary  
Chuck Hoffman, Ecology  
Permit Compliance File







STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300

February 10, 2011

Mr. Vern Merryman  
Water/Wastewater Superintendent  
City of McCleary  
100 South 3<sup>rd</sup> Street  
McCleary, WA 98557



Your address  
is in the  
**Lower  
Chehalis**  
watershed

Re: National Pollutant Discharge Elimination System (NPDES) Permit No. WA0024040, City of McCleary  
Wastewater Treatment Plant

Dear Mr. Merryman:

Your December 2010 Discharge Monitoring Report (DMR) indicates your influent exceeded the following design criteria:

| <u>Monitoring<br/>Parameter</u> | <u>Sample<br/>Measurement</u> | <u>Design<br/>Criteria</u> |
|---------------------------------|-------------------------------|----------------------------|
| Total Suspended Solids          | 1308 lbs/day                  | 1252 lbs/day               |

Exceeding the above design criteria is a violation of your NPDES permit. However, we realize the influent suspended solids concentration is not typical for municipal wastewater. We would like to work with the city to determine why the measured influent solids are consistently greater than a typical municipal wastewater.

If you have any questions regarding this matter (or if our information is incorrect), please contact your facility manager, Chuck Hoffman, at 360-407-6680 or [chof461@ecy.wa.gov](mailto:chof461@ecy.wa.gov), or you can call me at 360-407-6368, or e-mail me at [greg.zentner@ecy.wa.gov](mailto:greg.zentner@ecy.wa.gov).

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Sincerely,

Gregory S. Zentner, P.E., Supervisor  
Municipal Operations Unit  
Water Quality Program  
Southwest Regional Office

GZ:CC(mccleary)

cc: Busse Nutley, City Administrator, City of McCleary  
Chuck Hoffman, Ecology  
Permit Compliance File



## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: February 17, 2011  
Re: Building Department Schedule

---

As a result of the reduction in force, I regret to announce that beginning February 21, 2011, the Building Department will only be open from 8 AM to noon on Mondays and 8 AM to 4:30 PM on Wednesday and Thursdays.

The goal is to try and accommodate the public as much as possible in conjunction with the reduction in hours. Building permit applications will still be accepted during normal business hours, however the response time will be dictated by the schedule above and the workload.

**Action Requested:**

No action requested. Provided for your information.

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: February 17, 2011  
Re: Clarification of Res. 625

---

As indicated in Mr. Glenn's memorandum, certain components of the previous resolution were not carried forward in the new resolution. The four main components of the resolution that we believe may be a source of contention are:

### **1. Governmental Rates (defined in Section VI.A of Res. 625)**

- a. It was my intent to have Council determine the discount, if any, that would be provided to governmental entities. As a result of the expeditious manner in which the resolution was passed, I neglected to remind Council that this section still needed to be addressed.
- b. As there are 3 facilities in question that an agency could use (Park, Kitchen, and Community Center), you may want to consider defining the hourly rate only applies to the Community Center. This can be completed by changing the first sentence to read, "Use of the Community Center..."
- c. As Section VI.A defines an hourly rate, where the rates shown in Section VIII are in 4 hour blocks. With no discount applied, the hourly rate translates to \$12.50 per hour for the Community Center.
- d. If the intent is not to provide governmental rates for the Community Center (or other facilities), you may wish to remove this section in its entirety.

### **2. Associations Related to the Operation of the Parks and Recreation Program (New Section defined in Section VI.B of Res. 625)**

- a. I envision that the Youth Soccer League Association and Softball Associations sponsoring the Bear Festival and Basset Tournaments would fall into this category, as these groups are typically diligent in maintaining the facility after use of the facility. If this is not consistent with your thoughts on this section, please let me know.
- b. In previous reports I neglected to provide a recommendation for this section.
- c. Again, as there are 3 facilities displayed in the Rate Section, you may want to consider specifying "Use of Beerbower Park..." as opposed to the general term facility.

- d. As this section identifies a one-time deposit, I would suggest that the deposit be consistent with the Park deposit originally recommended (\$100).
- e. If the intent is not to provide the Park to these Associations free of charge, you may wish to remove Section VI.B in its entirety.

**3. Celebration of Life Ceremonies (previously addressed but omitted from Res. 625)**

- a. When the original draft resolution was provided, I assumed (I know; the phrase that is derived from the word) that it was not the intent of Council to provide variable rates for different types of events. It was the staff's intent was to simplify the current resolution by removing the size of gathering, dances, sales, etc. Unfortunately, the "Local Funerals" and "Non-profit" segments were omitted as part of the simplification process.
- b. During implementation, it has become quite clear that customers are not thrilled with having the cost of Celebration of Life events increase by 500%.
- c. Based on the customer feedback, we would suggest that Council reconsider (or consider) the addition of a "Local Funeral" component under Section VI.
- d. As a result of the feedback we have been given, we have given some consideration to the term "Local" and how that should be defined. It is our belief that this rate should only apply to a Celebration of Life ceremony (or similar term) for an event after a burial at the City Cemetery that has occurred that day (you may wish to extend the duration to allow some flexibility). If there are other suggestions to defining the term, please use them as an opportunity to generate discussion.
- e. If you would like to consider the addition of this item, I am sure Mr. Glenn would be able to phrase the section appropriately.
- f. If this section is to be added, there are four variables that Council may wish to clarify:
  - i. Identify what discount (if any) would be provided,
  - ii. Determine if an hourly rate or block rate structure is appropriate,
  - iii. The billing rate for the rate structure chosen (if any), and
  - iv. Deposit amount (if any).

**4. Non-profit, non-sectarian, formally organized groups (again previously addressed but omitted from Res. 625)**

- a. Similar to Governmental rates, it was my intent to have Council determine the discount, if any, that would be provided to non-profit entities. Again, as a result of the expeditious manner in which the resolution was passed, I neglected to remind Council that this section still needed to be addressed.
- b. Non-profit entities are common users of the Park Kitchen, Beerbower Park, and Community Center. For example, under the rate structure identified in Section VIII of Resolution 625, the Food Bank would be charged \$45 a week for the service they provide, the Bear Festival would be charged \$50 a meeting for the Community Center, \$400 for the use of Beerbower Park for the actual event, and another \$45 per four hour block for preparing and serving the bear stew.
- c. We assume (there I go again) that these dramatic charges to our local community service organizations were not intended. Based on this assumption we would suggest that Council reconsider (or consider) the addition of a “Non-profit, non-sectarian, formally organized groups” component under Section VI.
- d. Again, if you would like to consider the addition of this item, I am sure Mr. Glenn would be able to phrase the section appropriately.
- e. As non-profit groups use all three facilities identified in the Resolution, I would suggest a stated reduction approach similar to what is provided in Section VI.C (senior non-profit rate) in the event you determine that charges are to remain.
- f. If this section is to be added, there are two variables that Council may wish to clarify:
  - i. Identify what discount (if any) would be provided, and
  - ii. Deposit amount (if any).

It is important to note that Resolution 473 only addressed the use of the Community Center, while Resolution 625 adds two new facilities, Park Kitchen and Beerbower Park.

**Action Requested:**

Please provide clarification on the four items addressed, as the Council pleases.

## STAFF REPORT

To: Mayor Dent  
From: Wendy Collins, Clerk-Treasurer  
Date: February 23, 2011  
Re: Request for Proposal – Software Vendors

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The Mayor and Wendy Collins held a conference call with the owners and representatives of Vision Software. The call was regarding the lack of compliance in delivery of the remaining software modules as promised, most importantly the utility billing module. The representatives were not able to provide convincing explanations as to why they failed to meet delivery deadlines and for not delivering the receipts the City needed to operate the receipting module.

The Mayor is moving to terminate the current contract and proceed with the Request for Proposal process. Dan Glenn and Wendy are working on a letter notifying Vision Software of the City's decision.

### **Action Requested:**

Please authorize staff to issue the Request for Proposal.



## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: March 4, 2011  
Re: Aberdeen Interlocal Agreement

---

As a result of the TSS violations, Todd contacted a variety of companies capable of conducting video reviews of the sanitary collection system. Additionally Todd contacted the City of Aberdeen, knowing they have the capability of TVing their system. The resulting product was Aberdeen providing a copy of their standard Interlocal agreement.

After receiving this agreement, I forwarded it on to Mr. Glenn for his review. Mr. Glenn, who recently developed a draft Interlocal between us and Hoquiam, contacted Eric Nelson, the Aberdeen City Attorney and both agreed to morph the agreements to be mutually meet the needs of both entities.

This topic was discussed early this week, thus at the time of writing this report the draft copy of the Interlocal may be provided next Council Meeting.

### **Action Requested:**

Review and consider authorizing the Interlocal agreement when provided.

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** is made and entered into this day by and between the following municipal corporations of the state of Washington: the cities of ABERDEEN and McCLEARY.

**WHEREAS**, each city that is a party to this agreement has equipment, vehicles and other items of personal property which are used in their respective public works and parks and recreation departments; and

**WHEREAS**, from time to time cities find it practical and economical to borrow on a temporary basis, equipment, vehicles and other items of personal property, with or without loaned personnel to operate the loaned equipment, from another city for use on various municipal projects;

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

**2. LOAN OF EQUIPMENT, VEHICLE OR OTHER PERSONAL PROPERTY – WITH LOANED PERSONNEL.** The party utilizing the personnel of another party or parties to operate equipment loaned under this agreement shall reimburse the party or parties loaning the personnel the actual cost of compensating said personnel at their usual hourly rate of pay. Each party that loans personnel to operate property borrowed under this agreement shall be responsible for any and all liability which arises from the wrongful or negligent acts or omissions of its employees in the performance of the agreement. The parties mutually agree to release and hold harmless and indemnify each other from any and all claims, costs, lawsuits, and legal judgments which arise from or out of the negligent or tortuous actions or inactions of its employees. Nothing herein shall require or be interpreted to require waiver of any defense arising out of Title 51 RCW. Borrowed personnel shall remain employees of the loaning city for all purposes, including Title 51 RCW. Whenever any loaned employee is injured while acting pursuant to this agreement, even though such injury may have occurred while the loaned employee was under the direction of the party borrowing the property and personnel, the loaned employee or his/her dependents shall receive from the loaning employer the same benefits the loaned employee would have received acting under the immediate direction of the loaning employer and within the loaning employer's jurisdiction.

**3. RETURN OF EQUIPMENT, VEHICLE, OR OTHER PERSONAL PROPERTY.** Each City which is loaned an item of equipment, a vehicle or other item of personal property shall be responsible for proper storage, operation and maintenance of the item while it is in that City's use and possession, and shall return the item to the other City in the same condition as received less normal wear and tear. A city that borrows personnel to operate the loaned property shall not be responsible for damages to the equipment solely caused by the negligence of the operator.

**4. NO WARRANTIES – "AS IS" CONDITION.** Each City hereby acknowledges that the other City does not guarantee the condition of any item of equipment, vehicle, or other item of personal property which is loaned in any fashion and that no warranty of any kind has been or

is being made by as regards a loaned item. The City that loans the item does not certify or warrant that the loaned item is safe or fit for any particular purpose or use, and the other City relies wholly upon its own observations and inspection of the vehicle, equipment or other item of personal property in determining the appropriateness of the item for its uses and as to its safe or unsafe condition. The City which borrows the equipment, vehicle or other item of personal property recognizes and acknowledges that the item is being loaned in an "as is condition", without warranty as to its fitness or safety and that any verbal representations to the contrary are repudiated hereby in this document.

**5. RELEASE AND INDEMNIFICATION.** In consideration of an agreement of a City to loan a item of equipment, vehicle or other item of personal property, and/or the personnel to operate the loaned property, the other City agrees to waive and release any and all rights and cause of action for damages or injury which it, its officers, agents, or employees may have or which may accrue hereafter, whether now known or unknown, against the City which makes the loan of the item and operating personnel, its employees, officials, officers and agents for any and all loss, damage or injury or claim or legal action thereof on account of any injury or death to any party or damage to any property arising out of or in connection with the use or operation of the item loaned herein. The City which is loaned the item further agrees to hold harmless, defend and indemnify the other City, its employees, officials, officers and agents from any and all claims of liability for injury or damage suffered by third parties or entities out of its use of the item being loaned herein.

**6. INSURANCE.** ABERDEEN, and McCLEARY are members of the Washington Cities Insurance Authority (WCIA). During the duration of the use of the loaned equipment, vehicle or other item of personal property, the city which is loaned the item shall provide both liability and first party coverage through its own insurance pool or insurance carrier in connection with the use of the loaned item, and any liability loss shall be covered by its coverage.

**7. TERMINATION.** Each city shall have the right to terminate this agreement and to take immediate possession of any item of equipment, vehicle or other item of personal property which has been loaned to the other city, with or without advance notice, should circumstances arise which create an immediate need to use the item in the operations of the city which made the loan.

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

DATED: \_\_\_\_\_, 2011

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: March 4, 2011  
Re: GA Surplus Agreement

---

Attached you will find a letter and request for entering into an agreement with the Washington State General Administration regarding the use of their services to surplus equipment.

The agreement is not a sole source agreement and gives us an avenue to be used in the event Council authorizes sending equipment to surplus.

**Action Requested:**

Authorize the Mayor to execute the surplus Agreement with General Administration.



State of Washington  
**Department of General Administration**  
**Administrative Services Division**

210 11<sup>th</sup> Avenue, SW • PO Box 41008 • Olympia, WA 98504-1008  
(360) 902.7320 • FAX (360) 664.9040

February 14, 2011

Dear Valued Surplus Property Customer:

In November 2010, the Department of General Administration sent you a letter announcing the Material and Management Center (MMC) consolidation of its transport, surplus and storage operations. MMC closed its Auburn facility in December 2010, and moved all operations to the current Tumwater location:

7511 New Market Street  
Tumwater, WA 98512  
(360) 753-3508

Included with that letter were two copies of an amendment to your current agreement with MMC. The amendment addressed our transition to the Tumwater location and required your signature. To date, we have not received the signed amendment. For your convenience, two copies of the aforementioned amendment are included with this letter. If you are not the correct contact for your agency, please forward this letter or provide us with the current contact's information. Please sign and return **both copies** of this amendment at your earliest opportunity to:

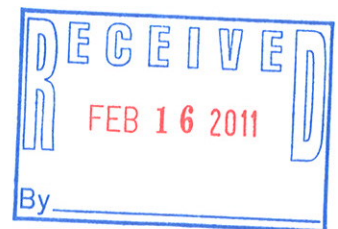
Kris Gorgas  
Department of General Administration, Financial Office  
210 11<sup>th</sup> Avenue SW, Room 303  
PO Box 41008  
Olympia, WA 98504-1008

Thank you for your assistance. Please call (360) 586-0356 or email [surplusmail@ga.wa.gov](mailto:surplusmail@ga.wa.gov) if you have any questions.

Sincerely,

Kris Gorgas  
Contract Specialist

Enclosure



**INTERAGENCY AGREEMENT AMENDMENT  
BETWEEN  
STATE OF WASHINGTON,  
DEPARTMENT OF GENERAL ADMINISTRATION  
AND  
CITY OF MCCLEARY**

The parties to this Agreement, the Department of General Administration, Services Division, Materials Management Center, Surplus Property, hereinafter referred to as "GA" and City of McCleary, hereinafter referred to as "CITY", hereby amend the Agreement as follows:

**1. STATEMENT OF WORK**

GA, under its authority in RCW 43.19.1919, acting on behalf of CITY shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement.

GA agrees to sell vehicles, equipment and other personal property, except for hazardous materials, that are declared surplus and turned over to GA for disposal ("Property"). **GA further agrees to include the following clause in its Terms and Conditions of sale with any purchase of CITY Property in substantially the same form: "All available information about the item has been reported in this listing. The item may have defects of which the Washington State Surplus Program is unaware. You are bidding on these item(s) 'as is, where is.' All sales are final. Personal inspection is strongly advised. Failure to inspect the item shall not be grounds for any claim or property abandonment."** All surplus property turned over to GA is publicly advertised via the GA website ([www.ga.wa.gov/surplus](http://www.ga.wa.gov/surplus)). Methods for selling surplus property will include, but are not limited to:

1. Priority Sales (See WAC 236-48-190)
2. Public Sales
3. Internet Sales

A. GA agrees to provide the following services:

1. Properly store and assume responsibility for the safekeeping of all vehicles, equipment and other personal property.
2. Endeavor to obtain resale prices equal to the industry standard trade-in or quick sale equipment values.
3. Sell surplus property turned over to GA in a timely manner, collect payment from buyer, and reimburse CITY the proceeds of sales, less GA's authorized fees per current published fee schedule ([www.ga.wa.gov/surplus](http://www.ga.wa.gov/surplus)).
4. Take all necessary administrative actions to ensure surplus property turned over to GA ownership is legally and fully transferred from the CITY to the buyer.
5. Take responsibility for resolving any ownership issues that may arise after surplus property is purchased.
6. Set up Login ID and Password to the Property Disposal System for CITY staff authorized to submit surplus property.
7. Review SF267-A submitted within 24 hours and assign a GA Authority Number for approved property.

B. CITY agrees that it will:

1. Submit disposal forms SF267-A for all surplus property using GA's online Property Disposal Request System, along with signed vehicle and equipment titles.
2. Contact GA at **(360) 753-3508** two days (48 hours) prior to delivery of surplus property.



**INTERAGENCY AGREEMENT AMENDMENT  
BETWEEN  
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DEPARTMENT OF GENERAL ADMINISTRATION  
AND  
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## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Paul Nott, Acting Senior Lineman  
Date: March 6, 2011  
Re: Substation Work

---

### **Background**

Unfortunately one of the most common oversights of small utilities is substation maintenance. We contacted KVA Electric to provide an overview of recommended maintenance practices for a Substation Maintenance Program. KVA's history with the City of McCleary goes back to 1995, when the City contacted KVA to obtain recommendations regarding substation maintenance right before a transformer at the 4kV substation failed.

KVA graciously came out to meet with us on February 8, 2011. They explained their recommended approach to routine inspection, security monitoring, and scheduled maintenance. One of the major topics discussed at this meeting was the use of an analytical method called a Dissolved Gas Analysis (DGA). Using this process, we can detect certain combustible gases generated in oil-filled transformers. These gases are frequently the first available indication of a malfunction that may eventually lead to failure if not corrected, similar to a blood test used in the medical field. To our knowledge, the City has not conducted a DGA in over 12+ years; at either substation. The industry standard for conducting a DGA on oil-filled transformers is annually.

### **Test Results**

Sampling was completed on February 10, 2011 and the results were received March 1, 2011. At the 4kV substation, the single phase transformers and single phase voltage regulators were evaluated. At the 12kV substation, the three phase transformer and three phase Load Tap Changer (LTC) were inspected.

#### 4kV Substation (7<sup>th</sup> and Maple) Findings

##### *4 KV Transformers:*

The DGA results for the transformers "exhibit good condition overall" with no recommendations.

##### *4 KV Regulators:*

DGA samples were not taken from the regulators at this substation. The theory used for this decision was that the recommended maintenance interval for these types of regulators is a 1-2 year cycle. Since it has been in excess of 16 years since any type of maintenance has occurred, the DGA would likely show that continued use of these regulators is potentially hazardous. Additionally, a visual inspection was completed on the regulators and all were deemed to be in poor condition. Based on the duration since the last service and the condition, these regulators must be replaced or rebuilt.

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

### *12KV Transformer:*

The DGA results for the three phase transformer “exhibits poor condition”. The DGA conducted on the transformer identified a significant quantity of combustible gas. The presence of Silicon in the oil indicates that cross contamination is a possibility during the last processing (filtering), potentially resulting in a “false positive” sample. The results of the DGA indicate that during the life of this transformer it has experienced an “overloaded condition”. This transformer was purchased used from Clallam Co. PUD when the City built the new substation. After further investigation we have confirmed that the overloading condition occurred during its use at Clallam. It has been recommended to process the oil to remove the combustible gases from this transformer which will improve and increase the life of this transformer and will also create a baseline for future testing.

### *12 KV LTC:*

The DGA results for the LTC “exhibits poor condition”. This unit was designed to be maintenance free and arc free, however the results of the DGA indicate the unit has been arcing and overheating. Additionally, the DGA found a very high level of Acetylene in the oil. This unit was also purchased from Clallam Co. PUD, which had been previously overloaded. It has been recommended to drain the oil, visually inspect and test the internal components of the LTC and provide new oil to the unit.

### **Impacts**

Obviously, by the test results, it appears that there is a significant need to perform these repairs. Even though there is a substantial cost involved (projected cost is approximately \$76,000), the City has to consider the fact that by not completing these repairs could result in a catastrophic event at one or both substations that would prove to be an even more costly/timely repair and also pose a possible threat to the safety of the public and City personnel. By performing these repairs there will also be a baseline for future testing and maintenance created for the future. It should be noted that currently the City has two substations of different voltages in which there is an inability to tie the two together for repair or maintenance. Since we have no alternative means of switching power from one sub to another then repair in the event of failure will require lengthy outages.

It is expected that a 6 week lead time will be required for new or refurbished material procurement to replace the 4kV voltage regulators, but will only require one outage to conduct the repair. Rebuilding the existing units is projected to be a minimum of 3 weeks, but will require two separate outages. In either case, we must take these regulators out of service (bypass) until they are repaired or replaced. These regulators are used to keep our standard voltage within 5% above or below our standard voltage (as required by WAC 480-100-373). An exception to WAC 480-100-373 is provided in the case of providing emergency service. By running unregulated, there is the possibility of exceeding the 5% above or below the regulated standard, which may result in damaging customer electronics. By continuing to use the existing regulators at the 4kV substation

the risk of a catastrophic event is probable. It is anticipated that new/refurbished regulators can be installed and commissioned at the 4kV substation during an 8 hour outage.

An outage is required at the 12kV substation to perform the processing of the transformer and visual inspection / testing of the LTC. The visual inspection and testing will focus on two locations within the LTC which could generate arcing. It is anticipated that the outage will be approximately 24 hours long. In the mean time, we have switched the LTC into manual mode, as running the LTC in automatic is similar to continuing to use the voltage regulators at the 4kV substation. By switching the LTC into manual mode, we limit the possibility of a catastrophic event.

### **Moving Forward**

We have prepared a small works package that was distributed Friday March 4, 2011. The package was sent to all contractors who marked "Electrical" on their small works application. Bids are due by March 9, 2011 at 4:30 PM. After bids have been received, we will compile the documents and provide a summary and recommendation of award to Council that evening.

Based on the nature of work and the lead time required for the 4KV components, work will likely be done under two separate outages. Pending award schedule and customer notification, we would like to begin the work on the LTC at 12:00 AM on Saturday, March 19, 2011. Due to the potential severity of this issue, it is a contractual requirement for the contractor to begin work within 48 hours of notice to proceed (please note notice to proceed is different than notice of award).

### **Action Requested:**

Award the small works contract for repair of both substations to the lowest responsive and responsible bidder.

## STAFF REPORT

To: Mayor Dent  
From: Nick Bird, P.E., Director of Public Works  
Date: March 4, 2011  
Re: Reservoir Progress Estimate #4 & Closeout

---

Attached you will find the final progress estimate for the reservoir project. The final progress estimate defines additional components that we must complete after the project is accepted as complete and when we can release the retainage for the project.

Additionally, a reconciliation change order has been attached to (and included in) the final progress estimate. The reconciliation change order is required to adjust the unit bid and minor change items of work to the actual amounts used in the contract.

Finally, as the work has been completed by the Contractor, the Engineer has recommended that we accept the project as complete and begin the close out process.

### **Action Requested:**

1. Authorize the Mayor to execute Change Order 1.
2. Authorize payment of Progress Estimate No. 4. The amount to be paid to the Contractor is \$4,394.49 and the amount to be deposited in the retainage account is \$212.50.
3. Accept the project as complete.



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS

March 3, 2011

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

SUBJECT: FINAL PROGRESS ESTIMATE NO. 4, RESERVOIR REPAINTING  
PROJECT  
CITY OF MCCLEARY, GRAYS HARBOR COUNTY, WASHINGTON  
G&O #09293

Dear Mr. Bird:

We have enclosed two copies of Progress Estimate No. 4, which is the final progress estimate for this project. Also enclosed is the final reconciliation change order for the project. The 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<br/>in Retainage Account</u> | <u>Total Retainage Amount</u> |
|-----------------------|--------------------------------------------------------|-------------------------------|
| \$4,394.49            | \$212.50                                               | \$7,166.73                    |

The project has been completed in compliance with the Contract. We therefore recommend the City of McCleary accept the project as complete.

After the City has accepted the project as complete, the City needs to:

1. Complete and forward to the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department the attached "Notice of Completion of Public Works Contract" form (enclosed).

The retainage may be released to the contractor immediately upon the completion of the following items:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City meeting minutes.





Mr. Nick Bird, P.E.  
March 3, 2011  
Page 2

2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. "Affidavit of Wages Paid" forms are on file with the City for the contractor and all subcontractors, regardless of tier.
6. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact the undersigned if you have any questions or concerns regarding these matters.

Very truly yours,

GRAY & OSBORNE, INC.

Joseph Plahuta

JP/sp  
Encl.

cc: Mr. Don Shields, Shields Painting Corporation  
Ms Debbie Harper, USDA Rural Development  
Mr. David Dunnell, USDA Rural Development

**FINAL PROGRESS ESTIMATE NO. 4**  
**MARCH 2, 2011**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 FEBRUARY 1, 2011 TO FEBRUARY 28, 2011

PROJECT:  
 CITY OF MCCLEARY  
 RESERVOIR REPAINTING PROJECT  
 G&O #09293

CONTRACTOR:  
 SHIELDS PAINTING CORPORATION  
 15025 SE MONNER ROAD  
 HAPPY VALLEY, OR 97086

| BID ITEMS                            |                                                     |          |             | QUANTITIES       |                      | PROJECT COSTS     |                       | ESTIMATED<br>PERCENT OF<br>PROJECT<br>COMPLETION |
|--------------------------------------|-----------------------------------------------------|----------|-------------|------------------|----------------------|-------------------|-----------------------|--------------------------------------------------|
| NO.                                  | DESCRIPTION                                         | QUANTITY | UNIT PRICE  | TOTAL<br>TO DATE | TOTAL THIS<br>PERIOD | AMOUNT TO<br>DATE | AMOUNT THIS<br>PERIOD |                                                  |
| <b><u>SCHEDULE A (BASE BID):</u></b> |                                                     |          |             |                  |                      |                   |                       |                                                  |
| 1                                    | MOBILIZATION                                        | 1 LS     | \$12,500.00 | 100%             | 34%                  | \$12,500.00       | \$4,250.00            | 100%                                             |
| 2                                    | SURFACE PREPERATION FOR<br>500,000 GALLON RESERVOIR | 1 LS     | \$58,000.00 | 100%             | 0%                   | \$58,000.00       | \$0.00                | 100%                                             |
| 3                                    | INTERIOR PAINTING FOR 500,000<br>GALLON RESERVOIR   | 1 LS     | \$14,850.00 | 100%             | 0%                   | \$14,850.00       | \$0.00                | 100%                                             |
| 4                                    | DEHUMIDIFIATION AND HEAT                            | 1 LS     | \$5,800.00  | 100%             | 0%                   | \$5,800.00        | \$0.00                | 100%                                             |
| 5                                    | REMOVAL OF MILL SCALE                               | 8,909 SF | \$1.00      | 8,909            | 0                    | \$8,909.00        | \$0.00                | 100%                                             |
| 6                                    | MINOR CHANGES                                       | 1 LS     | \$2,341.00  | 100%             | 0%                   | \$2,341.00        | \$0.00                | 100%                                             |
| <b><u>SCHEDULE B (ADDITIVE):</u></b> |                                                     |          |             |                  |                      |                   |                       |                                                  |
| 1                                    | MOBILIZATION                                        | 1 LS     | \$6,500.00  | 100%             | 0%                   | \$6,500.00        | \$0.00                | 100%                                             |
| 2                                    | SURFACE PREPERATION FOR<br>150,000 GALLON RESERVOIR | 1 LS     | \$23,700.00 | 100%             | 0%                   | \$23,700.00       | \$0.00                | 100%                                             |
| 3                                    | INTERIOR PAINTING FOR 150,000<br>GALLON RESERVOIR   | 1 LS     | \$7,000.00  | 100%             | 0%                   | \$7,000.00        | \$0.00                | 100%                                             |
| 4                                    | DEHUMIDIFIATION AND HEAT                            | 1 LS     | \$2,400.00  | 100%             | 0%                   | \$2,400.00        | \$0.00                | 100%                                             |
| 5                                    | REMOVAL OF MILL SCALE                               | 0 SF     | \$1.00      | 0                | 0                    | \$0.00            | \$0.00                | 100%                                             |
| 6                                    | MINOR CHANGES                                       | 1 LS     | \$1,334.69  | 100%             | 0%                   | \$1,334.69        | \$0.00                | 100%                                             |
| CHANGE ORDERS:<br>CO1<br>CO2         |                                                     |          |             |                  |                      |                   |                       |                                                  |

**FINAL PROGRESS ESTIMATE NO. 4**  
**MARCH 2, 2011**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 FEBRUARY 1, 2011 TO FEBRUARY 28, 2011

PROJECT:  
 CITY OF MCCLEARY  
 RESERVOIR REPAINTING PROJECT  
 G&O #09293

CONTRACTOR:  
 SHIELDS PAINTING CORPORATION  
 15025 SE MONNER ROAD  
 HAPPY VALLEY, OR 97086

|                                            | PROJECT COSTS  |                    |
|--------------------------------------------|----------------|--------------------|
|                                            | AMOUNT TO DATE | AMOUNT THIS PERIOD |
| <b>TOTAL EARNED TO DATE</b>                |                |                    |
| SALES TAX                                  | 8.40%          |                    |
| <b>TOTAL WITH SALES TAX</b>                |                |                    |
| LESS 5% RETAINED (BEFORE TAX)              |                |                    |
| <b>TOTAL EARNED TO DATE LESS RETAINAGE</b> |                |                    |
| <br>                                       |                |                    |
| CONTRACT AMOUNT (Incl. Sales Tax)          | \$155,374.80   |                    |
| CONTRACT PERCENTAGE TO DATE                | 100.00%        |                    |
| <br>                                       |                |                    |
| PROGRESS ESTIMATE NO. 1                    |                | \$44,585.84        |
| PROGRESS ESTIMATE NO. 2                    |                | \$89,337.70        |
| PROGRESS ESTIMATE NO. 3                    |                | \$9,890.04         |
| <b>TOTAL PAYMENT NOW DUE:</b>              |                | <b>\$4,394.49</b>  |

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

GRAY & OSBORNE, INC.

  
 MICHAEL B. JOHNSON, P.E.

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

| PAY EST NO.   | PROGRESS ESTIMATE PERIOD DATES         | TOTAL EARNED PER PERIOD | SALES TAX |                    | MATERIALS ON HAND | RETAINAGE (5%)    | TOTAL PAYMENT       |
|---------------|----------------------------------------|-------------------------|-----------|--------------------|-------------------|-------------------|---------------------|
|               |                                        |                         | RATE      | SALES TAX AMOUNT   |                   |                   |                     |
| 1             | NOVEMBER 15, 2010 TO NOVEMBER 30, 2010 | \$43,119.77             | 8.40%     | \$3,622.06         | \$0.00            | \$2,155.99        | \$44,585.84         |
| 2             | DECEMBER 1, 2010 TO DECEMBER 31, 2010  | \$86,400.09             | 8.40%     | \$7,257.61         | \$0.00            | \$4,320.00        | \$89,337.70         |
| 3             | JANUARY 1, 2011 TO JANUARY 31, 2011    | \$9,564.83              | 8.40%     | \$803.45           | \$0.00            | \$478.24          | \$9,890.04          |
| 4             | FEBRUARY 1, 2011 TO FEBRUARY 28, 2011  | \$4,250.00              | 8.40%     | \$356.99           | \$0.00            | \$212.50          | \$4,394.49          |
| <b>TOTAL:</b> |                                        | <b>\$143,334.69</b>     |           | <b>\$12,040.11</b> | <b>\$0.00</b>     | <b>\$7,166.73</b> | <b>\$148,208.07</b> |

**FINAL PROGRESS ESTIMATE NO. 4**  
**MARCH 2, 2011**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 FEBRUARY 1, 2011 TO FEBRUARY 28, 2011

PROJECT:  
 CITY OF MCCLEARY  
 RESERVOIR REPAINTING PROJECT  
 G&O #09293

CONTRACTOR:  
 SHIELDS PAINTING CORPORATION  
 15025 SE MONNER ROAD  
 HAPPY VALLEY, OR 97086

| BID ITEMS                            |                                                     |          |      | QUANTITIES  |                  | PROJECT COSTS        |                   | ESTIMATED<br>PERCENT OF<br>PROJECT<br>COMPLETION |                       |
|--------------------------------------|-----------------------------------------------------|----------|------|-------------|------------------|----------------------|-------------------|--------------------------------------------------|-----------------------|
| NO.                                  | DESCRIPTION                                         | QUANTITY | UNIT | UNIT PRICE  | TOTAL<br>TO DATE | TOTAL THIS<br>PERIOD | AMOUNT TO<br>DATE |                                                  | AMOUNT THIS<br>PERIOD |
| <b><u>SCHEDULE A (BASE BID):</u></b> |                                                     |          |      |             |                  |                      |                   |                                                  |                       |
| 1                                    | MOBILIZATION                                        | 1        | LS   | \$12,500.00 | 100%             | 34%                  | \$12,500.00       | \$4,250.00                                       | 100%                  |
| 2                                    | SURFACE PREPERATION FOR<br>500,000 GALLON RESERVOIR | 1        | LS   | \$58,000.00 | 100%             | 0%                   | \$58,000.00       | \$0.00                                           | 100%                  |
| 3                                    | INTERIOR PAINTING FOR 500,000<br>GALLON RESERVOIR   | 1        | LS   | \$14,850.00 | 100%             | 0%                   | \$14,850.00       | \$0.00                                           | 100%                  |
| 4                                    | DEHUMIDFCIATION AND HEAT                            | 1        | LS   | \$5,800.00  | 100%             | 0%                   | \$5,800.00        | \$0.00                                           | 100%                  |
| 5                                    | REMOVAL OF MILL SCALE                               | 8,909    | SF   | \$1.00      | 8,909            | 0                    | \$8,909.00        | \$0.00                                           | 100%                  |
| 6                                    | MINOR CHANGES                                       | 1        | LS   | \$2,341.00  | 100%             | 0%                   | \$2,341.00        | \$0.00                                           | 100%                  |
| <b><u>SCHEDULE B (ADDITIVE):</u></b> |                                                     |          |      |             |                  |                      |                   |                                                  |                       |
| 1                                    | MOBILIZATION                                        | 1        | LS   | \$6,500.00  | 100%             | 0%                   | \$6,500.00        | \$0.00                                           | 100%                  |
| 2                                    | SURFACE PREPERATION FOR<br>150,000-GALLON RESERVOIR | 1        | LS   | \$23,700.00 | 100%             | 0%                   | \$23,700.00       | \$0.00                                           | 100%                  |
| 3                                    | INTERIOR PAINTING FOR 150,000<br>GALLON RESERVOIR   | 1        | LS   | \$7,000.00  | 100%             | 0%                   | \$7,000.00        | \$0.00                                           | 100%                  |
| 4                                    | DEHUMIDFCIATION AND HEAT                            | 1        | LS   | \$2,400.00  | 100%             | 0%                   | \$2,400.00        | \$0.00                                           | 100%                  |
| 5                                    | REMOVAL OF MILL SCALE                               | 0        | SF   | \$1.00      | 0                | 0                    | \$0.00            | \$0.00                                           | 100%                  |
| 6                                    | MINOR CHANGES                                       | 1        | LS   | \$1,334.69  | 100%             | 0%                   | \$1,334.69        | \$0.00                                           | 100%                  |
| CHANGE ORDERS:<br>CO1<br>CO2         |                                                     |          |      |             |                  |                      |                   |                                                  |                       |

**FINAL PROGRESS ESTIMATE NO. 4**  
**MARCH 2, 2011**

CITY OF MCCLEARY  
 GRAYS HARBOR COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 FEBRUARY 1, 2011 TO FEBRUARY 28, 2011

PROJECT:  
 CITY OF MCCLEARY  
 RESERVOIR REPAINTING PROJECT  
 G&O #09293

CONTRACTOR:  
 SHIELDS PAINTING CORPORATION  
 15025 SE MONNER ROAD  
 HAPPY VALLEY, OR 97086

|                                            | PROJECT COSTS       |                    |
|--------------------------------------------|---------------------|--------------------|
|                                            | AMOUNT TO DATE      | AMOUNT THIS PERIOD |
| TOTAL EARNED TO DATE                       | \$143,334.69        | \$4,250.00         |
| SALES TAX                                  | 8.40%               | \$356.99           |
| TOTAL WITH SALES TAX                       | \$155,374.80        | \$4,606.99         |
| LESS 5% RETAINED (BEFORE TAX)              | \$7,166.73          | \$212.50           |
| <b>TOTAL EARNED TO DATE LESS RETAINAGE</b> | <b>\$148,208.07</b> |                    |
| <br>                                       |                     |                    |
| CONTRACT AMOUNT (Incl. Sales Tax)          | \$155,374.80        |                    |
| CONTRACT PERCENTAGE TO DATE                | 100.00%             |                    |
| <br>                                       |                     |                    |
| PROGRESS ESTIMATE NO. 1                    | \$44,585.84         |                    |
| PROGRESS ESTIMATE NO. 2                    | \$89,337.70         |                    |
| PROGRESS ESTIMATE NO. 3                    | \$9,890.04          |                    |
| <b>TOTAL PAYMENT NOW DUE:</b>              | <b>\$4,394.49</b>   | <b>\$4,394.49</b>  |

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

GRAY & OSBORNE, INC.

  
 MICHAEL B. JOHNSON, P.E.

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

| PAY EST NO.   | PROGRESS ESTIMATE PERIOD DATES         | TOTAL EARNED PER PERIOD | SALES TAX RATE | SALES TAX AMOUNT   | MATERIALS ON HAND | RETAINAGE (5%)    | TOTAL PAYMENT       |
|---------------|----------------------------------------|-------------------------|----------------|--------------------|-------------------|-------------------|---------------------|
| 1             | NOVEMBER 15, 2010 TO NOVEMBER 30, 2010 | \$43,119.77             | 8.40%          | \$3,622.06         | \$0.00            | \$2,155.99        | \$44,585.84         |
| 2             | DECEMBER 1, 2010 TO DECEMBER 31, 2010  | \$86,400.09             | 8.40%          | \$7,257.61         | \$0.00            | \$4,320.00        | \$89,337.70         |
| 3             | JANUARY 1, 2011 TO JANUARY 31, 2011    | \$9,564.83              | 8.40%          | \$803.45           | \$0.00            | \$478.24          | \$9,890.04          |
| 4             | FEBRUARY 1, 2011 TO FEBRUARY 28, 2011  | \$4,250.00              | 8.40%          | \$356.99           | \$0.00            | \$212.50          | \$4,394.49          |
| <b>TOTAL:</b> |                                        | <b>\$143,334.69</b>     |                | <b>\$12,040.11</b> | <b>\$0.00</b>     | <b>\$7,166.73</b> | <b>\$148,208.07</b> |

# Change Order No. 1

|                                          |                         |                                    |
|------------------------------------------|-------------------------|------------------------------------|
| Date of Issuance: <u>03/2/11</u>         |                         | Effective Date: _____              |
| Project: Reservoir Repainting Project    | Owner: City of McCleary | Owner's Contract No.: _____        |
| Contract: Reservoir Repainting Project   |                         | Date of Contract: November 9, 2010 |
| Contractor: Shields Painting Corporation |                         | Engineer's Project No.: 09293      |

The Contract Documents are modified as follows upon execution of this Change Order:

**Description:**

The after tax contract amount shall be changed from \$147,695.00 to \$155,374.80. This change in total contract amount is due to additional money being paid out under the Removal of Mill Seals bid item. This change order serves as the final reconciliation change order for the Reservoir Repainting Project.

**Justification:**

Extensive mill seals was discovered on the 500,000 gallon reservoir and removed in accordance with the contract documents.

No additional cost was incurred as a result of this change order.

Attachments: See attached narrative describing removal of mill seals

**CHANGE IN CONTRACT PRICE:**

|                          |               |
|--------------------------|---------------|
| Original Contract Price: |               |
| (with out tax)           | (with tax)    |
| \$ 136,250.00            | \$ 147,695.00 |

Increase from previously approved Contract Amount:  
\$ 7,084.68

|                                            |               |
|--------------------------------------------|---------------|
| Contract Price prior to this Change Order: |               |
| (with out tax)                             | (with tax)    |
| \$ 139,250.00                              | \$ 147,695.00 |

Increase of this Change Order:  
\$ 7,084.68

Sales Tax of this Change Order (8.4%)  
\$ 695.11

|                                                 |               |
|-------------------------------------------------|---------------|
| Contract Price incorporating this Change Order: |               |
| (with out tax)                                  | (with tax)    |
| \$ 143,334.88                                   | \$ 155,374.80 |

**CHANGE IN CONTRACT TIMES:**

|                                         |                                                  |                                        |
|-----------------------------------------|--------------------------------------------------|----------------------------------------|
| Original Contract Times:                | <input checked="" type="checkbox"/> Working days | <input type="checkbox"/> Calendar days |
| Substantial completion (days or date):  | 60                                               |                                        |
| Ready for final payment (days or date): | 85                                               |                                        |

Increase from previously approved Change Orders No. 1 to :  
Substantial completion (days): 0  
Ready for final payment (days): 0

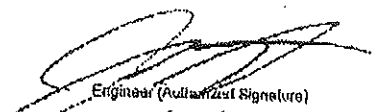
|                                            |
|--------------------------------------------|
| Contract Times prior to this Change Order: |
| Substantial completion (days or date): 60  |
| Ready for final payment (days or date): 85 |

Increase of this Change Order:  
Substantial completion (days or date): 0  
Ready for final payment (days or date): 0

|                                                   |
|---------------------------------------------------|
| Contract Times with all approved Change Orders:   |
| Substantial completion (days or date): <u>60</u>  |
| Ready for final payment (days or date): <u>85</u> |

|                           |           |                        |
|---------------------------|-----------|------------------------|
| RECOMMENDED:              | ACCEPTED: | ACCEPTED:              |
| By: <u>Joseph Plahuta</u> | By: _____ | By: <u>Don Shields</u> |




  
Engineer (Authorized Signature)  
Date: 3/2/2011

Owner (Authorized Signature)

Date: \_\_\_\_\_

Contractor (Authorized Signature)

 Date: 3/2/2011

Approved by Funding Agency (if applicable) \_\_\_\_\_

Date: \_\_\_\_\_

## Change Order Instructions

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

## CHANGE ORDER

|                          |                              |                           |                                                  |
|--------------------------|------------------------------|---------------------------|--------------------------------------------------|
| <b>Project Title</b>     | Reservoir Repainting Project |                           |                                                  |
| <b>Owner</b>             | City of McCleary             | <b>Contractor Name</b>    | Shields Painting Corporation                     |
| <b>Change Order No.</b>  | 1                            | <b>Contractor Address</b> | 15025 SE Monner Rd.<br>Portland,<br>Oregon 97086 |
| <b>Change Order Date</b> | March 2, 2011                |                           |                                                  |
| <b>G&amp;O No.</b>       | 09293                        |                           |                                                  |

The following changes are hereby made to the Contract Documents:

### ITEM NO. 1

The additional work includes all labor, materials, and equipment to remove mill scale in excess of what was anticipated per the contract documents. The total additional cost for this change is \$7,550.00 (without tax).

**Justification:** The presence and extent of mill scale is not known until blasting operations commence. The specified coating system cannot be applied over mill scale.

### ITEM NO. 2

This change includes modifying the contract quantities for unit price bid items to reflect the quantities actually used. Also included is modification of the lump sum price for Minor Changes to reconcile the portions of the minor change allowance actually utilized. The following table summarizes the cost impact of this change. The cost for this change on Schedule A is: \$7,550.00 (without tax), Schedule B: (\$465.31) (without tax), for a total additional cost of \$7,084.69

| <b>Base Bid – Schedule A</b> |                       |                   |                          |                        |                            |                   |                          |
|------------------------------|-----------------------|-------------------|--------------------------|------------------------|----------------------------|-------------------|--------------------------|
| <b>No.</b>                   | <b>Item</b>           | <b>Unit</b>       | <b>Original Quantity</b> | <b>Actual Quantity</b> | <b>Quantity Difference</b> | <b>Unit Price</b> | <b>Amount Difference</b> |
| 5                            | Removal of Mill Scale | SF                | 700                      | 8,909                  | 8,209                      | \$1.00            | \$8,209.00               |
| 6                            | Minor Changes         | LS <sup>(1)</sup> | \$3,000                  | \$2,341.00             | (\$659.00)                 | \$3,000           | (\$659.00)               |
| <b>Total Schedule A</b>      |                       |                   |                          |                        |                            |                   | <b>\$7,550.00</b>        |

(1) A lump sum amount of \$3,000 was originally bid for Minor Changes

| <b>Additive – Schedule B</b> |                       |                   |                          |                        |                            |                   |                          |
|------------------------------|-----------------------|-------------------|--------------------------|------------------------|----------------------------|-------------------|--------------------------|
| <b>No.</b>                   | <b>Item</b>           | <b>Unit</b>       | <b>Original Quantity</b> | <b>Actual Quantity</b> | <b>Quantity Difference</b> | <b>Unit Price</b> | <b>Amount Difference</b> |
| 5                            | Removal of Mill Scale | SF                | 300                      | 0                      | 300                        | \$1.00            | (\$300.00)               |
| 6                            | Minor Changes         | LS <sup>(1)</sup> | \$1,500                  | \$1,334.69             | (\$165.31)                 | \$1,500           | (\$165.31)               |
| <b>Total Schedule B</b>      |                       |                   |                          |                        |                            |                   | <b>(\$465.31)</b>        |

(1) A lump sum amount of \$1,500 was originally bid for Minor Changes



# NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 601 951 843

Date: 2-Mar-11

| Name & Address of Public Agency                                                            |
|--------------------------------------------------------------------------------------------|
| City of McCleary<br>100 S. 3rd St.<br>McCleary, WA 98557<br><b>UBI Number: 149 000 511</b> |

| Department Use Only |
|---------------------|
| Assigned to:        |
| Date Assigned:      |

*Notice is hereby given relative to the completion of contract or project described below*

|                                                                                                                                                                                                                                                                                                                                    |                                    |                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------------------------------------------|
| Project Name<br>Reservoir Repainting Project                                                                                                                                                                                                                                                                                       | Contract Number<br>9293            | Job Order Contracting<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Description of Work Done/Include Jobsite Address(es)<br>Interior surface preparation and coating for a 150,000 gallon water storage reservoir and a 500,000 gallon water storage reservoir. The jobsite does not have a physical address but is located on a bluff in the eastern portion of the City and is accessed by Cedar St. |                                    |                                                                                              |
| Contractor's Name<br>Shield's Painting Corporation                                                                                                                                                                                                                                                                                 | Telephone Number<br>(503) 658-2502 |                                                                                              |
| Contractor Address<br>15025 SE Monner Rd., Portland, OR 97086                                                                                                                                                                                                                                                                      |                                    |                                                                                              |
| If Retainage is Bonded, List Surety's Name (or attach a copy)                                                                                                                                                                                                                                                                      |                                    |                                                                                              |
| Surety Agent's Address                                                                                                                                                                                                                                                                                                             |                                    |                                                                                              |
| Date Contract Awarded<br>8-Nov-10                                                                                                                                                                                                                                                                                                  | Date Work Commenced<br>15-Nov-10   | Date Work Completed<br>8-Feb-11                                                              |

|                                                                                                               |    |                   |  |                       |                 |
|---------------------------------------------------------------------------------------------------------------|----|-------------------|--|-----------------------|-----------------|
| Contract Amount                                                                                               | \$ | 136,250.00        |  |                       |                 |
| Additions (+)                                                                                                 | \$ | 8,209.00          |  | Liquidated Damages \$ | 0.00            |
| Reductions (-)                                                                                                | \$ | 1,124.31          |  | Amount Disbursed \$   | 0.00            |
| <b>Sub-Total</b>                                                                                              | \$ | <u>143,334.69</u> |  | Amount Retained \$    | 7,166.73        |
| Amount of Sales Tax Paid at <u>8.400%</u><br><small>(if various rates apply, please send a breakdown)</small> | \$ | <u>12,040.11</u>  |  |                       |                 |
| <b>TOTAL</b>                                                                                                  | \$ | <u>155,374.80</u> |  | <b>TOTAL \$</b>       | <u>7,166.73</u> |

*NOTE: These two totals must be equal*

**Please List all Subcontractors Below:**

| Subcontractor's Name: | UBI Number: | Affidavit ID (if known) |
|-----------------------|-------------|-------------------------|
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## **STAFF REPORT**

To: Mayor Dent  
From: Wendy Collins, Clerk-Treasurer  
Date: March 4, 2011  
Re: Repayment Plan for Outstanding Customer Debts

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Staff is continuing to deal with the ongoing issue of finding inaccuracies in customer accounts that were past City staff mistakes. Some of these inaccuracies have caused large monetary impacts on our customers, both residential and commercial.

Most recently, staff discovered an account where a customer requested to be connected to City sewer in 2005 but had never been invoiced for the connection fee, and ever since 2005, she has been receiving sewer service each month without being charged. This residential customer is now facing approximately \$4500 in back sewer charges and \$1900 for the connection fee. When notified of the outstanding back sewer charges, the customer expressed this is an enormous financial burden, which she cannot pay.

The City has an obligation to bill customers for services they received. In this case, the customer received the connection to the service and utilized the service every month. If we do not collect the money for the services rendered, it will be considered gifting City funds.

In an effort to assist our customers as these issues continue to be discovered, staff would like to propose an option for our customers to pay back the City over a five-year period at a low interest rate.

### **Action Requested:**

Please authorize the Mayor to request Attorney Glenn to prepare a simple contract allowing up to five years at 3% interest for customers to repay the City for services and/or fees received but not paid for, which were due to the City's error.