



**McCleary City Council**  
**PROPOSED AGENDA**  
**April 8, 2009**

**6:30 Worksession – Nancy Allison, Washington Coast Sustainable Salmon Partnership**  
**7:00 Council Meeting**

Flag Salute

Roll Call

Minutes

Public Comment

Mayor's Report

Staff Reports: Busse Nutley, City Administrator  
Dan Glenn, City Attorney  
Department Heads

Public Hearing: Supplemental Budget for 2009

Ordinances: Ordinance 756 – Supplemental Budget for 2009  
Streamlined Process for Comprehensive Plan/Rezone Applications

Old Business: Street Banner Standards and Fee  
Water & Electric line replacement project – City Hall parking lot  
Simpson Sidewalk Project  
Ambulance Service Contract

New Business: Bid Award – Fencing for Beerbower Park project  
Bid Award – Park Surveying  
Bid Award – Poles for Light & Power  
Interlocal Agreement – WA Coast Sustainable Salmon Partnership

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  
March 25, 2009  
Regular Council Meeting

The regular meeting of the Council was called to order by Mayor Pro-Tem Chris Vessey with the flag salute.

Roll Call: Mayor Pro-Tem Vessey  
Council Members: Hays, Lake, Vatne and Boling

Staff Present: Attorney Glenn, Administrator Nutley, Clerk-Treasurer Rostedt, Facilities Manager Baun, Gray and Osborne Engineers Hinton and Bird

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

Mayor Vessey read a letter from Mr. and Mrs. Roland Sutherby thanking the Police Department, and in particular Officer Bunch, for their assistance in locating and returning the Sutherby's stolen car.

Administrator Nutley reported on the following:

- 1) The City and Fire District #12 have made yet another offer to Fire District #5, and are waiting for the City of Elma and Rural Fire #5 to respond.
- 2) BPA has notified the City of McCleary that they are looking at a possible 11% increase in wholesale power rates in October, but will be working to keep the increase below double digits.
- 3) Despite the downturn in the economy, the City may see an increase in sales tax due to the Streamlined Sales Tax passed by the Legislature last July. The tax from internet and catalog sales in Washington State are being remitted to the entity where the products are delivered.
- 4) The Planning Commission, at their last month's meeting, discussed the issue of streamlining the approval process of Comprehensive Plan and zone changes for specific parcels.
- 5) Clerk Treasurer Rostedt reported to the Council the fact that an \$800,000.00 CD will be maturing on Monday, March 30, and due to the current abysmal interest rates her plans are to transfer the funds from Sterling Savings to the Local Government Investment Pool. There were no objections from Council members.
- 6) She referred the Council to the financial reports for February.
- 7) Attorney Glenn will be preparing a 2009 Budget Amendment for consideration at the next meeting. The budget amendments will deal with a grant received by the Storm Water Fund, the BPA Conservation program in the Light/Power Fund, and a mistake in the budgeted Light/Power expenditure communications line.

It has been suggested that when the back parking lot is paved, that certain water and electric services be upgraded. As soon as she has cost estimates from staff, she will bring them to the Council.

There was further discussion of rules and regulations for the installation of street banners by the City. Following the discussion, it was moved by Councilman Vatne, seconded by Councilman Boling, to adopt the proposed rules and regulations. Carried. Councilmen Vatne, Boling and Vessey voted in favor of adoption, Councilman Hays and Councilwoman Lake voted against.

Administrator Nutley brought to the Council a proposed MOU for the Teamsters as relates to overtime for emergency storms. If adopted, this MOU would be in agreement with a similar policy in the current IBEW contract. Attorney Glenn asked that a decision be held off until the next meeting when he will bring it back consideration.

McCleary School is undergoing extensive remodeling, including major electrical work. The current overhead service to certain areas of the school may present maintenance and safety issues for Light/Power crew members. An underground service would go a long way toward correcting the safety issue. Conversion to an underground service is more expensive, and the school has agreed to pay half the cost. It was moved by Councilman Vatne, seconded by Councilman Boling, to authorize the Mayor to sign a joint electrical upgrade with the McCleary School for a total estimated cost of \$8,248.99, with the School paying for \$4,124.49. Carried.

Resolution No. 586 entitled, A RESOLUTION RELATING TO UTILITY DEPOSITS, ESTABLISHING AMOUNTS AND PROTOCOLS, REPEALING RESOLUTION 240, AND PROVIDING FOR TRANSITION, was introduced. It was moved by Councilman Vatne, seconded by Councilman Boling, that the resolution be adopted. Carried.

Resolution No. 587, entitled A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A HEALTH REIMBURSEMENT ARRANGEMENTS/VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION ("HRA VEBA") PLAN, was introduced. It was moved by Councilman Vatne, seconded by Councilman Boling, that the resolution be adopted. Carried.

Ordinance No. 756 for amending the 2009 Budget was introduced and will be brought to the next meeting for consideration.

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

It was moved by Councilman Vatne, seconded by Councilman Boling, that an executive session be held on potential litigation and personnel, involving the status of an employee, lasting approximately 15 minutes. Carried. The session began at 8:05 PM and the regular meeting resumed at 8:15.

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: April 6, 2009  
Re: Current Non-Agenda Activity

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### **Cedar Heights Subdivision**

This subdivision received a conditional final plat approval on October 10, 2007. The exception was the requirement to repair a sidewalk ramp to meet ADA standards. In January 2008, \$15,000 was put into a dedicated savings account at Westside Community Bank to cover the cost of the repair. Preliminary engineering plans were submitted to the City Engineer who returned them with required changes, but no further action has taken place. The subdivision eventually went through foreclosure and Westside is the current owner.

We believe that with the arrival of spring, it is time to get the sidewalk fixed. I have written a letter to the bank requesting that it move ahead with the repairs.

Subsequent to the letter, Mick learned (see his report) that there may be a new buyer for the subdivision.

### **Water Improvements Loan/Grant**

Nick Bird (Gray & Osborne) and I met with Debbie Harper of US Department of Agriculture, Rural Development, to discuss applying for a loan for the automated water meters and investigation of the wells to determine if the casings are in adequate repair. We are hopeful that we can meet the requirements for the loan, and we may even qualify for up to a 45% grant. As a result of the grant possibility, we will probably be asking the Council to authorize an application for a grant/loan for all the water meters rather than half as we originally intended. The interest rate for any loan is 3.75%.

Debbie suggested that we approach CTED at the state to see if we could qualify for a federal CDBG grant for part of the water projects. Unfortunately, the last Census showed that we do not qualify for low income status, and we are looking at whether it may make sense to survey our residents to see whether, during these difficult economic times, incomes may have dropped to the point that we could qualify for these grants. At this writing, we are still investigating whether this could be done without significant cost.

### **WWTP Dryer Grant/Loan**

Nick and I also talked with Debbie about the possibility of funding the \$500,000 dryer at the wastewater treatment plant. Unfortunately the federal stimulus funds USDA received merely supplement their existing programs that are grants up to 45%. Even if we

received a 45% grant, the loan's debt service would amount to nearly \$20,000 per year. That would be difficult to pay with the existing rates.

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: April 6, 2009  
RE: LEGAL ACTIVITIES as of APRIL 8, 2009

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. **TEAMSTER'S OVERTIME MOU**: As you are aware, when the original draft was provided to me at last meeting, I suggested we review the language before it is formally considered by you. The goals were to make certain the language carried out the intention of the parties. When that is worked out, the questions for you will include the appropriateness of adopting the document and whether or not you wish to make certain that it terminates at the end of the current contract. (I have that issue in one of the other cities with which I work. The argument is, even though it could have been negotiated if the union had brought it up, the fact that it was not brought up and is not in the contract language does not mean the provision came to an end when a new contract is executed without the term in it.)

At this stage, I have provided draft material to the Mayor, Ms. Nutley, and PSPE. As of the time of the preparation of this report, I do not believe the Mayor has had the opportunity to review and I have not received the thoughts of our Labor Consultants. Thus, I would recommend that it be held over to the next meeting.

2. **SUPPLEMENTAL BUDGET ORDINANCE**: Following its introduction at the last meeting, the full text of the ordinance has been developed and provided for your review. Initially, there were three possible issues for inclusion. However, Donnie has spoken to Ms. Nelson of the SAO who advised her that only one of the three issues requires this formal of action.

For your information, prior to any action in relation

to adoption, the statute anticipates the Mayor formally inquire if any citizen has any comment or query in relation to the ordinance. While the statute does not require notice to be given for the consideration of this type of matter, it does require that it be introduced at least five days prior to consideration, which has been done, and the Public be given the opportunity to comment.

3. **BANNERS:** The matter seems to be a continuing subject of interest. Ms. Nutley has had City Staff check with other cities. The positions range from they are allowed, so long as an approved independent installer puts them up and takes them down (Olympia) to not allowing them (Tumwater, maybe?) or installing them without cost. (Elma, which is going to be revisiting the matter since the draft resolution provided for a fee, but there was an initial decision, apparently, to not charge an installation fee.)

After review of how the other entities handle the situation, it is my understanding Busse has developed additional guidelines to make certain the process works for the benefit of all involved. Since this was done under the rule making authority granted by your enactment, I would anticipate that she will be bringing the additional material to you tonight so it may be approved by you so as to be able to implement now, rather than waiting thirty days.

4. **PLANNING MATERIAL:** As you will remember, when M & M submitted a proposal which, if implemented, required both a change in the Comprehensive Plan (resolution) and the Zoning Classification (ordinance), there was some difficulty in processing the matter. The difficulty arose from the fact that the UDC developed by Mr. Kleim covered many areas but did not anticipate, for good reason, a situation in which this type of pattern would arise.

To make such a situation less difficult, both as to time and expense, for all involved I have drafted an administrative ordinance for your consideration. In effect, what it provides is, if this situation arises, the Commission would have the exclusive authority to deal with both aspects at the same time. At their option, they may have one public hearing or mandate separate public hearings. However, the final decision remains with you for both any change in the Plan or the Zoning classification.

5. **EMS SERVICES:** By the time of this meeting, the Elma Council will have met and will likely have made a decision on what type of response they will make to the District's somewhat surprising offer. I am assuming that you have been provided a

copy of their proposal, which was delivered to the City on March 30. What I am going to set out is the information I provided, as to my "take" on the offer, to the Elma Council as part of their Council Report. (Thus, a public document.) You can match it with the particular section.

A. Although the contract term is indicated to be until December 31, 2013, the monetary amount the City would be required to pay would be adjusted annually under the provisions of the second paragraph of Article 4. The language of that paragraph is intriguing in that it pretty much leaves the door open. Exactly what impact a disagreement as to what costs should be included, etc. would have is open. I would assume the Board of Commissioners would take the position that they retain the authority to set the amount. Of course, we could also seek arbitration under the contract, but that really would not serve a great purpose. My rationale for that thought is, if the arbitrator were to determine the costs submitted accurately represented the costs expended by the District, regardless of whether the entities thought they were reasonable, we likely would be required to pay them.

As I am certain you also noted, there is the provision for consideration of equipment acquisition costs as a separate item.

B. Section 2.1.D provides a more restrictive responsibility of response for the District and broadens the scope of responsibility for the Fire Department.

C. Monetary Amount: My understanding is they have reverted to their position that the District spends something over 87% of their budget for EMS services. I would note that I have contacted Aberdeen, Hoquiam, and Montesano. It is my understanding the first two, as the result of studies done as part of developing the ability to impose a monthly "household" type charge, determined that around 63% of their costs are tied to EMS provision. Montesano currently uses the same figure. I do not know what calculation FD #2 utilizes.

D. In Section 7, language has been added about "future mergers, annexations, or regional fire authority formations." That language needs to be considered with care as well as to what the District's intentions/purposes are for the addition of this language.

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: Council and Mayor  
From: Colin Mercer Webmaster   
Date: April 1, 2009  
RE: March Website

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### RE-OCCURRING WEBSITE ACTIVITIES

Council Agenda/ Packet .  
Previous Council Meeting approved minutes.  
Planning Commission Agenda.  
Previous Planning Commission approved minutes.

### NEW WEBSITE ACTIVITIES

Uploaded the 2009 Adopted Budget.  
Post 2009 Resurrection Egg Hunt on Events calendar.  
Created new page on the website to post interlocal agreements.  
Upload a list of all 25 interlocal agreements.  
Upload Senior Scam Flyer for Library class.  
Upload Identity Theft Flyer for Library class.  
Added applications for the Bear Festival Car Show and Parade.  
Added car show to events calendar.

Current Section: [Home](#) > [Tell Us What You Think!](#) (Online Form)

**First Name:** Merry Ann

**Last Name:** Gordon

**Address:** P O Box 174

**Phone  
Number:** (360) 495-3432

**Email:** merryanngordon@yahoo.com

**Comments:** I enjoy traveling the streets of McCleary in my electric wheelchair with my leashed service dog. I frequent local businesses. We have a beautiful community with friendly and helpful citizens. Thank you for your part in keeping it this way.

**Date:** 3/7/2009 2:50:09 AM

**Options:**

No options have been selected.

## Website Traffic Report

March 1, 2009 through March 31, 2009

<b>Page Views by Section</b>		
<b>Section</b>	<b>Page Views</b>	<b>Percent of Total</b>
<a href="#">Default Page</a>	1453	29.81%
<a href="#">Events</a>	622	12.76%
<a href="#">City Jobs</a>	269	5.52%
<a href="#">Agendas and Minutes</a>	254	5.21%
<a href="#">Home</a>	169	3.47%
<a href="#">Code, Ordinances &amp; Standards</a>	167	3.43%
<a href="#">City Staff</a>	163	3.34%
<a href="#">City Photos</a>	159	3.26%
<a href="#">City Departments</a>	148	3.04%
<a href="#">Mayor and Council</a>	137	2.81%
<a href="#">FAQ's</a>	127	2.61%
<a href="#">Police</a>	121	2.48%
<a href="#">Bear Festival</a>	114	2.34%
<a href="#">Helpful Links</a>	105	2.15%
<a href="#">Search Results</a>	103	2.11%
<a href="#">Fire</a>	76	1.56%
<a href="#">Community Center</a>	73	1.5%
<a href="#">Public Facilities</a>	70	1.44%
<a href="#">Chamber of Commerce</a>	67	1.37%
<a href="#">Water / Wastewater</a>	58	1.19%
<a href="#">2008-09 Budget</a>	55	1.13%
<a href="#">Light &amp; Power</a>	49	1.01%
<a href="#">Interlocal Agreements</a>	46	0.94%
<a href="#">Flood Photos 2009</a>	45	0.92%
<a href="#">Development Services / Building</a>	39	0.8%
<a href="#">Tell Us What You Think!</a>	39	0.8%
<a href="#">Christmas Photos 2007</a>	38	0.78%
<a href="#">Administration</a>	37	0.76%
<a href="#">Surveys &amp; Questionnaires</a>	26	0.53%
<a href="#">Planning Department</a>	24	0.49%
<a href="#">Municipal Court</a>	21	0.43%
TOTAL	4874	100%

## STAFF REPORT

To: Mayor and City Council  
From: Jennie Reed, Court Administrator *JR*  
Date: April 1, 2009  
Re: March Report

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	<u>Court Filings</u>		<u>Court Fines Paid</u>	
	<u>March</u>	<u>YTD</u>	<u>March</u>	<u>YTD</u>
Traffic Infractions	9	21	\$1,782.30	\$5,452.40
Non Traffic Infractions	0	0	\$27.30	\$81.30
Criminal Traffic	3	8	\$946.30	\$2,843.95
Criminal Non Traffic	5	10	\$563.10	\$904.36
Collection Fees Collected				\$500.00
<b>TOTAL ISSUED</b>	<b>17</b>	<b>39</b>	<b>\$3,319.00</b>	<b>\$9,782.01</b>

## **STAFF REPORT**

To: Mayor and City Council  
From: Vern Merryman, Water/Wastewater  
Date: April 2009  
Re: Monthly Council Report

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The Wellhead Protection Plan is now in its final stages. We are in the process of getting awareness letters out to the properties that are on the aquifer.

The automatic transfer switch repair was completed. We now have backup power when needed at the treatment plant.

The lift station at Summit Place II has been giving us problems. The phase converters that were used to take single phase power and convert it to 3 phase power were programmed wrong from start up. The programming has been adjusted and we are seeing significant results in the lift stations operation.

Callouts after hours have always been a problem from the treatment plant, wells and lift stations, up until now I have not been keeping a tally on them. During the months of December thru February I myself have received 28 after hour alarm callouts. The majority being nuisance calls, but there are those times when immediate attention is required. The use of telemetry has proved very beneficial being able to respond and make many treatment plant corrections from home.

Hydrant flushing and valve exercising took place. There were a few valves and hydrants discovered that were in need of repair and valves that were not in the correct open positions.

## STAFF REPORT

To: Mayor and City Council  
From: Paul Nott, Light & Power  
Date: April 2, 2009  
Re:



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	Monthly statistics;	YTD Totals
<b>New Services;</b>	1	1
<b>System Outages;</b>	3	5
<b>Pole Replacements;</b>	0	2
<b>Maintenance Work Orders;</b>	3	12
<b>Billable Work Orders;</b>	1	3

Report;

This last month the power crew had two outages. One at the school to the new portables which turned out to be a bad fuse, and one at the treatment plant which was scheduled to perform some electrical work to the ATS.

The estimate to the school for the new single phase service was completed and turned over to the school. We are awaiting a response.

The big push right now is preparing for asphalt in the parking lot. We are currently gathering prices for three new pedestals and a new electrical service for the park (see attached memo). Also, the power crew will be moving and replacing 2 poles in the "triangle" of the park and couple behind city hall and by the public works building. All of the work that we will be doing also coincides with the cut-over plan. Along with the pole replacements we will be re-conductoring and up-grading the existing transformers.

Up-coming Events;

We have a 3 pole re-location job to do for the water dept. out at the city wells.

We are currently working with Elcon and Assoc. to explore another highline re-route design to possibly bring the new highline feed down the north side of Simpson Ave vs. the current plan of the south side.

We are still awaiting a break in the weather to address some of our danger poles. To prevent prolonged and substantial outages we need to work them energized which requires non-inclement weather.

# Memo

**To:** Busse  
**From:** Paul  
**CC:** Mayor and Council  
**Date:** 4/2/2009  
**Re:** Park pedestals and new service proposals

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Busse,

As you requested, this memo should explain the two proposals that we received in regards to the new service and electrical pedestal project in the park...

Home Town Electric Proposal;

This proposal is to provide the material and labor to install a 320 amp meter base and two 200 amp outdoor electrical panels to provide service to the existing park pedestals and the three new proposed pedestals. It will also allow for expansion electrically, for future electrical circuits in the park. (ie. Outlets on the locomotive)

Currently the service that feeds the existing pedestals is at capacity. To add three additional pedestals requires a service upgrade. The general consensus is if we need to upgrade, lets add enough for future expansion. (Outlets in locomotive location). In other words "go big or go home".

CSI Proposal;

This proposal is to provide three temporary pedestals that are UL approved and will allow the City install and plug them in for Bear Festival without a L&I electrical inspection. Then after Bear Festival the pedestals would be removed from the paved area and stored for future festivals.

Currently the City Park has four electric pedestals that allow for 8 vendors to get power from during Bear Fest. A request has been made to provide 3 additional pedestals for more vendors. The location of these three pedestals would be to the west of the primary distribution pole in front of the park restrooms. Due to the location of these pedestals and the larger amount of traffic entering and leaving City Hall we feel that these three pedestals should be temporary of nature to avoid the risk of being hit by traffic during the year. The solution to providing temporary pedestals and avoiding annual inspection fees is to design a UL approved pedestal that can actually be installed and plugged in when needed and unplugged and removed when not needed.

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

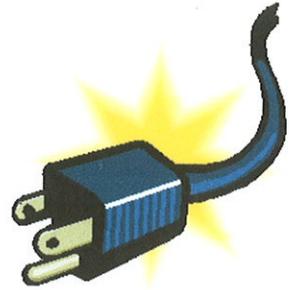
Paul

# PROPOSAL

# HOMETOWN ELECTRIC LLC

Date 3/30/2009

920 N Summit Rd  
 McCleary, WA 98557  
 (360) 495 - 9473



Estimate #  
 805

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
City of McCleary 100 South 3rd St. McCleary, WA 98557	City Park

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Description	Total
Permit, labor & materials for: Part #1 Install 320 amp, 120/240v 1 phase, underground meter base, on strut rack, between post provided by city. Install 1 - 200 amp, rain tight, feed through circuit break panel w/ 8 circuit spaces. Install 1 - 200 amp, rain tight, 30 circuit main breaker panel. Install 3 - 100amp circuit breakers (to feed part 2 of this proposal). Grounding & bonding, to code. Part # 2 *Install 3 - runs, 100amps ea., in conduit (provided and installed by city), to each of 3 junction boxes, provided by others, terminate. Terminate in equipment, (except incoming feeders provided & installed by city). Request electrical inspection.  *Trenching & back fill, by others.  Thank you for this opportunity.	2,675.00T

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. with payment as follows:	<b>Subtotal</b>	\$2,675.00
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Due in full upon completion.	<b>Sales Tax (8.3%)</b>	\$222.03
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Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, air delays beyond our control.	<b>Total</b>	\$2,897.03
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RESPECTFULLY SUBMITTED 

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DATE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_



**Control Systems International, LLC**  
 5024B Lambskin Street SW  
 Tumwater, Washington 98512  
 360.459.5580 Phone / 360.923.0708 Fax  
 E-Mail : controls@quixnet.net

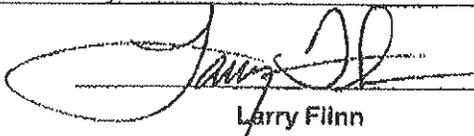
# Quotation

Date	Quote #
3/31/2009	LF-2260

Name / Address

**City of McCleary**  
 100 S. 3rd. St.  
 McCleary, Wa 98557

Project / Job
<b>Temporary Pedestal</b>
Contact Name
<b>Paul</b>

Item	Description	Qty	Cost	Total
	** Watertight (IP67)			
	CSI - Fabrication of Temporary Pedestal	3	1,342.20	4,026.60T
	Each Pedestal to include:			
	3R Enclosure w/interior panel	1		
	50A 125/250V Receptacle	2		
	GFCI Receptacle	2		
	1P 15A Feed Thru C/B	2		
	2P 50A Feed Thru C/B	2		
	100A 125/250V Male Connector **	1		
	100A 125/250V Receptacle & Backbox **	1		
	5' Portable Cable	5		
	2 X 2 Powder Coated Post	1		
	U/G Pull Box	1		
	ALTERNATE			
	Deduct for Weatherproof \$291.30 EA (This will require two 50A Cord Sets with matching Receptacles)			
Terms		FOB		
40% Down, Due w/order, Net 15		Olympia, WA		Subtotal \$4,026.60
Quote good 30 Days, Delivery 2-3 weeks ARO.				Sales Tax (8.4%) \$338.23
 Larry Flinn				Total \$4,364.83



# FAX COVER SHEET

## Control Systems International, LLC

5024 Lambskin St. SW Suite B  
Olympia, Washington 98512

Phone: 360.459.5580  
Fax: 360.923.0708

<b>SEND TO</b> Company name <b>City of McCleary</b>	<b>From</b> <b>Larry Flinn</b>
<b>Attention</b> <b>Paul</b>	<b>Date</b> <b>3/31/2009</b>
<b>Office location</b> <b>McCleary</b>	<b>Office location</b> <b>Olympia</b>
<b>Fax number</b> <b>360.495.3097</b>	<b>Phone number</b> <b>360.459.5580</b>

- Urgent     
  Reply ASAP     
  Please comment     
  Please review     
  For your information

Total pages, including cover: 2

### COMMENTS

Paul,

To follow is the quote you requested. If you have any questions, please don't hesitate to call.

Thank you,

Larry Flinn

## STAFF REPORT

To: Council and Mayor  
 From: John Allardin, Maintenance Crew Foreman   
 Date: April 03 2008  
 RE: March status report

TASK	DESCRIPTION	MONTH		YEAR TO DATE	
		NO.	HOURS	NO.	HOURS
Building maintenance	Park, transit station restrooms, city compound, library, float shed & museum.		80		143
Meetings and appointments	Safety meeting, interviews, public works meetings, outside agencies and contractors.	11	10	28	26
Training	Professional growth classes	3	21	3	21
Water leaks	water leaks	1	3	4	18
Water complaints	Dirty, smelly or low water pressure.	1	.5	2	1.5
Garbage collection	Down town, park, cemetery, city compound and city park trash cans.		12		30
Grounds maintenance	Gardening, hanging baskets, mowing, raking, baseball field maintenance and pressure washing		60		140
Motor pool maintenance	Motor pool maintenance in house and contract work	5	8	20	27.5
Pot hole program	patching potholes	40	20	70	35
Utilities locates	Locating underground utilities	2	2	5	3.5
Meter reading	Three people task includes meter reading, shut off list and re-reads		72		168
Flagging traffic	Flagging for Light and Power crew				
Citizen requests	Forms generated by requests from citizens	6	4.5	9	6
Valve exercising program	Checking for valve operation, location, and maintaining proper valve operation	50	64	57	76
Sanding streets and street sweeping	sweeping streets	1	8	2	14
Hydrant flushing program	Maintenance, flushing and exercising hydrants	46	64	51	68

# STAFF REPORT

**To: Mayor Bentley and Council**  
**From: George M. Crumb, Chief of Police**  
**Date: April 3, 2009**  
**RE: March 2009 Police Activities**

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## SUMMARY OF INCIDENTS

### **00541 Incidents (as of Friday 040309/ 1100)**

Traffic Stops, Traffic Hazards,  
Speed Infractions-DWLS-with court, Insurance Violation. Total Bail \$3541)

## VIOLATIONS REPORTED OR INVESTIGATED

Abuse, Adult or Child	Civil Complaint(s)
Ambulance/-Fire Response Broadcast	Sex Offense (Adult or Child)
Agency Assist Police	Court Order Service/ Violation)
Harassment	Subject Stop / Pedestrian Stop-
Aid Call	Citizen Assist
Hit & Run	Prowler
Juvi Problem /Found Child/Runaway	Defrauding Public Utility
Alarm(s)	Suspicious, Person, Vehicle, Circumstances.
Liquor Violation (MIP-minor in possession)	Death Report
Animal Complaint()	Theft Complaint(s)
Malicious Mischief	DUI
Arrest(s) (Booked)	Threat Complaint(s)
Missing Person/Runaway Report	Disorderly Conduct/person
Arrest(s) (Warrant)	Trespassing Complaint
Man Down-intoxicated sub	Domestic Violence
Motorist assist	Traffic Hazard=-/ Reckless / 5 Offence
Arson Report	Police Information
Noise Complaint	HAZMAT
Arrest Juvenile	Verbal Argument/Dispute
Open Window/ -Door	Dog Impounds
Attempted Suicide	DRUGS-VUCSA (Violation Uniform Controlled
Parking Violation/Complaints	Substance Act)
Assault Complaint(s)	Vehicle theft / Prowl / Recovered Stolen.
Possession of Drug Paraphernalia	Fraud
Burning Violation(s)	Vehicle = Accident / Disabled- / Abandon
Possession of Stolen Property	Firearm/Weapons complaint
<u>Burglary Complaint(s)</u>	Warrant Service/Transfer
Police Information	Fraud complaint
Controlled Substance Violation(s)	Welfare Check
Public Works Assist (McCleary City)	Found- / Lost Property-
Custody Dispute(s)	911 Hang Up/Open Line
Referral	
Fire Response	

---

### Discussion: Open

4 Police Officer Positions, 3 Positions filled.  
Police Background ongoing on 4<sup>th</sup> applicant by GHC SO.

---

Council Members Present: ALL? Mr. Vessey, Mr. Vatne, Ms. Lake, Mr. Hays, Mr. Boling  
Mayor Bentley: Present / Not Present  
Officer Reporting : Chief Crumb

*GM*  
*9A1*

## STAFF REPORT

To: Mayor and City Council  
From: Mick Schlenker Building Official   
Date: April 2, 2009  
Re : March Activity

### Building Permit Activity

	March		Total 2009	
	Current	Fees	YTD	Fees
Last Month				
Customer Service	88		356	
Building Permits Issued	1	\$212.35	6	<u>\$1,237.00</u>
Nuisance Letters	1		1	
Inspections Performed	36		158	
Plan Reviews	1	Inc in Permit	4	
Stop Work Issued	0		0	
City Projects	0		0	
Complaints	3		15	
Demo Permits	0		0	
Court Issues	0		0	
Fire Projects	0		0	
Cars	0		0	
Abatements	0		0	
Elma Inspections	1			
Total	131	\$212.35	541	\$1,237.00

#### Summit II

1. Todd Hansen has talked about starting up 4 new homes.

#### Cedar Heights/Kingbuilt Homes

1. Talked with a new realtor for this plat that stated " he has an interest contractor.  
Lets keep our fingers crossed.

### **Beehive**

1. Fred (superintendent) has hopes of starting up new projects in June.

### **McCleary School**

1. Working on phase II of the project (4) new class rm's (3) remodel class rm's
2. Inspections to included: HAVC, Electrical, Frame, Fire sprinklers, Insulation, Drywall, Stairs, Painting, Truss's, T bar ceiling, (4) catch basin's to storm, Plumbing, floors  
Over frame of roof area, gypcrete

### **Brookside MH Park**

1. Talked with GHC about if the City condemned this site or not. (We did not)

**Thank you,**

Mick Schlenker  
Building Official

## STAFF REPORT

To: Mayor and City Council  
From: Todd Baun *TB*  
Date: April 3rd, 2009  
Re: Month of March

---

Here are the projects I've been working on for March,

- I have turned in a pre application to The Recreation and Conservation office for trail planning. Nick Bird and I have worked on it and feel we have come up with a good project proposal. The proposal is to check the feasibility of the 12 acres at the city wells being used for a trail head. The project will also include studying existing trails and proposed trails that will connect to the site. Initial cost that Nick and I have come up with is \$18,428 of NOVA funds with a city match of force labor for \$3,252. For the total of \$21,680. The due date for this grant is August 7<sup>th</sup>. I will bring the final grant application to council before that time for council approval.
- The Salmon Recovery Funding Board (SRFB) has received our pre application for a fish barrier removal project. We are attempting to secure money to redesign and construct a new debris structure behind the city shop. We are asking \$23,956 from the SRFB with a city match of \$4,228. The total for this project will be \$28,184. The final application will be due in early August. Before the due date, I will bring the application to council for approval.
- Busse, Jon Hinton, and I met with several people from the TIB, WSDOT, GHCOG, and Morrissette and Associates about the Simpson sidewalk project. It was a very productive meeting with some good news for the city.
- The WSDOT came in and swept up some of the maintenance sand. Unfortunately, their sweeper broke and they did not complete the sweeping. They will be back when the sweeper is fixed to finish the job.
- We have gone out and received bids on two items for the park. We need a topographical survey of the park for a grading plan for our work we will be doing this coming August. We also went out to bid on portable fencing. The fencing will be used for baseball, softball, and soccer. It is lightweight, durable, and makes things easier for the maintenance crew. I think it will be a great addition to our park.
- Jon Ehresmann and I went to training on March 24th, 25th, 26th in Ocean Shores. This training is something we have to do in order to keep our individual Water Distribution Manager Licenses. We went to several good classes and brought home some good information to use for the city.

- I have been working on a yearly schedule for the public works. It is in draft form and I've been working out the little issues with it.

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: City Council  
From: Busse Nutley, City Administrator   
Date: April 6, 2009  
Re: Supplemental Budget – Stormwater

---

After the heavy snowfall and flooding of December and January the City decided to develop a Capital Improvement Plan for its stormwater utility so that improvements could be made to the system and help alleviate the consequences of storms.

The City received a \$50,000 loan from the Public Works Trust Fund for this work and awarded a contract to Gray & Osborne, Inc., to complete the engineering study. The stormwater budget was adopted in early December 2008 before such a study was contemplated. As a result the Stormwater Fund revenues and expenditures both need to be increased to reflect this activity.

**Requested Action:**

Adopt Ordinance 756.

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

AN ORDINANCE ADOPTING A SUPPLEMENTAL BUDGET FOR THE CALENDAR YEAR 2009; AMENDING ORDINANCE 752 AS TO A PARTICULAR ELEMENT; AND DECLARING AN EMERGENCY.

R E C I T A L S:

1. Since the adoption of the budget for 2009, certain fiscal matters in relation to the funding of the development of the Stormwater Capital Improvement Plan have been brought to the attention of the Mayor and Council.

2. That information is that the City has been able to negotiate a loan in the principal amount of \$50,000.00 from the Public Works Trust Fund.

3. The acquisition of that loan and the execution of the necessary documents have been approved by action of the Council.

4. As a result of the additional information, with the assistance of the City Administrator and the City Engineer, the Mayor and City Council have undertaken a review of the anticipated expenditures and revenue of the City in that area for the year 2009.

5. To assure compliance with the budgeting and accounting requirements of the City, a review of the budget confirmed the receipt of these moneys and their expenditure

requires modifying the balances of the fund into which revenues may be deposited. The result of that loan will be to increase the anticipated revenues and expenditures in the relevant fund to \$138,000.00 and the total budget to \$7,211,275.00.

5. These funds were not anticipated at the time of the adoption. Thus, this ordinance was introduced at the regular council meeting of March 25, 2009, so as to allow the opportunity for public comment.

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

SECTION I: The following portions of the budget adopted pursuant to Ordinance 752 are amended to read as follow:

Stormwater Fund	BARS # 409	
Revenue	409___382.80	\$ 138,000.00
Expenditure	409___594.38.41	\$ 138,000.00
Total Budget	(Revenue & Expenditure)	\$2,211,275.00

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

SECTION III: To the extent not amended by Section I, the budget adopted pursuant to Ordinance 752 is reaffirmed.

SECTION IV: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be

invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

PASSED THIS \_\_\_\_\_ DAY OF APRIL, 2009, by the City Council of the City of McCleary, and signed in approval therewith this \_\_\_\_\_ day of February, 2009.

CITY OF McCLEARY:

\_\_\_\_\_  
WALLACE BENTLEY, Mayor

ATTEST:

\_\_\_\_\_  
DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

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

STATE OF WASHINGTON )  
 : ss.  
GRAYS HARBOR COUNTY )

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

\_\_\_\_\_  
DONNIE ROSTEDT

SIGNED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by DONNIE ROSTEDT.

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

## **STAFF REPORT**

To: City Council  
From: Busse Nutley, City Administrator   
Date: April 6, 2009  
Re: Comprehensive Plan and Zoning Change Process

---

After the M & M Harbor Properties comprehensive plan change and rezone, you asked Dan and me to pursue a way to streamline the process so that only one advisory body would make a recommendation on both issues. Dan proposed that the Hearing Examiner would be appropriate and you asked that the Planning Commission be consulted about the idea.

The Planning Commission met on March 17 and discussed the issue in great detail. They concluded that because it is critical for people who live in the community to make comprehensive planning policies, the Planning Commission should continue to control the recommendations on that policy to the City Council.

Further, they believe that they can be careful about the legal details that are important in any zone changes, so that if the goal is to streamline the process, then these rezones should also be given to them. However, they think that will be an issue more often when a property owner applies for a change in the plan and zone, rather than when they might make an overall amendment to an area or several parcels. In that case, the rezone might not be requested for a period of time and it would be appropriate for the case to be heard by the Hearing Examiner.

The draft Planning Commission minutes are attached for your information.

### **Requested Action:**

Adopt the Ordinance

# City of McCleary Planning Commission Meeting

March 17, 2009

The meeting was called to order at 5:30 pm by Chair Jeff Catterlin. Members present: Evert Challstedt, Ben Ator, Paul Custis and Nancy Koeppen. Staff: Busse Nutley, City Administrator.

The minutes from the December 16, 2008 meeting were approved.

There was no one from the public present.

The only item on the agenda was to recommend to the City Council a process to simultaneously change both comprehensive plan and zoning map designations.

When M & M Harbor Properties wanted a new designation for a parcel it owned, both the plan and zoning maps required changes and the Planning Commission handled both. Later, the City Attorney expressed concern about not sending the rezone to the Hearing Examiner. He then proposed to combine the two processes into one that used the Hearing Examiner. The City Council was briefed about the proposal and the members asked that the matter be considered by the Planning Commission.

Mr. Challstedt and others expressed concern that the comprehensive plan should remain within the control of the Planning Commission. He reasoned that the plan should reflect the values of the community. Hearing Examiners do not have that obligation and may not live in the area. In addition, the Hearing Examiner is supposed to act in a judge-like manner, evaluating facts of cases against the backdrop of City-adopted policy. Because the comprehensive plan is, in fact, the policy, it would be extremely difficult for the Hearing Examiner to act in a legislative manner.

It was moved by Mr. Challstedt and seconded by Mr. Ator that the Planning Commission should retain control over the comprehensive plan. The motion was adopted unanimously.

The Commission then considered the issue of streamlining the process so that an applicant would not have to go through two hearing processes. It was noted that once the comprehensive plan was changed and became the new City policy, then the Hearing Examiner would be obligated to grant the rezone. The second hearing process, then, would take additional time, would cost more, and would have an outcome that could be accurately predicted by the action of the Planning Commission on the comprehensive plan issue.

It was moved by Mr. Challstedt and seconded by Mr. Custis that when the comprehensive plan and zone changes would result in the same outcome, such as when a change was requested by a property owner, then the Planning Commission would process the rezone request concurrently with the comprehensive plan amendment. The motion was adopted unanimously.

The next regular meeting is scheduled for April 21, 2009 at 5:30 in the Council Chambers; however, if there is no business, the Chair will cancel it.

The meeting was adjourned at 6:15 pm.

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

AN ORDINANCE RELATING TO ADMINISTRATION, CLARIFYING RESPONSIBILITIES AS TO LAND USE REVIEW IN CERTAIN CIRCUMSTANCES, AMENDING \$2.28.050 MMC & ORDINANCE 376 § 5, AS LAST AMENDED BY ORDINANCE 678 § 3, AMENDING \$2.30.130 MMC & ORDINANCE 576 § 13, AS LAST AMENDED BY ORDINANCE 678 § 7, & PROVIDING AN EFFECTIVE DATE.

R E C I T A L S:

1. In furtherance of its duties in relation to land use control, the City has implemented a system providing for the utilization of a Hearing Examiner to carry forth a variety of responsibilities, but which retains the presence of a Planning Commission to deal with matters relating to the Comprehensive Plan, as well as other issues assigned to it by the Council or Mayor.

2. The Mayor and Council have become aware of an ambiguity in the code provisions when a particular application requires a review and possible amendment to both the Comprehensive Plan and the Zoning Classification of the particular property.

3. The Council and Mayor wish to clarify the ambiguity and also provide a methodology which avoids unnecessary expense and delay, but assures full evaluation of the request.

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

SECTION I: 2.28.050 & Ordinance 376 § 5 as last amended by Ordinance 678 § 3, are each amended to read as follows:

The mayor and council may direct either the planning commission or the planning agency to act as the research and fact finding agency of the municipality for such purposes as may be found appropriate. To that end, it may make such surveys, analyses, researches, and reports as are generally authorized or requested by the mayor and council or by the state, with the approval of the mayor and the council. The commission or the planning agency, upon such request or authority may also:

A. Make inquiries, investigations, and surveys concerning the resources of the City and the county;

B. Assemble and analyze the data thus obtained and formulate plans for the conservation of such resources and the systematic utilization and development thereof;

C. Make recommendations from time to time as to the best methods of such conservation, utilization, and development;

D. Cooperate with other commissions or planning agencies and with other public agencies of the municipality, state and United States in such planning, conservation and development;

E. In particular cooperate with and aid the state within its territorial limits in the preparation of the state master plan provided for in RCW 43.21.190 and in advance planning of public works programs; and

F. As to the Planning Commission, in the event that an application involves review and possible amendments to the Comprehensive Plan and the Zoning Code of the City, it shall be the responsibility of the Planning Commission to hold such public hearings as may be required and make recommendations to the Council: PROVIDED THAT, in the discretion of the Commission, it may hold a joint public hearing on the matters, but shall submit separate recommendations, with findings of fact, conclusions of law, and recommendations on each matter.

G. Exercise such other authority as may from time to time be authorized pursuant to the provisions of RCW 35A.14, RCW 35A.63, or any other applicable statute, subject to such limitations as may be subsequently set forth by the mayor and council.

SECTION II: §2.30.130 MMC & Ordinance 576 § 13, as last amended by Ordinance 678 § 7, are each amended to read as follows.

A hearing examiner shall hear and decide matters assigned to the examiner by the council and mayor, including, but not limited to, the following land use matters:

A. Such matters as may be prescribed pursuant to the zoning code, including, but not limited to, rezone applications other than those which are the assigned to the Planning Commission pursuant to Section 2.28.050(f), applications for zoning changes or amendments to the zoning code of general application, and all other matters requiring hearing under the zoning code; variances and conditional uses; provided, that amendments to the comprehensive plan shall be heard initially by the planning commission and then referred to the council and mayor for final review and adoption, amendment, or rejection.

B. Plat vacations or amendments, long plats, long subdivisions and redivisions of land excepting short plats.

C. Such hearings required pursuant to the State Environmental Policy Act (RCW 43.21(c)) as may be required by the official charged with the responsibility for holding such a hearing; provided, that the substantive SEPA decision and the decision on the associated actions shall be made by the designated officials.

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

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

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

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009, by the City Council of the City of McCleary, and signed in approval therewith this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF McCLEARY:

\_\_\_\_\_  
WALLACE BENTLEY, Mayor

ATTEST:

\_\_\_\_\_  
DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

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

STATE OF WASHINGTON     )  
                                      : ss.  
GRAYS HARBOR COUNTY    )

I, DONNIE ROSTEDT, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance Number

**ORDINANCE - 5**  
**4/05/2009**  
DG/1e

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

\_\_\_\_\_ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number \_\_\_\_\_, as it was published, is on file in the appropriate records of the City of McCleary.

\_\_\_\_\_  
DONNIE ROSTEDT

SIGNED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by DONNIE ROSTEDT.

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

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator   
Date: April 6, 2009  
Re: Street Banners Standards and Fee

---

At the last meeting the Council approved standards for street banners. Somewhere in the drafting and development of the proposed specifications, the requirement to provide the banner to the City a few days prior to its installation was inadvertently dropped.

### **Requested Action:**

Approve the amended Street Banner Specifications to include the requirement that "banners shall be provided to the City at least 5 working days prior to the date requested for installation."

# CITY OF McCLEARY

## Street Banner Specifications

Any banner placed upon the City's poles and light standards for display shall relate only to the specific events scheduled to occur within the corporate limits and the area generally surrounding McCleary or Grays Harbor County. The City will install banners in compliance with the following standards:

1. Applicant shall be either a public agency or a non-profit entity
2. Submit application with visual representation of the banner and fee paid 30 days or more prior to the display date for approval by the City Administrator
3. Certificate of Liability Insurance, with the City named as additionally insured, for one-million dollars (\$1,000,000.00)
4. Dimensions :  
Height: 2'-0" (no more, no less)  
Maximum Length: 20'-0
5. Material:  
Heavy Vinyl, 14oz minimum weight or better  
Wind holes or slits required
6. Mounting Hardware supplied by applicant:  
Metal grommets at 24" on center, on both top and bottom of banner  
3" carabineers for each grommet
7. Banners shall be provided to the City at least 5 working days prior to the date requested for installation.
8. Banners will be removed within a few days after the event or 30 days from the installation date, whichever comes first, and returned to the Building Department for the applicant to pick up

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator  
Date: April 6, 2009  
Re: Water/Electric Replacement – City Hall Parking Lot

---

At your last meeting you authorized the staff to proceed with its proposal to replace the 2" water line at the north end of the City Hall parking lot with a 6" line.

The other portion of the project is to install an underground conduit and service in the same trench to enhance the electrical possibilities for both the park and to complete part of the Cutover project to move service from the old substation to the new one.

At that time we were waiting for additional information about the possibilities for electrical service. Light & Power has been working with various providers and has now devised a plan.

It appears that there are some choices within the totality presented; however, at least proceeding with an upgrade to the service will provide a basis for expansion in the future, if you decide not to undertake the entire project at this time.

The proposal is attached to this report. If you decide to move ahead on this plan, it will require us to go out to bid on the parts of the project (work by electricians) that cannot be handled by our linemen.

We will be able to complete the entire project (both water and electric) prior to the Bear Festival. In addition, the trench work can be completed prior to when the parking lot paving job is expected to begin.

### **Requested Action:**

Approve a plan to enhance electrical service to Beerbower Park and City facilities.

# Memo

**To:** Busse  
**From:** Paul  
**CC:** Mayor and Council  
**Date:** 4/2/2009  
**Re:** Park pedestals and new service proposals

---

Busse,

As you requested, this memo should explain the two proposals that we received in regards to the new service and electrical pedestal project in the park...

Home Town Electric Proposal;

This proposal is to provide the material and labor to install a 320 amp meter base and two 200 amp outdoor electrical panels to provide service to the existing park pedestals and the three new proposed pedestals. It will also allow for expansion electrically, for future electrical circuits in the park. (ie. Outlets on the locomotive)

Currently the service that feeds the existing pedestals is at capacity. To add three additional pedestals requires a service upgrade. The general consensus is if we need to upgrade, lets add enough for future expansion. (Outlets in locomotive location). In other words "go big or go home".

CSI Proposal;

This proposal is to provide three temporary pedestals that are UL approved and will allow the City install and plug them in for Bear Festival without a L&I electrical inspection. Then after Bear Festival the pedestals would be removed from the paved area and stored for future festivals.

Currently the City Park has four electric pedestals that allow for 8 vendors to get power from during Bear Fest. A request has been made to provide 3 additional pedestals for more vendors. The location of these three pedestals would be to the west of the primary distribution pole in front of the park restrooms. Due to the location of these pedestals and the larger amount of traffic entering and leaving City Hall we feel that these three pedestals should be temporary of nature to avoid the risk of being hit by traffic during the year. The solution to providing temporary pedestals and avoiding annual inspection fees is to design a UL approved pedestal that can actually be installed and plugged in when needed and unplugged and removed when not needed.

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

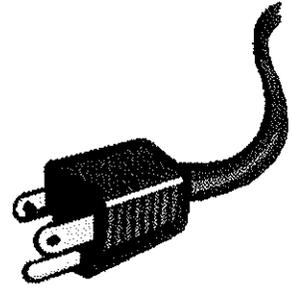
Paul

# PROPOSAL

# HOMETOWN ELECTRIC LLC

Date 3/30/2009

920 N Summit Rd  
 McCleary, WA 98557  
 (360) 495 - 9473



Estimate #  
 805

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
City of McCleary 100 South 3rd St. McCleary, WA 98557	City Park

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Description	Total
Permit, labor & materials for: Part # 1 Install 320 amp, 120/240v 1 phase, underground meter base, on strut rack, between post provided by city. Install 1 - 200 amp, rain tight, feed through circuit break panel w/ 8 circuit spaces. Install 1 - 200 amp, rain tight, 30 circuit main breaker panel. Install 3 - 100amp circuit breakers (to feed part 2 of this proposal). Grounding & bonding, to code. Part # 2 *Install 3 - runs, 100amps ea., in conduit (provided and installed by city), to each of 3 junction boxes, provided by others, terminate. Terminate in equipment, (except incoming feeders provided & installed by city). Request electrical inspection. *Trenching & back fill, by others.	2,675.00T

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. with payment as follows: Due in full upon completion.	<b>Subtotal</b>	\$2,675.00
	<b>Sales Tax (8.3%)</b>	\$222.03
	<b>Total</b>	\$2,897.03

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, air delays beyond our control.

RESPECTFULLY SUBMITTED

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



**Control Systems International, LLC**  
 5024B Lambskin Street SW  
 Tumwater, Washington 98512  
 360.459.5580 Phone / 360.923.0708 Fax  
 E-Mail : controls@quixnet.net

# Quotation

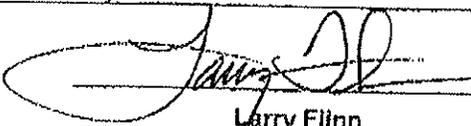
Date	Quote #
3/31/2009	LF-2260

Name / Address

**City of McCleary**  
 100 S. 3rd. St.  
 McCleary, Wa 98557

Project / Job
<b>Temporary Pedestal</b>
Contact Name
<b>Paul</b>

Item	Description	Qty	Cost	Total
	** Watertight (IP67)			
	CSI - Fabrication of Temporary Pedestal	3	1,342.20	4,026.60T
	Each Pedestal to include:			
	3R Enclosure w/Interior panel	1		
	50A 125/250V Receptacle	2		
	GFCI Receptacle	2		
	1P 15A Feed Thru C/B	2		
	2P 50A Feed Thru C/B	2		
	100A 125/250V Male Connector **	1		
	100A 125/250V Receptacle & Backbox **	1		
	5' Portable Cable	5		
	2 X 2 Powder Coated Post	1		
	U/G Pull Box	1		
	ALTERNATE			
	Deduct for Weatherproof \$291.30 EA (This will require two 50A Cord Sets with matching Receptacles)			

Terms	FOB	Subtotal	\$4,026.60
40% Down, Due w/order, Net 15	Olympia, WA	Sales Tax (8.4%)	\$338.23
Quote good 30 Days, Delivery 2-3 weeks ARO.	 Larry Flinn	Total	\$4,364.83

## **STAFF REPORT**

To: City Council  
From: Busse Nutley, City Administrator  
Date: April 6, 2009  
Re: Simpson Sidewalk Project

---

Quite a bit of activity has occurred since your last worksession when you gave staff direction to NOT pursue federal stimulus funding for the sidewalk project. Both WSDOT and COG staff have encouraged the City to take another look at the federal funding. We believe that recalculations and additional information have adequately addressed major concerns. Jon Hinton will provide an update during the worksession, if there is time after the presentation by the Sustainable Salmon Partnership, and/or when this item is considered on the agenda.

### **Requested Action:**

Authorize the Mayor to sign a contract with the Washington State Department of Transportation for ARRA funding for the Simpson Sidewalk project.

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator  
Date: April 6, 2009  
Re: Ambulance Service Contract

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At the March 11 meeting the Council voted unanimously to offer payment to Fire District 5 for ambulance service. The following evening Fire District 12 authorized the exact same offer. The City of Elma tabled the proposal at its meeting until Monday, April 6.

In the meantime, Fire District 5 met (on March 25) and proposed a counteroffer to the three entities. A comparison of the two offers is provided on the attachment to this report.

**Requested Action:**

Respond to Fire District 5's counteroffer for ambulance service.

**Ambulance Service  
Comparison of Offer and Counter-Offer**

<b>“McCleary” Offer 3/11/09</b>	<b>Fire District 5 Counter Offer 03/25/09</b>
<ul style="list-style-type: none"><li>• <b>Term:</b> 4 years, eight months (to December 31, 2013)</li></ul>	<ul style="list-style-type: none"><li>• <b>Term:</b> same</li></ul>
<ul style="list-style-type: none"><li>• <b>Level of Service:</b> At least 1 paramedic and 1 EMT at all times</li></ul>	<ul style="list-style-type: none"><li>• <b>Level of Service:</b> same</li></ul>
<ul style="list-style-type: none"><li>• <b>Compensation:</b> 2009: \$4,824.58 per month; 8 month total is \$38,596.64</li></ul>	<ul style="list-style-type: none"><li>• <b>Compensation:</b> 2009: \$4,982.20 per month; 8 month total is \$39,857.62</li></ul>
<ul style="list-style-type: none"><li>• <b>Future Increases:</b> 2010 – 2013: CPI, no less than 1%, and no more than 4%</li></ul>	<ul style="list-style-type: none"><li>• <b>Future Increases:</b> Beginning in 2010, annual review and recalculation each September, using actual expenditures of previous 12 months</li></ul>
<ul style="list-style-type: none"><li>• <b>Allocation among the three entities</b> is on the same basis as is currently utilized</li></ul>	<ul style="list-style-type: none"><li>• <b>Allocation among three entities:</b> same</li></ul>
<ul style="list-style-type: none"><li>• <b>District financial records available</b> quarterly; District responds to requests for information</li></ul>	<ul style="list-style-type: none"><li>• <b>District financial records availability:</b> same</li></ul>
<ul style="list-style-type: none"><li>• <b>McCleary &amp; Elma Fire respond:</b> none</li></ul>	<ul style="list-style-type: none"><li>• <b>McCleary &amp; Elma Fire</b> alerted and “begin to respond” to assist with ambulance calls</li></ul>
<ul style="list-style-type: none"><li>• <b>Advisory Board:</b> eliminated</li></ul>	<ul style="list-style-type: none"><li>• <b>Advisory Board:</b> same</li></ul>
<ul style="list-style-type: none"><li>• <b>Provision of any equipment</b> or facilities by any of the contracting entities will be paid for through a reduction in its allocation payment</li></ul>	<ul style="list-style-type: none"><li>• <b>Provision of equipment:</b> same</li></ul>
<ul style="list-style-type: none"><li>• <b>Request a response</b> from the District by March 23, 2009</li></ul>	<ul style="list-style-type: none"><li>• <b>Request a response</b> from McCleary, Elma &amp; Fire District 12: none</li></ul>

## INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into upon the dates set out below by and between Grays Harbor Fire District #5, Washington (hereinafter known as the District, or Fire District #5), and Grays Harbor Fire District #12, the City of McCleary, and the City of Elma (hereinafter known as the Entities).

### RECITALS

A. RCW 39.34.080 authorizes public fire districts to enter into contracts with one or more public agencies to perform service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform. PROVIDED, that such contract shall be authorized by the governing body of each party to the contract.

B. The District has submitted a proposal to provide emergency medical services to those within the Entities jurisdictions as part of a settlement agreement executed on January 28, 2008.

C. The Parties wish to memorialize the terms of that Agreement.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by all Parties, it is agreed as follows:

Section 1. Term, Termination, and Renewal.

1.1. This agreement shall commence on the 1<sup>st</sup> day of May, 2009 (the "Commencement Date") and shall expire on December 31, 2013 (the "Initial Term") unless the Parties enter into an extension agreement on or before October 15, 2013 or such other later date as may be agreed to subsequently

in writing by all Parties. The Parties shall commence negotiations as to any extension on or before August 1, 2013.

1.2. The Initial Term is subject to earlier termination in accordance with Paragraph 3 hereof.

Section 2. Duties of Fire District 5. Throughout the Term, the District shall be responsible for the following duties:

2.1 Ambulance and Emergency Medical Services. Fire District 5 shall operate and staff an Advanced Life Support ambulance service. The Ambulance Service shall stock and maintain at least two ambulances in accordance with ALS (Advanced Life Support) standards. The Ambulance Service shall operate with at least one ambulance 24 hours per day, seven days per week. Additional ambulances may be utilized for back-up purposes as needed. The Ambulance Service shall respond to all 911 aid calls occurring within the entities in accordance with Chapter 246-976 WAC with the exception of the calls which are identified as Public Assistance Calls which shall be responded to by the respective Entities within their individual boundaries. The formal written definition of this excluded call for service shall be provided to the Entities by the District.

A. Performance Standards. Fire District 5 shall operate the Ambulance Service in compliance with the requirements set forth in 246-976 WAC for the provision of Ambulance Services. The Ambulance Service shall meet requirements of response time and availability set forth therein.

B. Management. The District's Board of Commissioners shall manage the Ambulance Service.

C. Staffing. Fire District 5 shall staff the Ambulance Service with a minimum of One Paramedic and One Emergency Medical Technician.

D. Response Plan.

1. Fire District 5 will dispatch an appropriately staffed ambulance to all 911 aid calls within the jurisdiction of the entities, and within its capabilities other than any call identified as a Non-Injured Public Assistance call.
2. The Elma and McCleary Fire Departments will be added to the 911 Run Cards for Emergency Medical Calls and will be alerted of Emergency Medical calls occurring in their respective jurisdictions. Further, the Elma and McCleary Fire Departments will revise their response plans to include Emergency Medical calls and begin to respond to assist the Districts' personnel.
3. Fire District 5 shall provide emergency medical and transport services as necessary to all ALS and BLS patients originating within the City.
4. Fire District 5 shall maintain response times, service levels, and availability consistent with, and not less than, the minimum requirements set forth in Chapter 246-976 WAC.

E. Rehabilitation and Standby. Fire District 5 shall provide rehabilitation and standby services to the Fire Departments of the Entities for major fire incidents as available and as requested. This function shall be ideally performed by off-duty Fire District 5 EMS personnel to protect the availability of the on-duty unit.

F. Service Limitation. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons. The District makes no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency. The duty of the

District to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the District does not incur a special duty to the Entities, their residents or visitors. The above services shall be rendered on the same basis as such services are provided to areas within the District, but the District assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous calls within whereby facilities of the District are taxed beyond its ability to render equal services, the officers and agents of the District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

## 2.2 Notice of Proposed Rate Changes.

A. In the event the District undertakes consideration of an action which would result in a change in the fees and costs charged to the individual user of its service, whether related to the response itself, a mileage charge, or supplies provided in the course of a response, it shall provide the Entities with written notice of the proposed changes no less than twenty-one days prior to the date at which the District's Commission will consider adoption of any such proposed change.

B. The District's Commission will take into consideration in good faith any concerns or recommendations the Entities may have in reference to said changes. Any rates established shall not distinguish between service within the boundaries of the Entities limits and service within the boundaries of the Fire District.

2.3 **Provision of Information.** In recognition of the importance of the contracting entities' understanding of the District's fiscal operations, the District agrees to make its budgetary records and information available to representatives of the contracting entities upon request of the entities, but in any event no more than quarterly. In furtherance of that, the Districts' Chief Financial Officer shall cooperate fully

in responding to any requests for information, as well as to meeting with the contracting parties' representatives during the course of the review of the District's fiscal operations.

3. Termination for cause. This agreement may be terminated prior to the expiration date of the Term specified in Paragraph 1 for cause. This shall apply in the event that a party contends the other party has failed to comply with a duty created by this agreement. In that event, the party shall give the other party written notice specifying in reasonable detail the duty breached. In the event the recipient party does not take reasonable steps to correct the failure within fourteen days of receipt of the notice, then the other party may give written notice of its decision to terminate the agreement 90 days following the date of the giving of the notice.

4. Compensation: For provision of the services to be provided by the District pursuant to this Agreement, the Entities shall pay the District the sum of \$155,693.84 in equal monthly installments beginning in May 2009. The allocation of that sum among the Entities shall be as agreed upon by the Entities. The first installment to be paid by the Cities shall be paid on or before May 15, 2009, with subsequent payments to be paid on or before the 15<sup>th</sup> day of each month thereafter. In recognition of the payment protocols in effect for Fire District #12, its payment for May shall be made on or before June 5th in light of the pattern the County Treasurer issues warrants for such payments upon behalf of Fire Districts with each payment thereafter during the term of this contract to be made in the same manner and time frame.

In the remaining years of the contract term, the annual amount to be paid by the three contracting entities shall be recalculated using the actual expenditures as audited by representatives of all entities using a full twelve months ending in August. Beginning on the September 2009 review, the representatives will assess the need for major equipment

replacement and will recommend amendments to the payment schedule to their governing bodies for such purchases.

5. Notices:

5.1 Any and all notices or communications required or permitted to be given under any of the provisions of the Agreement shall be in writing and shall be deemed to have been given upon receipt when personally delivered or two (2) days after deposit in the United States mail if sent by first class, certified mail, return receipt requested. All notices shall be addressed and delivered to the parties at the addresses set forth below or at such other address as a party may specify by written notice to the other party. Further, as to any notice not personally delivered, it shall be mailed with one copy being sent by first class mail, postage prepaid, and the other by certified mail, return receipt requested.

5.2. Any notice to be given to either of the Cities shall be given in writing to the Clerk-treasurer of the City by leaving that notice at the Office of the Clerk-treasurer during normal business hours or mailing it as set forth above to the attention of the Clerk-treasurer of the City as follows:

Elma: PO Box E, Elma, WA 98541.

McCleary: 100 South Third Street, McCleary, WA 98557. As to Fire District #12, notices shall be given in writing by delivering the notice to the individual serving as Chair of its Board or by mailing it as set forth above to the District at the following address:

P.O. Box 3338 McCleary, WA 98557.

5.3. Any notice to be given to the District shall be given in writing to the District by leaving the notice with individual in charge of the emergency medical services division of the District or by mailing it to the Grays Harbor Fire District #5, PO Box 717, Elma, Washington 98541.

6. Entire Agreement/Modification. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the parties hereto after approval by their respective governing bodies. Such amendments may be for the purposes of, among other things, adding or deleting parties to this Agreement.

7. Assignment. No party to this Agreement may assign its rights or obligations hereunder. This Agreement shall not affect any future Mergers, Annexations or Regional Fire Authority formations.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.

9. Filing Requirements. Upon execution of the Agreement, the parties shall file a true and complete copy thereof in compliance with the provisions of Chapter 39.34 RCW.

10. Authorization. Each Party does hereby represent and warrant to the others that it is duly authorized to enter into and to carry out the Terms of this Agreement.

11. Indemnification & Insurance:

11.1 Any and all claims, suits, or judgments for liability which hereafter arise on the part of any and all persons as a direct or indirect result of the acts or omissions of the District (including its officers, employees, and agents) in carrying out its duties under this Contract shall be the sole obligation of the District. The District shall defend, indemnify, and hold harmless the Entities, (including their officials, officers, employees, and agents)

in full, including costs, expenses, and attorneys' fees, for any and all acts or failures to act on the part of the District, its officers, agents, and employees.

11.2 The District shall purchase and maintain such insurance as will protect against claims, damages, losses and expenses arising out of, or resulting from, all activities relating to this Contract. Such insurance coverage shall name the Entities as an additional named insured and shall be for a minimum of the following amounts:

- A. Bodily Injury liability - 2,000,000
- B. Property Damage liability - \$1,000,000

The limits set out above shall be per incident limits and not aggregate limits. Certificates of Insurance in accordance with this paragraph shall be filed with the Clerk-treasurer of each of the Cities and with the Chair of the Commission of Fire District #12 within thirty calendar days of the effective date of this Contract. Such policies shall provide that the Entities shall receive notification from the insurer no less than ninety calendar days prior to any cancellation, expiration, or termination of the policy.

## 12. Other Provisions:

**12.1 Severability:** Each provision of this Contract stands independent of all other provisions. If any provision of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any provision be adjudged invalid, that judgment shall not invalidate the total Contract; only provisions judged invalid shall not be enforced.

## 12.2. Dispute Resolution & Enforcement:

A. In the event of any dispute arising out of this Agreement, the Parties agree they shall attempt to resolve the dispute by informal discussions. In the event that such efforts are not successful, they may submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association: PROVIDED, that, in the event either party objects to the submission of the matter to arbitration within 30 days after demand for arbitration has been filed with an appropriate agency, then the procedure shall be terminated and the matter shall be processed as the Parties deem appropriate through the Courts of the State of Washington.

B. In the event of resolution of a covered dispute by either arbitration or litigation, in addition to any other relief granted to the substantially prevailing party, if any, the arbitrator or court shall award that party reasonable attorneys' fees and costs incurred in prosecuting or defending the matter, as the case may be.

C. Any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provisions hereto shall be instituted only in the Courts of competent jurisdiction within Grays Harbor County, Washington.

**12.3. Interpretation:** Each party has had the opportunity to have this Agreement reviewed by Counsel of its choice prior to execution. Therefore, the rule of interpretation against the drafter shall not apply.

**12.4. Taxes:** As an independent contractor and governmental entity, the District is solely responsible for the payment of all payroll taxes (including but not limited to FICA, FUTA, federal income tax withholding, workers' compensation, and state unemployment compensation) on behalf of all persons providing services pursuant to this Contract. Further, the District shall maintain any and all business and other required licenses. The Entities reserve the right to require annual certification by the District of its compliance with the terms of this paragraph and, at its own expense, to

have the compliance confirmed by a Certified Public Accountant or such other qualified financial professional as it may deem appropriate.

**12.5 Provision of Equipment or Facilities:** In the event one of the three recipient contracting parties provides facilities or equipment to the District for use in the District's operations required under the terms of this contract, prior to such utilization, an amount shall be agreed upon in writing between the District and the providing entity. That amount shall be credited against the monetary amount which the providing entity would otherwise be required to pay under the terms of this Contract.

EXECUTED by the District this \_\_\_\_\_ day of April, 2009.

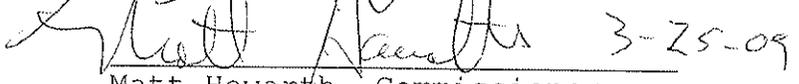
GRAYS HARBOR COUNTY FIRE  
PROTECTION DISTRICT NO. 5



Eric Patton, Chairman



Jerry Bailey, Commissioner



Matt Howarth, Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
BRIAN SNURE, COUNSEL FOR THE DISTRICT

EXECUTED by the City at the CITY OF ELMA this \_\_\_\_\_  
day of April, 2009.

CITY OF ELMA:

\_\_\_\_\_

DAVID OSGOOD, Mayor

ATTEST:

\_\_\_\_\_  
DIANA EASTON, Clerk-treasurer

EXECUTED by the City at the CITY OF MCCLEARY this  
\_\_\_\_\_ day of April, 2009.

CITY OF MCCLEARY:

\_\_\_\_\_  
WALLACE BENTLEY, Mayor

ATTEST:

\_\_\_\_\_  
DONNIE ROSTED, Clerk-treasurer

EXECUTED by GRAYS HARBOR FIRE DISTRICT #12 this \_\_\_\_\_ day of  
April, 2009.

GRAYS HARBOR FIRE DISTRICT 12:

\_\_\_\_\_  
JERRY BANKS, CHAIR

ATTEST:

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Secretary to the Board

APPROVED AS TO FORM:

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DANIEL O. GLENN, Counsel for the Entities

### Fire District 5 Ambulance Cost Analysis and Proposed Availability Cost Allocation to Contract Entities

Spreadsheet prepared by the Negotiating representatives of the cities of Elma and McCleary, and Fire District 12

NAME	BASE WAGES / MONTH	Longevity	Education Incentive	Overtime 2008	Other Pay 2008	GROSS WAGES 2008	DEFERRED COMP		MEDICARE		WORKERS COMP		UNEMPLOYMENT	RETIREMENT	MEDICAL/DENTAL/VISION		TOTAL BENEFITS	TOTAL WAGES & BENEFITS
							Rate	Year	Rate	Year	Rate	Year			Rate	Year		
Employee 1 (Capt)	\$5,488.00	1.00	1.000	\$16,284.01	\$0.00	\$21,550.01	0.062	\$5,093.30	0.0145	\$1,191.18	\$1,956.81	\$193.80	0.0540	\$4,426.10	\$1,468.59	\$17,623.08	\$30,134.27	\$112,284.28
Employee 2	\$4,487.00	1.01	1.000	\$13,800.00	\$6,975.00	\$27,150.00	0.062	\$4,987.28	0.0145	\$1,091.54	\$1,956.00	\$193.80	0.0540	\$4,065.05	\$1,468.59	\$17,623.08	\$29,236.74	\$104,517.38
Employee 3	\$4,733.00	1.01	1.010	\$5,581.10	\$6,058.99	\$16,373.09	0.062	\$4,309.32	0.0145	\$1,007.83	\$1,453.91	\$193.80	0.0540	\$3,753.31	\$1,080.24	\$12,962.88	\$23,681.08	\$93,186.77
Employee 4 (Capt)	\$5,488.00	1.01	1.000	\$30,457.88	\$12,059.47	\$19,009.81	0.062	\$5,739.92	0.0145	\$1,580.95	\$1,870.39	\$193.80	0.0540	\$5,887.87	\$851.84	\$10,222.08	\$26,514.80	\$135,545.71
Employee 5	\$4,733.00	1.01	1.000	\$7,657.74	\$7,953.76	\$12,975.46	0.062	\$4,688.70	0.0145	\$1,058.14	\$1,486.18	\$193.80	0.0540	\$4,062.84	\$1,173.57	\$11,962.84	\$25,286.12	\$98,281.58
Employee 6 (Capt)	\$5,488.00	1.01	1.025	\$5,284.00	\$2,182.75	\$10,524.17	0.062	\$4,688.70	0.0145	\$1,058.14	\$1,334.07	\$193.80	0.0540	\$4,083.71	\$1,080.24	\$12,962.88	\$24,359.70	\$99,983.88
Chief (50%)	\$3,289.50	1.02	1.000	\$0.00	\$0.00	\$3,289.50	0.062	\$2,593.92	0.0145	\$985.80	\$528.20	\$193.80	0.0540	\$2,180.84	\$1,468.59	\$14,796.20	\$14,796.20	\$55,182.08
<b>TOTAL FULL TIME</b>	<b>\$31,735.50</b>			<b>\$79,034.73</b>	<b>\$35,175.97</b>	<b>\$24,950.76</b>		<b>\$32,846.98</b>		<b>\$7,611.79</b>	<b>\$9,659.86</b>	<b>\$1,398.50</b>		<b>\$22,347.24</b>		<b>\$94,210.91</b>	<b>\$174,010.91</b>	<b>\$659,961.88</b>
<b>Part-time Paramedics</b>																		
PTPM 1	Rate					\$528.75												
PTPM 2	17.32hr					\$4,716.45												
PTPM 4	17.32hr					\$4,716.45												
<b>TOTAL PART TIME</b>						<b>\$9,432.90</b>												
<b>Volunteers (9)</b>																		
Volunteer 1	12.41hr					\$1,093.15												
Volunteer 2	10-15call					\$1,094.19												
Volunteer 3	12.41hr					\$4,419.17												
Volunteer 4	10-15call					\$1,184.03												
Volunteer 5	12.41hr					\$1,398.70												
Volunteer 6	12.41hr					\$1,485.67												
Volunteer 7	10-15call					\$434.07												
Volunteer 8	10-15call					\$335.77												
Volunteer 9	10-15call					\$1,898.10												
<b>TOTAL VOLUNTEER</b>						<b>\$13,807.85</b>												

⊕ Annual work hours = 2,912 (not 2,080)

⊕ Other pay meeting & classes @ 8-hour rate out-of-class pay call backs mandatory overtime

⊕ Source: FD 5 "Dual Paramedics - Shared Availability Cost" 02/03/09

Information in the blue box was supplied by Fire District 5. All data represents 100% of identified cost, except for the Chief. This is at 50%, proposed by the District.

The District's employees are firefighter/paramedics. Ambulance service requires paramedic training only. King County and Moses Lake use both dual-trained and paramedics. The difference in pay between paramedic and firefighter/paramedic is 80%. District 5 receives calls for both fire and ambulance, with 87.75% of all calls being for ambulance, according to the 02/02/09 Dual Paramedics - Shared Availability sheet supplied by District 5.

The 85% used in the yellow box is a compromise between the 80% and the 87.75% figures.  
 Total Ambulance Salaries is the total of the 7 employees, the 2 part-time paramedics and the 9 volunteers.  
 5% of Total Expenditures was added to provide funds for unanticipated expense and, if none, then for building a reserve for equipment in the future.  
 Patient revenue is the amount received from billing patients for the service provided.  
 The Shared Availability Cost is the cost of ambulance service not covered by patients. This is the cost that is shared among all four entities provided with emergency medical service by Fire District 5.  
 Finally, the Shared Availability Cost is divided among the participants in two ways. Fire District 5's share is based upon the "Dual Paramedics - Shared Availability Cost" sheet distributed on 02/03/09. The remaining cost is split among the other three entities in the same proportion as they agreed among themselves for 2008.

The green box contains information from Fire District 5 and consists of all specific costs, except for salaries and benefits.

The brown box contains the 2008 and 2009 (to date) monthly contributions provided by the 3 entities that contract for ambulance service. The percentage of the each entity currently pays to District 5 is also shown.

The purple box shows the final calculations.

The proposed Availability Costs are based on actual Fire District 5 data, 85% ambulance ratio of work, and 5% unanticipated expense.  
 This cost for the 3 contracting entities is 124% of the 2008 contract amount.  
 Fire District 5 proposed a 122% increase for these entities in early 2009 that was not accepted at that time.

Total Ambulance Salaries	\$634,334.10
Total Ambulance Other Expenses	\$165,370.00
<b>TOTAL EXPENDITURES</b>	<b>\$799,704.10</b>
5% Unanticipated Expense/Capital Reserve	\$39,985.21
Less Patient Revenue @ (\$450,000.00)	
<b>SHARED AVAILABILITY COST (ANNUAL)</b>	<b>\$389,699.31</b>

2009 OTHER EXPENSES	Budget
Uniforms	\$5,500.00
Office Supplies	\$3,000.00
Ritidical Supplies	\$21,600.00
Fuel	\$28,000.00
Professional Services/Billing	\$10,000.00
Communications	\$500.00
Materials	\$1,000.00
Travel	\$2,500.00
Training	\$7,500.00
Insurance	\$12,900.00
Rent	\$7,000.00
Utility Services	\$8,000.00
Building Maintenance	\$3,000.00
Vehicle Maintenance	\$20,000.00
Dispatch	\$5,000.00
<b>TOTAL</b>	<b>\$182,820.00</b>

ALLOCATION - USING HISTORIC PERCENTAGE			
FD 5 @	2008	2009	87.75% Share (Annual)
FD 12	\$2,000.45	\$2,300.52	\$3,527.99
McCleary	\$3,793.45	\$4,982.47	\$5,798.44
Elma	\$9,024.27	\$10,377.91	\$14,228.37
<b>TOTAL</b>	<b>\$14,818.17</b>	<b>\$17,660.90</b>	<b>\$23,554.80</b>
<b>TOTAL ALL</b>			<b>\$32,474.11</b>

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator   
Date: April 6, 2009  
Re: Bid Award – Fencing for Beerbower Park

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One of the many improvements that will be made to the athletic fields at Beerbower Park is new portable fencing for the ballfield.

Two bidders responded:

Signature Fencing		\$ 8,995.00
	Tax	<u>\$ 738.29</u>
	TOTAL	\$ 9,733.29
Highland Products Group		\$10,433.31
	Tax	<u>\$ 865.96</u>
	TOTAL	\$11,299.27

### **Requested Action:**

Award the bid for portable fencing to Signature Fencing in the amount of \$9,733.29, including Washington State Sales Tax.

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator   
Date: April 6, 2009  
Re: Bid Award – Beerbower Park Survey

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One of the first steps the City needs to do for the refurbishment of the athletic fields at Beerbower Park is to undertake a topographical survey for the placement of the new ballfield fencing.

Ordinarily, surveying has been considered a professional service, but upon advice of the Municipal Research Services Center, we have put this particular survey out for competitive bid.

We received bids as follows:

Andresen Surveying	\$2,300.00
Lenherr Surveying	\$2,360.00
Bluhn & Associates	\$3,410.00

There is no sales tax for this service.

### **Requested Action:**

Award the bid to Andresen Surveying for the topographic survey of Beerbower Park in the amount of \$2,300.00.

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator   
Date: April 6, 2009  
Re: Bid Award – Poles for L & P

---

Light & Power continues to install new poles as it maintains our system. Every year we replenish our supply.

Two of the three suppliers declined to bid:

Stella Jones	30 – 35' poles	\$12,150.00
	30 – 45' poles	\$18,030.00
	Sales tax	<u>\$ 4,504.94</u>
	TOTAL	\$32,684.94

Oeser No bid

Cascade McFarland No bid

### **Requested Action:**

Award the bid for 60 poles, half 30-foot and half 45-foot, to Stella Jones for \$32,684.94, including Washington State Sales Tax.

## STAFF REPORT

To: City Council

From: Busse Nutley, City Administrator 

Date: April 6, 2009

Re: Interlocal Agreement – WA Coast Sustainable Salmon Partnership

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Nancy Allison, from the Washington Coast Sustainable Salmon Partnership, will be presenting information about the agency and its work at the Council worksession at 6:30. Mayor Pro-Tem Vessey heard her presentation at the Council of Governments and is interested in having the City join in the no-cost-to-us alliance for salmon recovery and habitat restoration.

### **Requested Action:**

Authorize the Mayor to sign the interlocal agreement for the Washington Coast Sustainable Salmon Partnership.

# WASHINGTON COAST SUSTAINABLE SALMON PARTNERSHIP **INTERLOCAL AGREEMENT**

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THIS INTERLOCAL AGREEMENT (“Agreement”) is executed by and between the Lead Entity Groups (LEGs) of the Washington Coast Region (“Region”) for the purposes of facilitating collaborative decision making in support of salmonid restoration and sustainability within Water Resource Inventory Areas (WRIAs) 20 to 24. The LEGs of the Washington Coast Region are the North Pacific Lead Entity Group (WRIA 20), Quinault Indian Nation (WRIA 21), Grays Harbor County (WRIAs 22/23) and Pacific County (WRIA 24).

**WHEREAS**, this Agreement is authorized pursuant to RCW 77.85.090 regarding Salmon Recovery and RCW 39.34 regarding Interlocal Agreements; and

**WHEREAS**, the State of Washington and the LEGs (including local governments, tribes, and other stakeholders within the Region) have common goals of supporting healthy, harvestable salmon and steelhead populations; and

**WHEREAS**, the Salmon Recovery Funding Board (SRFB) provided funding through the Interagency Committee for Outdoor Recreation (currently known as the Recreation and Conservation Office) for the LEGs to commence the assessment and articulation of options for creating the structure and function of a governing unit for salmon sustainability within the Region; and

**WHEREAS**, representatives of the LEGs formed a planning group that met in a series of facilitated meetings over a six-month period to consider the opportunities, pros and cons, and benefits and risks for regional collaboration on common issues including, but not limited to salmonid recovery and habitat restoration; and

**WHEREAS**, the Planning Group agreed that a region-wide organization should be formed, and in September 2007 the LEGs formally requested recognition of the Washington Coast Sustainable Salmon Partnership (WCSSP) as a regional salmon recovery organization by the Governor’s Salmon Recovery Office (GSRO); and

**WHEREAS**, in September 2007 the GSRO approved this request; and

**WHEREAS**, the SRFB provided funding in January 2008 through Salmon Project Agreement #08-1003N, administered by the Recreation and Conservation Office to fund the initial stages of the WCSSP.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants recited herein, the parties agree and resolve as follows:

## **1.0 PARTIES**

The parties to this Agreement shall be the participating Counties, Cities, Tribes, and Ports within the Washington Coast Region.

## **2.0 PURPOSE**

This Agreement designates a governing unit and contracting/fiscal agency for the purpose of regional collaboration on common issues including salmonid recovery and habitat restoration.

## **3.0 GOALS**

The parties shall work cooperatively to define and establish a governing unit, for the Washington Coast Sustainable Salmon Partnership (WCSSP). Roles and responsibilities of the governing unit will be defined in the bylaws. The WCSSP, serving in an advisory and informational capacity, shall coordinate efforts focusing on:

- a) Development and implementation of a regional plan for restoring and protecting salmonid stocks and populations' habitat and other limiting factors, in an effort to preclude further ESA listings.
- b) Support for implementation of recovery plan(s) for ESA-listed salmonid species within the Region.
- c) Coordination of Lead Entity habitat priorities, project lists, and schedules.
- d) Effective regional approaches to monitor and report activities related to restoration and recovery projects.
- e) Facilitate effective communication with LEGs and partners on methods and technology learned.

## **4.0 FUNCTIONS**

**4.1** Pursuant to the framework laid out in the "Final Report on the Consideration of Forming a Regional Governance Unit for Salmon Sustainability," functions of the WCSSP include, but are not limited to:

- a) Promotion of sustainability in an effort to preclude new ESA salmonid listings.
- b) Coordination and collaboration with all LEGs within the Region.
- c) Development of a holistic view of the Region, e.g., watershed planning, salmonid recovery, economic development.
- d) Continued participation in the Council of Regions (ad hoc committee comprised of the Regional Directors from the Washington State regional salmon recovery boards and staff from the Governor's Salmon Recovery Office and the Recreation and Conservation Office as appropriate).
- e) Involvement in regional policies related to restoring and protecting salmonid habitat.
- f) Awareness/monitoring of federal, state, or tribal salmonid recovery activities affecting the Region.
- g) Development of regional communication, outreach, and education.
- h) Promotion of the purpose of the WCSSP governing unit.

**4.2** Funding functions of the WCSSP include:

- a) Allocate SRFB funding within the Region.
- b) Advocate that unused SRFB funds stay within the Region.
- c) Identify and obtain additional funding options for Regional activities.

**4.3** Additional duties of WCSSP and its staff shall be enumerated in by-laws adopted by WCSSP.

**5.0 MEMBERSHIP OF THE WCSSP**

**5.1** WCSSP membership includes the combined membership of each LEG described in the opening paragraph of this Agreement.

**5.2** Each Lead Entity shall consider representation within its respective membership—"caucus"—from a variety of interests (e.g., citizens, stakeholder interests, city and county representatives, tribal representatives, port authorities). Each Lead Entity caucus will have one vote on issues before the WCSSP governing unit.

**5.3** Lead Entities will provide representation to the governing unit to conduct the business of the WCSSP. Representation on the governing unit at WCSSP meetings and committees may include more than one person per Lead Entity. However, each Lead Entity will have one vote.

**5.4** The governing unit will form technical, citizen, and other advisory committees as needed, to formulate options for consideration by the WCSSP and reference to various government agencies.

**5.5** Any local, tribal, port or other governmental entity authorized in the Preamble, that lies within the external boundaries of the four above-named LEGs, and which was not an original signatory to this Agreement, may participate at a later date by signing an Addendum to this Agreement pursuant to Paragraph 12.0.

## **6.0 ORGANIZATIONAL STRUCTURE**

**6.1** The WCSSP will be a “Federation with Strong Lead Entities.” The LEGs remain distinct and prioritize projects within their own Lead Entity Groups. They also maintain relationships with project sponsors. The WCSSP will perform the functions listed in Section 4.0 above.

**6.2** The business of the WCSSP will be conducted by a governing unit to be defined and established consistent with Sections 3.0 and 5.0 above upon completion and execution of this Agreement.

## **7.0 WCSSP MEETINGS**

The WCSSP governing unit will meet monthly as defined in the bylaws to address common issues amongst the LEGs including, but not limited to, salmonid recovery and habitat restoration. The meetings will also address the development and implementation of a regional plan and allocation of funding available to the Region through the activities of the WCSSP. Following each meeting, WCSSP staff will timely prepare and disburse meeting summary notes to the four LECs, the WCSSP governing unit, and the WCSSP membership.

## **8.0 CONTRACTING/FISCAL AGENCY**

**8.1** For the purposes of this Agreement, Grays Harbor County shall be designated as Contracting/Fiscal Agency (“fiscal agent”) for WCSSP. In collaboration with WCSSP staff, the fiscal agent shall be responsible for and authorized to perform the following tasks:

- a) Negotiate and execute agreements with the Recreation and Conservation Office (RCO).
- b) Receive and disburse funds from RCO and other funding sources.
- c) Solicit Statements of Qualifications, requests for proposals or invitations for bids, negotiate scope of work, and execute contracts

to perform the work for projects performed by or on behalf of the parties pursuant to this Agreement.

- d) Prepare and maintain proper records for accounting and administration of grant monies received for operations of the WCSSP.
- e) Report regularly to the WCSSP governing unit and WCSSP Executive Director and provide them with a full accounting on the receipt and expenditure of funds that may be provided pursuant to this Agreement.

**8.2** The fiscal agent shall refrain from obligating any parties to financial responsibility in performing its tasks under this Agreement without approval of the respective governmental entities.

**8.3** The fiscal agent may be changed or terminated in accordance with procedures set forth in the WCSSP by-laws.

## **9.0 STAFFING**

Regional staffing will be necessary to accomplish the functions of the WCSSP. At the time of execution of this Agreement, a full-time Executive Director has been contracted through the fiscal agent and funding exists for Administrative and Technical Assistance. Funding is also available for Lead Entity Coordinators for their time and travel, and other governing unit members, for their travel, when in performance of the Regional activities of the WCSSP.

## **10.0 FUNDING**

The activities of the WCSSP as described herein, and as may be further defined by the parties to achieve the stated goals, may be funded by the following sources:

- a) Grant funds from the Salmon Recovery Funding Board
- b) Other public and private fund sources as authorized by the WCSSP governing unit and the fiscal agent.

Funding or services from the WCSSP membership may be requested for matching or providing local shares for other funding sources that may become available. Any funds or services shall be shared by all parties and will be agreed upon in writing in advance.

## **11.0 DURATION**

This Agreement shall continue until terminated by the signatory parties as provided in section 13.0.

## **12.0 MODIFICATION**

This Agreement may be modified or amended only by written consent of all signatory parties.

## **13.0 TERMINATION**

**13.1** An individual party may withdraw from this Agreement upon thirty days' written notice to the WCSSP governing unit, Executive Director, and fiscal agent. This Agreement will remain in effect so long as representatives of two or more LEGs remain signatories to this Agreement.

**13.2** This Agreement may be terminated only by written consent of all signatories to this Agreement.

## **14.0 EFFECTIVE DATE**

This Agreement shall become effective when approved and adopted by all parties.

## **15.0 COPIES OF DOCUMENT**

Upon completion of signatures, each signatory party will receive a copy, which shall have the same force and effect as the original.

## **16.0 NON-BINDING AGREEMENT**

The process described in this Agreement is intended to result in regional collaboration on common issues including, but not limited to, salmonid recovery and habitat restoration within the Region. The parties agree that participation in the WCSSP shall not bind any member's independent decision-making authority. This Agreement does not declare, expand or diminish any rights, authorities, or legal obligations between the Parties. Nothing in this Agreement shall be construed as a concession or waiver by either Party as to the other's claims, rights, or legal position.

**IN WITNESS WHEREOF, the following entities are participants in the Washington Coast Sustainable Salmon Partnership and have executed this Agreement:**