



McCleary City Council

PROPOSED AGENDA

October 22, 2008

6:30 Public Hearing: Revenue Sources for 2009 Budget

7:00 Council Meeting

Flag Salute

Roll Call

Minutes

Public Comment

Mayor's Report

Staff Reports:

Busse Nutley, City Administrator

Dan Glenn, City Attorney

September Financial Report

Old Business:

New Business:

Bid Award – Official Newspaper

Gray & Osborne Contract Addendum #5

WSP Agreement – State Fire Mobilization Reimbursement

Children's Advocacy Center Agreement

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
October 8, 2008
Public Forum-Comprehensive Water Plan
Public Hearing-Armdt Property Vacation
Regular Meeting

A Public Forum on the proposed Comprehensive Water Plan was opened at 6:45 PM. Engineer Jon Hinton, of Gray and Osborne, summarized the plan by chapter. The Mayor, Council Members, and those present followed along with handouts he provided. He discussed the myriad of steps it took to develop the plan—several years in the making. Following his presentation, those present were asked if they had any questions or comments. In answer to a question, he said that replacement of old pipeline is a priority, along with upgrading the City's current well, and the searching for another location to drill a new well. As there were no further questions, the Public Forum was closed.

The regular meeting of the McCleary City Council was called to order at 7:00 PM with the flag salute.

Roll Call: Wallace Bentley, Mayor
Council Members: Vatne, Vessey, Hays, Boling and Lake

Staff Present: Administrator Nutley, Attorney Glenn, Clerk-Treasurer Rostedt, Facilities Manager Baun, Police Chief Crumb, Building Inspector Schlenker, and Engineer Hinton

It was moved by Councilman Vatne, seconded by Councilman Boling, to approve the minutes of the last regular meeting as distributed. Carried.

Mayor Bentley announced again that there is a vacancy on the McCleary Civil Service Commission. He said that if anyone knew of an individual who might want to serve, to please let him know.

Administrator Nutley announced that the Mayor's 2009 Proposed Budget has been submitted to the Clerk. She reminded everyone of the upcoming dates and times set for meetings and hearings to allow the Council and citizenry an opportunity to discuss, comment and ask questions about the proposed budget.

She reported that a letter, signed by the Cities of McCleary and Elma and Fire District 12, has been sent to the representatives of Fire District 5, indicating a desire to contract with American Medical Response (a private ambulance service) for ambulance service to the surrounding areas. In asking for cost proposals from District 5 and AMR. AMR's proposal was significantly lower than that of the Fire District.

At a public hearing held two days ago, the Grays Harbor County Commissioners approved their new land use regulations for the sole source aquifer north of McCleary. In doing so, they lifted the moratorium on the area in question. Now begins the task of the City and County working together on developing an interlocal agreement to make these land use controls work. It has been suggested that a joint meeting between the Commissioners and Council Members be held at the McCleary Community Center.

It was moved by Councilman Vessey, seconded by Councilman Boling, to authorize the Mayor to sign a personnel agreement between the City and Christiane Rush Mercer. Carried.

A Public Hearing was called to order to allow comment on the request by Gregg and Shannon Arndt who live on Beck Street to vacate an alley that technically exists and which divides their property. Staff has calculated the value of the alley at \$3,144.00 based on the 2006 assessed value (the last assessment made of McCleary property) and would require an easement for utility purposes. Mr. Arndt spoke and said they agree on all the terms and conditions as outlined in the proposed ordinance. The public hearing was closed.

Ordinance No. 750, entitled AN ORDINANCE PROVIDING FOR THE VACATION OF A CERTAIN RIGHT-OF-WAY AND ESTABLISHING TERMS AND CONDITIONS THEREON, was introduced. It was moved by Councilman Vessey, seconded by Councilman Boling that the ordinance be read by first and last lines only. Carried. It was moved by Councilman Vessey, seconded by Councilman Vatne, that the ordinance be adopted. Carried. Roll call revealed all members voting in the affirmative. Carried.

It was moved by Councilman Vessey, seconded by Councilman Vatne, to approve the City covering a proportionate share of the costs for Attorney Glenn to attend the WASAMA Conference. Carried.

Four bids were received for Patch Paving:

House Brothers	\$7,250.00, W/O Sales tax
Higrade	\$7,459.70, includes sales tax
Road Runner Asphalt	\$7,300.00, W/O Sales tax
Lakeside Industries	\$7,000.00, includes sales tax

It was moved by Councilman Vessey, seconded by Councilman Vatne, to accept the low bid of Lakeside Industries. Carried.

Resolution No. 575, entitled A RESOLUTION ADOPTING A COMPREHENSIVE WATER PLAN, was introduced. It was moved by Councilman Vatne, seconded by Councilman Boling, to adopt the resolution. Carried.

Resolution No. 576, entitled A RESOLUTION ADOPTING BY REFERENCE AN ADDITIONAL POLICY FOR INCLUSION IN THE CITY'S EMPLOYEE HANDBOOK, AND PROVIDING AN EFFECTIVE DATE, was introduced. It was moved by Councilman Vessey, seconded by Councilman Vatne, to approve the resolution. Carried.

Resolution No. 577, entitled A RESOLUTION RATIFYING THE SOLE SOURCE ACQUISITION OF CERTAIN EMERGENCY EQUIPMENT, MAKING FINDINGS IN RELATION THERETO, AND AUTHORIZING THE EXECUTION OF NECESSARY AGREEMENTS IN RELATION THERETO, was introduced. It was moved by Councilman Boling, seconding Councilman Vatne, that the resolution be adopted. Carried.

It was moved by Councilman Boling, seconded by Councilman Vatne, that the vouchers be approved as audited. Carried.

Delroy Cox, of LeMay Interprises, addressed the Council. He said he was now retired, but would continue as a liaison between the City and Waste Connections. It was moved by Councilman Boling, seconded

by Councilman Vessey, to authorize the Mayor to sign an agreement to allow the transfer of ownership from LeMay Enterprises to Waste Connections. Carried.

Councilwoman Lake thanked Tim Hamilton and Mary Stallcup for their help during the discussions between the City and the County regarding the Wildcat Creek aquifer and its effect on development in that area. Mr. Hamilton thanked the City for stepping up to the plate in their efforts to protect the area from residential development without Development Rules and Regulations in place.

It was moved by Councilman Vessey, seconded by Councilman Vatne, that a 20 minute executive session be held on labor negotiations and other personnel issues. Carried.

Back in regular session, Administrator Nutley discussed with the Council some of the major problems regarding meter reading-- problems for the utility crew in the actual meter reading process and the problems facing the office staff in their use of the readings for preparing the bills to be sent to customers. These problems have escalated to a point where changes need to be made as soon as possible. She showed Council members photos which highlighted the reading process problems as they now exist. The Council was in agreement that the City needs to move ahead to correct these problems right away. She also said that she would like to investigate ways to enforce our current utility payment policies and the possibility of amending them if necessary. One thing that will be explored is payment of utility bills by credit and debit cards. It was moved by Councilman Vatne, seconded by Councilman Vessey, that the City contact Sterlings Savings about such a service and possibly implementing it on a trial basis. Carried.

It was moved by Councilman Boling, seconded by Councilman Vatne, that the meeting be adjourned. Carried.

STAFF REPORT

To: Mayor and City Council
From: Busse Nutley, City Administrator
Date: October 22, 2008
Re: Current Non-Agenda Activity

Budget

The budget continues to occupy a considerable amount of my time, both here and at home. The Public Hearing on anticipated revenues will be at 6:30 on Wednesday. Although the main topic is the 1% property tax increase, the issue with the Water Fund will also be presented. Revenues have fallen at the same time that new and important work on the system should be undertaken.

The Resolution to adopt the property tax levy is NOT on the agenda, because we still do not have enough detailed information from the Assessor. Because the statute requires the City to establish the levy prior to November 30, it will have to be on the November 12 agenda, since it is not likely the Council will be holding a meeting the night before Thanksgiving.

Ambulance Service

On Tuesday, October 14, McCleary hosted what started out as a small informational meeting on Ambulance service, but turned into a meeting of over a dozen. The financial consultant for Fire District 5 presented his findings, and indicated the District condition was salvageable as long as anticipated income was available. The problem that Elma, District 12 and McCleary has is that the amount of money District 5 says its service costs (for all four entities) is about \$250,000 more than what AMR is willing to provide it for, and 67% more than we have been paying this year. We continue to work on the issue.

Simpson Sidewalks

The engineering design for the sidewalks along Simpson Avenue has now been completed enough to unveil it for citizen comments and suggestions before the final work is undertaken. A Community Meeting has been set for Wednesday, November 12 at 6:00 pm in the Council Chambers. We hope you will be able to attend to both hear what the engineers and the residents have to say, and also to give any input you may have.

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary
FROM: DANIEL O. GLENN, City Attorney
DATE: October 20, 2008
RE: LEGAL ACTIVITIES as of OCTOBER 22, 2008.

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. **REAL PROPERTY TAX (AD VALOREM) ORDINANCE**: The Mayor, City Administrator, and Clerk-treasurer are preparing the draft budget document which will be submitted for your review and consideration. As you are aware, part of that process will involve the necessity of adopting an ordinance setting forth the tax element involving what is known as the ad valorem tax. In short, the tax on real property and associated improvements which we all love to pay. The hearing you are having tonight is one of the required elements of this process.

Donnie has been provided figures from the County Assessor setting forth the details of the changes in assessed value of real property, including improvements, within the City. At this stage, I will be preparing a draft ordinance which would comply with the State's mandates as to format. As you will remember from last year, since the County is unable to provide absolutely correct figures until after the date by which the ordinance must be in place, the County Assessor's employee involved recommended you adopt an ordinance which set a figure higher than is currently established by their figures. We have not received that type of recommendation this year. Donnie and I are working out an ordinance which utilizes the figures provide by the County Assessor, but puts in the magical language "or such other monetary amount as would represent such a one percent increase". Hopefully, this would provide for any adjustment which might result from later received figures. It still has the limiting language of "or such other monetary amount as would represent such a one percent increase."

In its current "A" form, it would seek to authorize the collection of the maximum amount allowed by law and would constitute a 1 percent increase over that imposed last year but, as noted, sets out the actual figures we have been provided. This is consistent with your historical approach. Areas of increase in moneys received are that the rates will also be imposed upon the new construction and annexed properties which have been put on the tax rolls since last year.

For your information, I am asking Donnie to provide copies of the tax information we received from the Assessor's Office. That includes the sheet laying out with specifics of the authorized amount last year, the maximum amount of the anticipated possible increase, and the extent to which increased revenue will be generated by new construction put on the tax rolls by July of this year.

Under the applicable law, the ordinance must be in place by and provided to the County Commissioners no later than the last day of November. Of course, as is almost always true with the process, there is some irony. The Assessor's Office will not be able to provide the final figures until mid-December. In light of that fact, I am recommending the actual adoption of the ordinance occur at the first meeting in November so that we can accommodate any new information which is received. In the end, the figure which might ultimately be collected could be greater than the anticipated total figure. However, from the Department of Revenue's viewpoint, the crucial elements in this ordinance are the specification of the monetary increase over last year's permitted level and the percentage, neither of which may be greater than 1 percent.

2. **EMERGENCY SIREN PURCHASE:** In reviewing the agenda over the weekend, I noted the action item in relation to the purchase of the siren utilized to call out the Fire Department. Not being familiar with the matter, I contacted Ms. Taylor. In discussions with her, she has indicated that some time back the City received a grant from FEMA to aid in the funding of the replacement of the unit. If I understood correctly, there also may be funding from WCIA.

Apparently, the system which must be obtained in order to be compatible with the dispatch system from the Communications Center is unique and available from only one source. Thus, I have imposed upon Ms. Taylor to forward the necessary factual information upon which a resolution will be prepared to justify, during any subsequent audit, the sole source purchase approach.

3. **EMS PROVISION:** As you are aware, there were two meetings last Tuesday. One was in McCleary, presided over by

Mayor Bentley, and a later one was in Elma. I am certain, if you have not already been provided a copy of the report submitted by the District's consultant, Mr. Small, Ms. Nutley will provide one in your packets. Both meetings involved a presentation made by Mr. Small, as well as participants asking such questions as were deemed appropriate of representatives of the District and AMR. (Attached to this report are the responses of AMR's representative to certain questions I submitted to AMR with the goal of clarifying certain ambiguities I perceived in their submission.)

Mr. Small made a number of points during his presentation or in response to questions. They included the following:

A. He was satisfied that the fiscal assumptions and projections developed by the District's staff are reasonable.

B. If the District both enters into agreements with the three entities for continuation of services and the Voters approve the proposed levy, it will be able to continue to function and to repay its outstanding obligations within a reasonable time period.

C. If the District's Voters do not approve the levy, but the entities contract for continuation of EMS services, it will be able to continue to provide the services currently provided, but will be paying off its obligation over a much more extended time.

D. As to the obligation owing to Sterling, the District's counsel has indicated, since it is an unsecured obligation, there was not really a great deal of meaningful enforcement action the bank could take.

During the course of that meeting, Commissioner Bailey made it clear he had been designated as the sole representative of the District for purposes of negotiations and that he was desirous and open to commencement of discussions. Ms. Garrett, AMR's representative, has indicated the same. The designated negotiators for each entity will undoubtedly move forward with those discussions.

Comments:

1. Mr. Peckham has provided me with corrected figures as to transports provided in 2007 and through July, 2008. Unlike last year, we have the figures for interfacility transports provided at the request of Mark E. Reed. This year's figures appear to be higher than those in 2007 and would likely come

close to the 1,000 figure utilized in the requests for proposals. (Based upon various articles about the Hospital, it is unlikely the Hospital will become a co-participant in the funding.)

2. From a fiscal standpoint, it appears that fiscal viability of the provision of ALS EMS for the four entities is likely to continue to require the use of one provider by all four, whether it be the District or AMR as the provisioner.

3. As of this time, I am unaware of any specific response by the District to the letter delivered to the Board by Council Member Sorenson. However, there could be an argument that the lack of a specific response is a response.

4. **REGIONAL FIRE AUTHORITY:** As you are aware, with your authorization I attended the semi-annual conference of the Washington State Municipal Attorneys Association. As it turned out, one of the presentations dealt with the issue of the RFA approach to emergency service. The presentation was made by the attorney for the City of Auburn which is a member of such an authority. For such use as may be deemed appropriate, I have provided Donnie with a copy of that presentation.

I did have the opportunity to discuss the fiscal aspect briefly with the presenter. His indication was the same as was given by Ms. Cox of MRSC. That indication was that membership in this type of entity is most beneficial fiscally for those entities which are already committing a heavy portion of their general tax revenue to the funding of fire and emergency medical services.

As you will note, the attorney sitting next to Donnie appears both much younger and in better condition than the individual normally sitting there. There are two possible answers to that anomaly. One is that I have had the benefit of very successful spa treatments while I attended the WSAMA conference. The other is that I am unavailable due to the results of another unavoidable commitment. Your choice.

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

DG/le

CURRENT EXPENSE BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
REVENUES				
Beginning Balance				
Begin Net Cash	250,000.00	532,997.55		
Begin Investments	190,000.00			
REET ¹	175,000.00			
Begin City Assistance	0.00			
Total Beginning Balance	615,000.00	532,997.55	86.67%	
General Property Tax				
Real & Personal Property Tax	142,000.00	80,932.51	56.99%	
Special Levy Property Tax	200.00	18.31	9.16%	
Total General Property Tax	142,200.00	80,950.82	56.93%	Tax received in spring & fall
Retail Sales & Use Tax				
Private Harvest Tax	1,200.00	936.68	78.06%	
Retail Sales & Use Tax	70,000.00	69,880.38	99.83%	
C.J. Sales Tax from County	13,000.00	15,041.48	115.70%	
Total Retail Sales & Use Tax	84,200.00	85,858.54	101.97%	
Private Utility Tax				
Natural Gas	12,500.00	9,130.48	73.04%	
Television Cable	19,000.00	15,289.27	80.47%	
Telephone Tax	13,000.00	9,106.74	70.05%	
Cellular Telephone Tax	16,000.00	13,432.59	83.95%	
Total Private Utility Tax	60,500.00	46,959.08	77.62%	
Total Public Utility Tax	196,000.00	150,863.06	76.97%	
Licenses & Permits				
Building Permits	135,000.00	49,859.46	36.93%	
Platting Fees	2,000.00	0.00	0.00%	
Review Fees	10,000.00	29,549.18	295.49%	
Plat Inspection Fees	8,000.00	4,416.50	55.21%	
Animal Licenses	150.00	140.00	93.33%	
Total Licenses & Permits	155,150.00	83,965.14	54.12%	
Total Direct Federal Grants	0.00	33,121.00	0.00%	
State Entitlements				
City Assistance	30,000.00	29,579.64	98.60%	
Criminal Justice Pop	800.00	750.00	93.75%	
CJ-CTED Programs 1-3	1,200.00	919.21	76.60%	
DUI Cities	500.00	210.95	42.19%	
Liquor Excise Tax	9,000.00	5,531.64	61.46%	
Liquor Board Profits	9,000.00	7,902.06	87.80%	
Total State Entitlements	50,500.00	44,893.50	88.90%	
Total Interlocal Grants	0.00	0.00	0.00%	
Fire District 12	8,240.00	8,240.00	100.00%	
Mason County Fire	720.00	720.00	100.00%	
Total Interlocal Gov Payments	8,960.00	8,960.00	100.00%	
Charges for Services				
Printing & Duplicating Services	300.00	8.34	2.78%	
Animal Control & Shelter Fee	100.00	0.00	0.00%	
Total Charges for Services	400.00	8.34	2.09%	

CURRENT EXPENSE BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Fines and Forfeits				
Municipal Court	30,000.00	19,507.76	65.03%	
NSF Fines	800.00	704.00	88.00%	
Total Fines and Forfeits	30,800.00	20,211.76	65.62%	
Miscellaneous Revenues				
Interest Earnings - Investments	13,000.00	25,035.26	192.58%	
Interest - Prop Tax/ Real Estate	800.00	523.48	65.44%	
Rent - Cell Tower	11,000.00	8,288.50	75.35%	
Donations from Private Source	100.00	0.00	0.00%	
Surplus/Junk Sale	0.00	2,543.50	628.50%	Surplus Sale
Other Misc. Revenues	1,500.00	247.30	16.49%	
Total Miscellaneous Revenues	26,400.00	36,638.04	138.78%	
Non-Revenues		31,397.15		
TOTAL CURRENT EXPENSE REVENUES		1,370,110.00	1,156,823.98	84.43%
EXPENDITURES				
Reserves				
Ending Net Cash	192,112.00	15,000.00		Ambulance transfer
Ending Investments	190,000.00			
REET	155,000.00			
Cumulative Reserve - Equipment	10,000.00			
Unanticipated Expense	20,000.00	6,052.89		City Hall re-roof
Total Reserves	567,112.00	21,052.89		
Legislative/Council				
Salaries & Wages	6,000.00	4,500.00	75.00%	
Personnel Benefits	600.00	458.10	76.35%	
Travel	200.00	74.88	37.44%	
Miscellaneous	500.00	72.14	14.43%	
Training	200.00		0.00%	
Total Legislative/Council	7,500.00	5,105.12	68.07%	
Judicial				
Salaries & Wages	31,710.00	24,633.50	77.68%	
Personnel Benefits	5,085.00	3,652.20	71.82%	
Office Supplies	750.00	839.45	111.93%	
Professional Services	250.00	320.88	128.35%	Interpreters
Communication	1,100.00	950.00	86.36%	
Travel	50.00	0.00	0.00%	
Miscellaneous	500.00	125.00	25.00%	
Repair & Maintenance	0.00	0.00	0.00%	
Dues	100.00	100.00	100.00%	
Process Serving	0.00	0.00	0.00%	
External Taxes	0.00	0.00	0.00%	
Capital Outlay	250.00	0.00	0.00%	
Total Judicial	39,795.00	30,621.03	76.95%	
Executive/Mayor				
Salaries & Wages	3,600.00	2,700.00	75.00%	
Personnel Benefits	400.00	297.72	74.43%	
Professional Services	50.00	0.00	0.00%	
Travel	150.00	0.00	0.00%	
Miscellaneous	300.00	0.00	0.00%	
Training	300.00	0.00	0.00%	
Total Executive/Mayor	4,800.00	2,997.72	62.45%	

CURRENT EXPENSE BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Finance & Administration				
Salaries & Wages	20,535.00	13,435.31	65.43%	
Personnel Benefits	6,150.00	3,305.18	53.74%	
Supplies - General	6,000.00	4,913.07	81.88%	
Supplies - F & A	3,000.00	6,776.77	225.89%	Underestimated + Bear Festival
Professional Services	7,000.00	25,842.62	369.18%	Ambulance settlement
Communications	7,400.00	415.19	5.61%	
Travel	2,000.00	1,087.04	54.35%	
Miscellaneous	800.00	4,306.17	538.27%	Newspaper ads (RFP, rosters)
Misc: Special Projects/Legal	14,650.00	4,647.67	31.72%	
Rental/Lease Equipment	3,500.00	4,024.78	114.99%	Change in copy machine/fax
Repair & Maintenance	0.00	0.00	0.00%	
Training	1,500.00	503.00	33.53%	
External Taxes	400.00	275.45	68.86%	
Capital Outlay - Building	11,000.00	4,022.00	36.56%	
Capital Outlay - Equipment	5,000.00	1,991.70	39.83%	
Election Services	500.00	0.00	0.00%	
Total Finance & Administration	89,435.00	75,545.95	84.47%	
Legal				
Professional Services	27,520.00	24,694.25	89.73%	
Indigent Defense	7,200.00	5,400.00	75.00%	
Codification	0.00	0.00	0.00%	
Prosecution	7,200.00	3,167.10	43.99%	
Total Legal	41,920.00	33,261.35	79.34%	
Other General Gov Services				
Professional Services	12,000.00	7,905.00	65.88%	
Rent - City Hall	720.00	540.00	75.00%	
Insurance	22,019.00	22,019.00	100.00%	
Misc - AWC/COG/EDC	7,200.00	7,117.30	98.85%	
Total Other General Gov Services	41,939.00	37,581.30	89.61%	
Law Enforcement				
Salaries & Wages	202,510.00	154,674.19	76.38%	
Overtime Wages	25,000.00	34,036.81	136.15%	
Personnel Benefits	101,085.00	96,070.68	95.04%	Overtime benefits
Uniform Allowance	2,400.00	463.86	19.33%	
Overtime Benefits	3,400.00	0.00	0.00%	
LEOFF Retirees - Benefits	24,615.00	500.00	2.03%	
Supplies	9,000.00	3,619.03	40.21%	
Gas	7,500.00	8,204.02	109.39%	underbudgetted
Professional Services	13,000.00	10,214.19	78.57%	
Communications	4,700.00	5,153.06	109.64%	Phones, mail
Travel	500.00	0.00	0.00%	
Advertising	500.00	0.00	0.00%	
Rental/Lease Equipment	1,300.00	709.92	54.61%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	2,500.00	2,449.01	97.96%	underbudgetted
Repair & Maintenance	5,000.00	2,480.74	49.61%	
Miscellaneous	500.00	0.00	0.00%	
External Taxes	100.00	310.43	310.43%	underbudgetted
Capital Outlay - Facilities	3,500.00	3,337.78	95.37%	computer upgrade (required)
Capital Outlay - Equipment	12,000.00	11,909.05	99.24%	car computers
Capital Leases	0.00	0.00	0.00%	
Training	1,000.00	0.00	0.00%	
Total Law Enforcement	425,248.00	339,270.77	79.78%	

CURRENT EXPENSE BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Fire Control				
Salaries & Wages	18,300.00	2,803.00	15.32%	
Personnel Benefits	2,940.00	2,676.62	91.04%	Annual payment
Supplies - Operating	7,500.00	6,710.81	89.48%	
Gas	1,200.00	830.73	69.23%	
FEMA Grant Expenditures	0.00	2,722.76	3949.67%	grant not budgetted
Professional Services	1,000.00	2,496.02	249.60%	computer issues, equip tests
Communications	180.00	0.00	0.00%	
Travel	100.00	0.00	0.00%	
Rent - City Hall	420.00	315.00	75.00%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	1,500.00	1,253.12	83.54%	Winter months
Repair & Maintenance	3,000.00	1,574.87	52.50%	
Miscellaneous	500.00	0.00	0.00%	
External Taxes	0.00	35.79	0.00%	
Capital Outlay - Building	0.00	0.00	0.00%	
Capital Outlay - System	0.00	0.00	0.00%	
Capital Outlay - Equipment	0.00	0.00	0.00%	
Training	1,000.00	0.00	0.00%	
Total Fire Control	42,778.00	26,556.72	62.08%	
Total Detention & Correction	8,000.00	5,735.00	71.69%	Issue to Council in September
Development Services				
Salaries & Wages	32,650.00	25,005.50	76.59%	
Personnel Benefits	11,640.00	8,009.26	68.81%	
Supplies - Operating	3,000.00	860.97	28.70%	
Gas	0.00	565.24	270.67%	not budgetted
Professional Services	2,500.00	1,376.80	55.07%	
Professional Services - Engineer	13,000.00	16,711.04	128.55%	
Plat Review - Reimbursable	30,000.00	15,271.37	50.90%	
Communications	1,550.00	259.56	16.75%	
Dues	175.00	170.00	97.14%	
Training	1,000.00	950.00	95.00%	
Travel	500.00	440.34	88.07%	
Repair & Maintenance	1,000.00	1,372.54	137.25%	Brakes for truck
Miscellaneous - Public Notice	3,000.00	339.49	11.32%	
Capital Outlay - Building	665.00	971.61	146.11%	
Capital Outlay - Equipment	500.00	460.82	92.16%	Moisture meter
Total Development Services	101,180.00	72,764.54	71.92%	
Total Communications (E-911)	9,710.00	8,091.51	83.33%	
Total Pollution Control	693.00	693.00	100.00%	
TOTAL CURRENT EXPENSE EXPENDITURES	1,380,110.00	659,276.90	47.77%	

PARK & CEMETERY FUND BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Beginning Net Cash	18,000.00	15,603.85		
Beginning Investments	65,000.00			
Beginning Fund Balance	83,000.00	15,603.85	0.00	
Real & Personal Property Taxes	54,000.00	31,127.89	57.64%	
Intergovernmental Grants	0.00	0.00	0.00%	
Cemetery Fees	4,500.00	2,195.00	48.78%	
Interest Earnings - Investments	2,500.00	2,431.94	97.28%	
Rent - Equipment	2,000.00	169.00	8.45%	
Rent - Community Center	2,500.00	2,690.00	107.60%	
Donations - Private Source	100.00	80.00	80.00%	
Other Miscellaneous Revenue	500.00	0.00	0.00%	
Miscellaneous Revenues	7,600.00	5,370.94	70.67%	
Transfer from REET	30,000.00	0.00	0.00%	
Transfer from REED	30,000.00	0.00	0.00%	
Total Transfers	60,000.00	0.00	0.00%	
Non-Revenues	0.00	5,713.80		
TOTAL PARK AND CEMETERY FUND REVENUES	209,100.00	60,011.48	28.70%	
Ending Net Cash	12,452.00			
Ending Investments	65,000.00			
Unanticipated Expense	4,000.00			
Ending Fund Balance	81,452.00			
Salaries & Wages	14,580.00	10,409.24	71.39%	
Personnel Benefits	4,780.00	3,559.26	74.46%	
Supplies	8,000.00	8,550.44	106.88%	underbudgetted
Gas	1,500.00	1,012.27	67.48%	
Professional Services	9,000.00	10,064.76	111.83%	restroom repair, park design
Communications	900.00	129.82	14.42%	
Travel	100.00	0.00	0.00%	
Training	100.00	0.00	0.00%	
Advertising	0.00	181.92	153.87%	Ads for gardener position
Rental, Lease Equipment	5,000.00	1,213.10	24.26%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	7,000.00	5,572.36	79.61%	Winter months
Repair & Maintenance	5,000.00	2,595.05	51.90%	
Miscellaneous	800.00	125.00	15.63%	
External Taxes	500.00	69.31	13.86%	
Capital Facilities	65,000.00	2,144.34	3.30%	
Capital Outlay - Equipment	250.00	0.00	0.00%	
Non-Expenditures	0.00	70.00		
TOTAL PARKS AND CEMETERY EXPENSES	209,100.00	50,834.87	24.31%	

STREET FUND BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Beginning Net Cash	130,000.00	180,926.56		
Beginning Investments	160,000.00			
Beginning Fund Balance	290,000.00	180,926.56	0.00%	
Real & Personal Property Taxes	22,000.00	12,451.14	56.60%	
Street & Curb Permits	0.00	100.00		
Grants	186,525.00	14,779.88	7.92%	
Motor Vehicle Fuel Tax	38,000.00	26,160.27	68.84%	
Total Intergovernmental Revenue	224,525.00	41,040.15	76.77%	
Investment Interest	6,000.00	5,987.75	99.80%	
Other Miscellaneous Revenue	500.00	131.76	26.35%	
Total Miscellaneous Revenues	6,500.00	6,119.51	94.15%	
Non-Revenues	0.00	1,165.91		Insurance for garage repair
TOTAL STREET FUND REVENUES	543,025.00	241,703.27	44.51%	
Ending Net Cash	105,092.00			
Ending Investments	160,000.00			
Ending Fund Balance	265,092.00			
Salaries & Wages	16,120.00	11,112.91	68.94%	
Personnel Benefits	8,200.00	5,383.41	65.65%	
Supplies	11,000.00	4,977.13	45.25%	
Gas	2,500.00	2,980.47	119.22%	underbudgetted
Professional Services	9,500.00	12,440.39	130.95%	Garage repair (to be reimbursed)
Communications	900.00	129.82	14.42%	
Travel	0.00	0.00	0.00%	
Training	500.00	0.00	0.00%	
Advertising	300.00	7.12	2.37%	
Rental/Lease Equipment	1,500.00	311.31	20.75%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	3,500.00	3,121.78	89.19%	Winter electric use
Repair & Maintenance	5,000.00	5,936.91	118.74%	Mostly Bobcat repair
Miscellaneous	2,000.00	125.00	6.25%	
External Taxes	0.00	55.73	0.00%	
Capital Outlay - Roadways	211,525.00	13,685.43	6.47%	
Capital Outlay - Equipment	250.00	0.00	0.00%	
Street Cleaning	0.00	0.00	0.00%	
TOTAL STREET FUND EXPENSES	543,025.00	65,405.41	12.04%	

LIGHT & POWER FUND BUDGET: September 2008

DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Beginning Net Cash	65,000.00	51,097.33		
Beginning Investments	150,000.00			
Rural Development Investment	100,000.00			
Beginning Fund Balance	315,000.00	51,097.33		
BPA Conservation	0.00	(400.00)	0.00%	
Sales of Electricity	2,300,000.00	1,863,072.79	81.00%	
Charges for Services & Parts	10,000.00	99,059.23	990.59%	Summit Place II
Total Physical Environment	2,310,000.00	1,961,732.02	84.92%	
Total Interest Earnings	25,000.00	19,190.00	76.76%	
Equip, Pole & Vehicle Lease	9,200.00	7,791.00	84.68%	
City Hall Rent	2,040.00	1,530.00	75.00%	
Total Rents & Royalties	11,240.00	9,321.00	82.93%	
Sales of Junk Material	1,200.00	701.79	58.48%	
Other Miscellaneous Revenue	2,000.00	128,028.00	6401.40%	
Total Other Miscellaneous Revenues	3,200.00	128,729.79	4022.81%	BPA payment
Non-Revenues	0.00	1,682.61		
TOTAL LIGHT & POWER FUND REVENUES	2,664,440.00	2,171,752.75	81.51%	
Ending Net Cash	97,820.00			
Ending Investment	150,000.00			
REED Fund	70,000.00			
Ending Fund Balance	317,820.00			
Salaries & Wages	454,365.00	352,116.32	77.50%	
Personnel Benefits	174,455.00	127,664.19	73.18%	
Operating Supplies	55,000.00	28,727.89	52.23%	
Office Supplies	5,000.00	766.76	15.34%	
Gas	7,500.00	5,018.27	66.91%	
Power Purchased for Resale	1,050,000.00	749,842.00	71.41%	Winter months
Transmission Costs	220,000.00	126,864.00	57.67%	
BPA Conservation	14,000.00	0.00	0.00%	
Professional Services	41,500.00	33,142.28	79.86%	Rate Study
Professional Services - Legal	20,000.00	12,164.00	60.82%	
Communications	4,100.00	7,177.29	175.06%	Cost of mail, cell phone
Travel	1,000.00	0.00	0.00%	
Advertising	500.00	167.78	33.56%	
Rental/Lease Equipment	5,000.00	629.39	12.59%	
Insurance	20,550.00	20,665.00	100.56%	
Public Utility Services (City)	22,000.00	16,832.15	76.51%	Winter months
Repair & Maintenance	20,000.00	4,741.09	23.71%	
Training	1,000.00	0.00	0.00%	
Dues	500.00	125.00	25.00%	
Miscellaneous	1,000.00	110.00	11.00%	
External Taxes	85,000.00	70,907.60	83.42%	underbudgetted
Capital Outlay - Building	0.00	0.00	0.00%	
Capital Outlay - Bldg Library	0.00	0.00	0.00%	
Capital Outlay - System	30,000.00	10,470.76	34.90%	
Capital Outlay - Equipment	114,150.00	3,010.74	2.64%	
TOTAL LIGHT & POWER FUND EXPENSES	2,664,440.00	1,571,142.51	58.97%	

Monthly Budget Report

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GARBAGE FUND BUDGET: September 2008				
DESCRIPTION	2008 PROPOSED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Beginning Net Cash	5,000.00	2,799.27		
Beginning Investments	7,500.00			
Beginning Fund Balance	12,500.00	2,799.27	0.00	
Garbage Fees & Service Charge	220,000.00	170,583.28	77.54%	
Investment Interest	750.00	468.23	62.43%	
Non-Revenues	0.00	552.87		
TOTAL GARBAGE FUND REVENUES	233,250.00	174,403.65	74.77%	
Ending Net Cash	320.00			
Ending Investments	7,500.00			
Ending Fund Balance	7,820.00			
Salaries & Wages	2,390.00	1,803.65	75.47%	
Personnel Benefits	690.00	738.05	106.96%	Correction to be made in Aug.
Supplies - Office	50.00	19.42	38.84%	
Communications	100.00	0.00	0.00%	
Advertising	20.00	0.00	0.00%	
Rent - City Hall	180.00	135.00	75.00%	
Repair & Maintenance	0.00	0.00	0.00%	
External Taxes	12,000.00	9,268.63	77.24%	
Professional Services	210,000.00	154,222.57	73.44%	
TOTAL GARBAGE FUND EXPENSES	233,250.00	166,187.32	71.25%	

Monthly Budget Report

10/15/2008

WATER FUND BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Beginning Net Cash	130,000.00	138,375.67		
Beginning Investment	75,000.00			
Beginning Fund Balance	205,000.00	138,375.67	0.00	
Water Sales	241,000.00	180,159.33	74.75%	
Other Charges Related to Water	12,500.00	3,000.00	24.00%	
New Water Connections	73,500.00	25,344.00	34.48%	
Total Charges for Services	327,000.00	208,503.33	63.76%	
Investment Interest	5,000.00	4,419.17	88.38%	
ULID 96-01 Payments	9,000.00	10,066.74	111.85%	
Other Miscellaneous Revenue	100.00	0.00	0.00%	
Miscellaneous Revenues	14,100.00	14,485.91	102.74%	
Non-Revenues	0.00	523.00		
TOTAL WATER FUND REVENUES	546,100.00	361,887.91	66.27%	
Ending Net Cash	113,917.00			
Ending Investment	75,000.00			
Unanticipated Expense	20,000.00			
Ending Fund Balance	208,917.00			
Salaries & Wages	150,060.00	118,893.95	79.23%	
Personnel Benefits	64,940.00	48,085.22	74.05%	
Supplies	10,000.00	7,420.10	74.20%	
Gas	4,000.00	2,420.90	60.52%	
Professional Services	29,000.00	7,481.56	25.80%	
Professional Services - WSP	2,000.00	26,876.99	1343.85%	Delayed from 2007
Communications	3,540.00	592.95	16.75%	
Travel	1,000.00	0.00	0.00%	
Advertising	400.00	0.00	0.00%	
Rental/Lease Equipment	1,000.00	149.88	14.99%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	11,000.00	6,691.09	60.83%	
Repair & Maintenance	5,000.00	912.59	18.25%	
Training	3,000.00	512.31	17.08%	
State Permits & Fees	1,000.00	1,682.00	168.20%	Higher than expected
Miscellaneous	1,000.00	44.05	4.41%	
External Taxes	12,000.00	8,154.69	67.96%	
Capital Outlay - System	20,000.00	15,302.42	76.51%	2nd half property purchase
Capital Outlay - Equipment	1,125.00	0.00	0.00%	
Capital Outlay - System Ext	0.00	11,979.52	0.00%	
Debt Service	11,980.00	0.00	0.00%	
TOTAL WATER FUND EXPENSES	546,100.00	262,338.22	48.04%	

WASTEWATER FUND BUDGET: September 2008

DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Beginning Net Cash	95,000.00	81,607.16		
Beginning Investment	62,500.00			
Beginning Fund Balance	157,500.00	81,607.16		
Rural Development Grant	0.00	0.00	0.00%	
Total Intergovernmental Revenues	0.00	0.00	0.00%	
Sewer Service Charges	500,000.00	375,021.90	75.00%	
Other Charges Related to Sewer	2,000.00	0.00	0.00%	
New Sewer Connections	147,175.00	52,700.00	35.81%	
Total Charges for Services	649,175.00	427,721.90	65.89%	
Interest Earnings - Investment	7,000.00	3,227.63	46.11%	
Other Miscellaneous Revenue	400.00	14,825.00	3706.25%	Backhoe sale
Total Miscellaneous Revenues	7,400.00	18,052.63	243.95%	
Non-Revenues	0.00	20,753.61		
TOTAL WASTEWATER FUND REVENUES	814,075.00	548,135.30	67.33%	
Ending Net Cash	119,389.00			
Ending Investments	82,500.00			
Unanticipated Expense	10,000.00			
Ending Fund Balance	211,889.00			
Salaries & Wages	200,115.00	147,940.39	73.93%	
Personnel Benefits	83,940.00	58,737.01	69.97%	
Operating Supplies	28,000.00	17,907.36	63.95%	
Office Supplies	2,000.00	398.95	19.95%	
Gas	1,000.00	988.05	98.81%	underbudgetted
Professional Services	30,000.00	18,856.96	62.86%	
Communications	7,050.00	5,430.49	77.03%	
Travel	500.00	59.48	11.90%	
Advertising	200.00	0.00	0.00%	
Rent - City Hall	720.00	540.00	75.00%	
Rental/Lease Equipment	500.00	0.00	0.00%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	31,000.00	30,998.04	99.99%	Winter months
Repair & Maintenance	7,500.00	2,509.02	33.45%	
Training	3,000.00	458.33	15.28%	
State Permits & Fees	2,000.00	1,361.07	68.05%	
Miscellaneous	2,000.00	0.00	0.00%	
External Taxes	8,000.00	8,877.11	110.96%	WWTP now paying for water
Capital Outlay - System	20,000.00	20,425.38	102.13%	New structure
Capital System Engineering	0.00	0.00	0.00%	
Capital System Finance Inter	0.00	0.00	0.00%	
Capital Outlay - Equipment	1,125.00	0.00	0.00%	
Capital Outlay - Extension	0.00	0.00	0.00%	
Debt Service	168,398.00	22,014.12	13.07%	
TOTAL WASTEWATER FUND EXPENSES	814,075.00	342,639.76	42.09%	

STORMWATER FUND BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Begin Net Cash	50,000.00	50,778.04		
Begin Investments	0.00			
Beginning Fund Balance	50,000.00	50,778.04		
Total Charges for Services	36,000.00	27,246.50	75.68%	
TOTAL STORM WATER REVENUES	86,000.00	78,024.54	90.73%	
Ending Net Cash	45,310.00			
Ending Investments	0.00			
Ending Fund Balance	45,310.00			
Salaries & Wages	16,640.00	11,695.30	70.28%	
Personnel Benefits	8,300.00	5,556.74	66.95%	
Operating Supplies	3,000.00	876.38	29.21%	
Professional Services	12,000.00	4,938.59	41.15%	Videotape lines
External Taxes	500.00	394.99	79.00%	underbudgetted
Capital Outlay - Equipment	250.00	0.00	0.00%	
TOTAL STORM WATER EXPENSES	86,000.00	23,462.00	27.28%	

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AMBULANCE FUND BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Begin Net Cash	0.00	0.00		
Begin Investments	0.00			
Beginning Fund Balance	0.00	0.00		
Total Charges for Services	36,430.00	19,583.30	53.76%	
Interfund Loans Received	15,000.00	15,000.00	100.00%	
TOTAL AMBULANCE REVENUES	51,430.00	34,583.30	67.24%	
Ending Net Cash	7,355.00			
Ending Investments	0.00			
Ending Fund Balance	7,355.00			
Salaries & Wages	1,435.00	477.24	33.26%	
Personnel Benefits	410.00	777.16	189.55%	
Supplies	500.00	0.00	0.00%	
Contract Services	41,730.00	30,347.60	72.72%	
Interfund Loans Repaid	0.00	0.00	0.00%	
TOTAL AMBULANCE EXPENSES	51,430.00	31,602.00	61.45%	

REAL ESTATE EXCISE FUND BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Begin Net Cash	0.00	0.00		
Begin Investments	0.00			
Transfer from Current Expense	0.00	177,791.61		
Beginning Fund Balance	0.00	177,791.61		
1/4% Real Estate Excise Tax	0.00	11,996.74		
TOTAL REET REVENUES	0.00	189,788.35		
Ending Net Cash	0.00			
Ending Investments	0.00			
Ending Fund Balance	0.00			
TOTAL REET EXPENSES	0.00	0.00	0.00%	

FIRE MITIGATION FUND BUDGET: September 2008				
DESCRIPTION	2008 ADOPTED	END OF September ACTUAL	% OF BUDGETED	COMMENTS
Begin Net Cash	0.00	0.00		
Begin Investments	0.00			
Transfer from Current Expense	0.00	78,874.70		
Beginning Fund Balance	0.00	78,874.70		
TOTAL FIRE MITIGATION REVENUES	0.00	78,874.70		
Ending Net Cash	0.00			
Ending Investments	0.00			
Ending Fund Balance	0.00			
TOTAL FIRE MITIGATION EXPENSES	0.00	0.00	0.00%	

CASH, INVESTMENTS AND CAPITAL PROJECTS: September 2008

DESCRIPTION	CURRENT EXPENSE	PARK & CEMETERY	STREETS	LIGHT & POWER	GARBAGE	WATER	WASTE WATER	STORM	AMBULANCE*	REAL ESTATE EXCISE TAX	FIRE MITIGATION
Beginning Balance - January											
Beginning Net Cash	178,347.56	20,136.96	119,537.40	46,020.05	7,996.62	72,639.98	137,615.61	49,475.80	0.00	175,000.00	0.00
Beginning Investments	190,000.00	65,000.00	160,000.00	150,000.00	7,500.00	75,000.00	62,500.00	0.00	0.00	0.00	0.00
Rural Development Investment				100,000.00							
Total Beginning Balance	368,347.56	85,136.96	279,537.40	296,020.05	15,496.62	147,639.98	200,115.61	49,475.80	0.00	175,000.00	0.00
Ending Balance - September 30											
Ending Net Cash	118,202.15	12,146.37	111,061.02	582,817.38	13,112.81	30,547.74	149,629.93	53,260.30	4,392.94	189,788.35	78,874.70
Ending Investments	190,000.00	65,000.00	160,000.00	150,000.00	7,500.00	75,000.00	62,500.00	0.00	0.00	0.00	0.00
Rural Development Investment				100,000.00							
Total Ending Balance	308,202.15	77,146.37	271,061.02	832,817.38	20,612.81	105,547.74	212,129.93	53,260.30	4,392.94	189,788.35	78,874.70

* Ambulance rates not collected as soon as anticipated.

STAFF REPORT

To: City Council
From: Busse Nutley, City Administrator
Date: October 20, 2008
Re: Bid Award – Official Newspaper

The City must request bid proposals for the newspaper in which our legal notices are published. We requested bids from The Daily World and The Vidette. We only received a response from The Vidette.

Requested Action:

Award the bid for Official Newspaper to The Vidette in the amount of \$8.35 per inch for Open Rate; and \$7.85 per inch for Electronic Rate.

Attn: Busse Nutley, City Administrator

The Vidette's legal rates as of July 1, 2008:

Open Rate: \$8.35 per inch

Electronic Rate: \$7.85 per inch

Thank you!

Marisa Chatt

Legal Clerk

The Vidette

249-3311

STAFF REPORT

To: City Council
From: Busse Nutley, City Administrator
Date: October 20, 2008
Re: Engineering Contract Addendum #5

As we refine information in the Water System Plan to develop new water rates to pay for improvements in 2009, we need additional work from Gray & Osborne. The scope and budget are attached. Because the need for this work was not anticipated, some of the work has already been completed in an effort to enable new rates to be proposed for the budget.

Requested Action:

Authorize the Mayor to sign Addendum 5 of the contract with Gray & Osborne, not to exceed \$1,750.00.

**AMENDMENT NO. 5
TO
CONTRACT FOR ENGINEERING SERVICES**

THIS AMENDMENT, made this day, by and between the City of McCleary, Grays Harbor County, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by City) _____, for additional services related to the Professional Engineering Services Contract.

The City of McCleary is currently working with FCS Group, Inc. to complete a Water Utility Rate Study. This study is intended to evaluate the financial impact of the Capital Improvement Program (CIP) identified in the recent Water System Plan Update (Parametrix, 2008), which identifies all capital and operational improvements to be made to the water system within the 6-year planning period from 2008 to 2013.

The City has requested engineering services from Gray & Osborne, Inc. to assist the City in evaluating and prioritizing the projects identified in the CIP. The Scope of Work for these engineering services is described below. Estimated costs of this work are attached as Exhibit A.

Scope of Work

Task 1 – Verify Existing Capacity

Review and verify existing water system component Equivalent Residential Unit (ERU) capacities identified in the Water System Plan Update.

Task 2 – Determine Project Capacities

Determine all source and storage capacity increases for each individual project identified in the CIP. Water system capacity increases for projects will be defined in ERUs.

Task 3 – Provide Summary Memo

Provide a memo summarizing the findings from Tasks 1 and 2. This memo will also prioritize all source and storage projects based on the water system capacity increase the project provides and the age of the current components for replacement projects.

Assumptions

The following assumptions will be used in the evaluation:

- Projected Water Production, as shown in Table 2-8 of the WSP will be used for water system capacity needs.

Agreement

The Scope of Services and Compensation above are hereby agreed to by the parties signed below. Compensation for services provided under the Contract Amendment shall not exceed \$1,750 without further authorization from the Agency.

IN WITNESS WHEREOF, the parties here to have executed, or cause to be executed by their duly authorized officials, this AMENDMENT NO. 5 to the Contract for Engineering Services in duplicate on the respective dates below.

GRAY & OSBORNE, INC.

CITY OF MCCLEARY

By: _____
(Signature)

By: _____
(Signature)

Name: Tim Osborne, P.E., Vice President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: _____

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of McCleary WSP CIP Evaluation and Prioritization

Tasks	Principal Hours	Civil Eng. Hours
1 Verify Existing Capacity		2
2 Determine Project Capacities	1	6
3 Provide Summary Memo	1	5
Hour Estimate:	2	13
Estimated Hourly Rates:	\$56	\$36
Direct Labor Cost	\$112	\$468

Subtotal Direct Labor:	\$	580
Indirect Costs (162%):	\$	940
Total Labor Cost:	\$	1,520
Fee (15%):	\$	228
Subtotal Labor & Fees:	\$	1,748
Direct Non-Salary Cost:		
Printing	\$	2
TOTAL ESTIMATED COST:	\$	1,750

STAFF REPORT

To: City Council
From: Busse Nutley, City Administrator 
Date: October 20, 2008
Re: Contract with WSP for Fire Mobilization Reimbursement

Several months ago we received a request from the Washington State Patrol to sign a new contract to allow us to be reimbursed for any work our firefighters might do, if mobilized in an emergency. We indicated that they did not have the correct information about McCleary, and it has taken a considerable amount of time, and perseverance by Chris, to finally have the document in proper order.

Requested Action:

Authorize the Mayor to sign the agreement with Washington State Patrol of reimbursement for fire mobilization.

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

October 10, 2008

Ms. Busse Nutley, City Administrator
City of McCleary
100 S. 3rd Street
McCleary WA 98557

Dear Ms. Nutley:

Subject: WSP Agreement No. C080964GSC, State Fire Mobilization Reimbursement

Enclosed are two originals of a revised interagency agreement between the Washington State Patrol and the City of McCleary; please disregard the version you received earlier. Please have an approved representative of the City sign these originals and return them to the following:

Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

An IRS Form W-9, Request for Taxpayer Identification Number and Certification, is also enclosed with this letter. Please complete this form for your organization and return it with the signed original agreement documents.

A fully signed original will be returned to you for your records. Please contact me at (360) 596-4052 or via e-mail at jeff.hugdahl@wsp.wa.gov if you have any questions or concerns regarding this agreement.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "John R. Batiste".

Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

jh
Enclosures



INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
CITY OF MCCLEARY

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the City of McCleary for its Fire Department, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

1. **Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
2. **Period of Performance.** The period of performance of this Agreement begins on January 1, 2008 and ends on December 31, 2013 unless terminated sooner as provided herein.
3. **Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization.
4. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
5. **Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
6. **Agreement Management.** The work described herein shall be performed under the coordination of Mayor Wallace Bentley of the Fire Agency, and Assistant State Fire Marshal Paul Perz of WSP, or

their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.

7. **Hold Harmless.** Each party to this Agreement agrees to be responsible for and assume liability for its own wrongful and negligent acts or omissions, including the negligence attributed to that party's command decisions, or those of its officers, agents, or employees to the fullest extent allowed by law, and agrees to save and hold the other party to this Agreement and said party's officers, agents, and employees harmless from such liability and to waive any liability legal claims the parties to this Agreement might have against each other or any one of them for liability arising out of the performance or non-performance of any act under this Agreement. However, in any lawsuit brought against a party to this Agreement or as against their officers, agents, or employees by persons or entities not signatory to this Agreement, then neither of the parties to this agreement shall be limited in their legal rights to tender the defense to the other party or to request apportionment of any judgment rendered against them, and none of them shall be limited in their rights as provided under the laws of the State of Washington to seek contribution for any judgment they are required to pay in excess of their proportionate share of any liability judgment or award.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Washington State Patrol:

For the City of McCleary:

FOR: John R. Batiste, Chief

Signature

Date

Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

STAFF REPORT

To: City Council
From: Busse Nutley, City Administrator 
Date: October 20, 2008
Re: Agreement with Children's Advocacy Center

The Children's Advocacy Center provides the City for up to 87 hours for any and all investigations, interviews, etc., for child physical and sexual abuse cases. The proposed agreement is identical to our existing contract. The cost is \$4,000.

Requested Action:

Authorize the Mayor to sign the 2009 agreement with Children's Advocacy Center for \$4,000.

Children's Advocacy Center of Grays Harbor
514 Broadway Ave. East
Montesano, Washington 98563
Voice: 360.249.0005 or 1.800.959.1467
Fax: 360.249.0030



October 10, 2008

Chief George Crumb
City of McCleary Police Department
100 S. Third Street
McCleary, WA 98557

Dear Chief Crumb:

Enclosed is the municipal contract between the Children's Advocacy Center of Grays Harbor and your city. Please forward this contract to your mayor for signature. After the mayor's signature, please send it back to the CAC and I will have Katie Svoboda sign as President of the CAC Board of Directors.

The following information highlights the pertinent components of the contract:

- The annual \$4,000 fee remains the same as last year. Your funds pay for salary and taxes for the investigator position. As an accredited CAC, we receive a federal grant. This grant and other solicited funds pay for benefits, travel expenses, training, transcriptions and other costs. We use your funds for only the detective' salary and taxes. Monthly salary for a $\frac{3}{4}$ position is approximately \$2,376.00 per month.
- The detective will be commissioned by the Sheriff's Department and will have a partial law enforcement commission.
- The position is yours to use for up to 87 hours in a calendar year for any and all investigations, interviews etc for child physical and sexual abuse cases. I would encourage you to use these hours as best fits with your current resources.

The CAC hires the detective on a monthly salary and provides benefits. We have not refunded funds for unused hours at the end of the year because that would necessitate laying off the person at the end of the year. This would cause a great deal of difficulty with the other cities that use their hours and need the detective. This employment insecurity could make it virtually impossible to hire and retain a qualified employee.



"Making a difference, one child at a time."

Children's Advocacy Center of Grays Harbor
514 Broadway Ave. East
Montesano, Washington 98563
Voice: 360.249.0005 or 1.800.959.1467
Fax: 360.249.0030



The Law Enforcement Operations Board meets the 2nd Tuesday of every fourth month (January, April, July, and October) at the CAC, right after the 911 meeting. You or a designee are encouraged to attend. This Board is the governing board for the CAC detective duties and protocols.

Thank you for past participation in this unique and mutually beneficial contract. I look forward to another year of working together.

Sincerely,


Angela M. Nilsson,
Executive Director



"Making a difference, one child at a time."

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day by and between the **CITY OF McCleary**, a municipal corporation, hereinafter referred to as the “**CITY**”, and the **CHILDREN’S ADVOCACY CENTER of GRAYS HARBOR**, hereinafter referred to as the “**AGENCY**”.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the **CITY** desires to have certain services performed, as hereinafter set forth, requiring specialized skills and other support capabilities; and

WHEREAS, the **AGENCY** represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract;

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

1. **SERVICES.** The **AGENCY** shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as **AGENCY** responsibilities throughout this Agreement. The **AGENCY** agrees to provide child assault criminal investigation consultation when requested, forensic child victim interviews when requested, training to law enforcement personnel when requested, full case investigations when requested, suspect interviews when requested, investigation related documentation and reports, court related testimony and child and family support services.
2. **REPORTING REQUIREMENTS.** The **AGENCY** shall submit periodic reports as required by the **CITY**, which may include, but not be limited to, a fiscal year, revenue and expenditure report, and final evaluation report.
3. **DURATION OF AGREEMENT.** The effective date of this Agreement shall be **January 1, 2009** and shall terminate on **December 31, 2009**. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.
4. **COMPENSATION AND METHOD OF PAYMENT.** The **CITY** shall compensate the **AGENCY** for the services performed under this Agreement in an amount of **\$4,000** payable in one annual or in four quarterly installments. The **AGENCY** will provide up to **87** hours of service for this fee. The **AGENCY** will provide a quarterly report denoting hours used and the balance remaining. Any hours requested by the **CITY** in excess of **87** hours will be billed to the **CITY** at the rate of **\$46.00** per hour.

5. **ESTABLISHMENT AND MAINTENANCE OF RECORDS.** The AGENCY agrees to maintain books, records, documents and accounting procedures, and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. The AGENCY agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

6. **COMPLIANCE WITH LAWS.** The AGENCY, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

7. **NON-DISCRIMINATION.** AGENCY agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, national origin, marital status, sex, age, or disability except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. During the performance of this agreement AGENCY shall comply with federal and state nondiscrimination statutes and regulations, including the Americans with Disabilities Act of 1990, as amended.

8. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

9. **TERMINATION.** If the AGENCY fails to comply with the terms and conditions of this Agreement, the CITY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 30 days notice in writing of intent to terminate.

10. **RECAPTURE OF FUNDS.** In the event that the AGENCY fails to expend funds under this Agreement in accordance with State law, or Federal law where applicable, and/or the provisions of this Agreement, or fails to perform any and all tasks under this Agreement, the CITY reserves the right to recapture CITY funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed three (3) years following contract termination.

11. **NOTICE AND CONTRACT ADMINISTRATION.** The contract administrator for the CITY for this Agreement shall be the **Chief of Police**. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY: CITY OF McCleary
POLICE DEPARTMENT
100 S. Third Street
McCleary, WA 98563
Attention: **Chief George Crumb**

AGENCY: GRAYS HARBOR CHILDREN'S ADVOCACY CENTER
514 Broadway Avenue East
Montesano, WA 98563
Attention: **Angela Nilsson, Executive Director**

Either party may change the addresses above specified hereto by giving written notice thereof to the other pursuant to this paragraph.

12. **ENTIRE AGREEMENT.** The parties agree that this 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: _____

**GRAYS HARBOR
CHILD ADVOCACY CENTER**

CITY OF McCleary

By _____
Katie Svoboda, Board President

By _____
Wallace Bentley, Mayor

STAFF REPORT

To: City Council
From: Busse Nutley, City Administrator
Date: October 20, 2008
Re: Set 2009 Property Tax Levy

There are several components to establishing the property tax each year. The County Assessor determines the value of property and state law establishes the maximum amount of tax that may be levied by each city, county, special purpose district and the state.

Current state law restricts the increase in local governmental property tax RECEIPTS to 1% per year. Therefore, the levy amount is determined by the previous year's collection, divided by the current assessed valuation.

The final assessment has not yet been established by the county, although we have been given the preliminary figures.

The main issue is whether the City wants to set the levy at the maximum allowed by law, which will increase the total property taxes received by 1%.