



# McCleary City Council

## PROPOSED AGENDA

May 28, 2008

**6:30 Worksession**

**7:00 Council Meeting**

Flag Salute

Roll Call

Minutes (Tab A)

Public Comment

Mayor's Report

Staff Reports:

Busse Nutley, City Administrator (Tab B)

Dan Glenn, City Attorney (Tab C)

April Financial Report (Tab D)

Old Business:

New Business:

Engineering Contract – Addendum #2 (Tab E)

Engineering Contract – Addendum #3 (Tab F)

Increase Legal Retainer Fee (Tab G)

Brad Peckham, Acting Chief of Fire District 5, has been invited to report about the future of ambulance service

Ordinances:

Resolutions:

Mutual Aid Agreement with GHC Sheriff (Tab H)

Vouchers

Mayor/Council Comment

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

May 14, 2008  
Regular Council Meeting

The meeting was called to order at 7:00 PM with the Flag Salute.

Roll Call: Mayor Pro Tem Vessey

Council Members: Vatne, Lake, Boling and Hays

Staff Present: Attorney Glenn, City Administrator Nutley, Police Chief Crumb, Clerk-Treasurer Rostedt, Deputy Clerk Rush, Facilities Manager Baun, Water/Wastewater Manager Merryman

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

It was moved by Councilman Boling, seconded by Councilman Hays, to confirm the Mayor's appointment of Councilman Vatne as alternate member of the new Finance Committee. Carried.

Administrator Nutley displayed for the Council plaques of appreciation for Engineer Cole Elliott and Parametrix that Deputy Clerk Rush had had prepared.

After a brief discussion of what the Council had decided at the last regular meeting, Administrator Nutley will have the necessary signs for the Park ordered.

Manager Baun will be applying again for the SRF Board grant to be used for the Sam's Canal salmon recovery. It was moved by Councilman Boling, seconded by Councilman Vatne, to authorize the Mayor to sign the pre-application forms for the grant. Carried.

Resolution No. 562, entitled A RESOLUTION PROCLAIMING THE CITY OF McCLEARY AN OFFICIAL 'RELAY FOR LIFE CITY' was introduced. It was moved by Councilman Vatne, seconded by Councilman Hays, to adopt the resolution. Carried.

Resolution No. 563, entitled a RESOLUTION RELATING TO COMMITTEES; DEFINING CERTAIN AUTHORITY; AND CONFIRMING ACTIONS PREVIOUSLY TAKEN was introduced. It was moved by Councilman Vatne, seconded by Councilman Lake, to adopt the resolution with addition of \$5,000.00 in the blank on the final page of the resolution. Carried.

It was moved by Councilwoman Lake, seconded by Councilman Vatne, to table until the next meeting the issue of support for a county-wide resolution adopting an increase in the sales tax to be used for county disaster relief. Carried.

It was moved by Councilman Boling, seconded by Councilman Vatne, to approve the vouchers as audited. Carried.

Mayor Pro Tem Vessey said that he would like the City to start work on our own "local" disaster plan.

Phil Papac, Montesano, introduced himself as a candidate for the East County Commissioner position.

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: May 23, 2008  
Re: Current Non-Agenda Activity

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### **Wildcat Creek Aquifer**

Work continues on the development regulations for both the City and County. At the last Council worksession, Jim Arthur indicated he would be presenting a document at this meeting for the Council to approve to be circulated as a draft for the state's required 60-day period. Because the County has changed its schedule, the draft will now not be ready until June.

### **Finance Committee**

The second meeting of the Finance Committee is scheduled for Tuesday, May 27. The members will review the city's Annual Report that is due before the end of this month.

### **Electrical Engineering RFP**

We received only one response to our RFP for electrical engineering. It was from Elcon Associates, Inc., and they currently provide this service to us – on an assignment from the previous firm. This process of Request for Proposals allows us to negotiate a direct contract with Elcon. Although we would have been happy to look at other firms, we are not at all dissatisfied with this outcome.

### **Downtown Cleanup and Park Development**

The hanging flower baskets are scheduled to be installed during the coming week, and may be up by the Council meeting. Sneak peaks by the staff have informed us that the baskets are nicely "full", so we are hoping for a dramatic effect on our two main streets.

Thanks to the staff who have really worked hard to pull this effort together, especially John Allardin and Paul Nott.

### **Comprehensive Parks and Recreation Plan**

The Planning Commission held a public hearing on the update of the Plan on Tuesday, May 20. No one came to the hearing and the Commission recommended its adoption with a couple of technical amendments. A public hearing before the Council will be scheduled for one of the meetings in June. To meet requirements of the state, the Plan must be adopted prior to August 1.

### **Clerk-Treasurer Office Remodel**

This year's budget provided for a change in the front office. Ardyce has trouble hearing the goings-on in the main office area, so the wall is being removed to make one large space. To save a lot of money, the lower part of the wall is being preserved, as electricity is supplied through conduit in the concrete floors. We decided to "leave well enough alone." The old paneling on both the south and east walls will be removed and the area will be textured and painted.

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: May 22, 2008  
RE: LEGAL ACTIVITIES as of MAY 28, 2008.

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

1. REGIONAL FIRE PROTECTION AUTHORITY: From comments made at a recent Montesano Council meeting, there appear to be significant discussions about to commence in relation to consideration of an entity which would be created under the authority of RCW 52.26. The indication was a meeting was going to be held later this month. I believe Mayor Bentley has indicated the City has received an invitation to attend.

The statutory provisions in relation to the entity are extremely interesting. Both its creation and the proposed governing format must be approved by a vote of the electorate within the various entities who are members. However, the planning committee, the creation of which appears to be the likely subject of the discussion and which would have the duty of creating the proposal which would be submitted to the voters, may be created by action of the councils or boards of the prospective entities.

In reviewing the material, one point of interest in relation to this entity, a point which is specifically noted in the letter extending the invitation, is that it has its own taxing authority, unlike the normal entity created by an interlocal agreement. Further, it has the authority to impose "benefit charges". Impliedly, one of the attractions to an entity which funds its fire and ems services from its general budget would be that those moneys would be freed up since the entity would impose its own funding.

Since this is a relatively new type of entity, there is not a lot of experience with it up to this point. I will check to see if MRSC has any type of written material on the creature for your use. It would seem appropriate for Chief Pittman to seek such written information from the associations to which he belongs as they may have.

For your easy reference, I am going to set out several of the fundamental sections of the chapter at the end of this report. As you will likely note, that which is set forth may be more than you want at this stage of the process, but it is my opinion they are fundamental to understanding both the organizational and operational process. Also, it appears to be a process which will take an extended period of time to implement.

2. **RETAINER ADJUSTMENT:** I have what is admittedly a selfish request. Last month Judy Shave, who takes care of our billings and the like, informed me that McCleary was the only city which did not adjust its retainer as of the beginning of the year. As you may remember from prior discussions, in what is likely a sign of a bad business person, I do not pay much attention to matters. However, when she brought it up to me in the course of a discussion, I thought I would check. I checked with Donnie and she confirmed the absence of an adjustment.

As you know, historically the retainer is adjusted by the same percentage that the salaries of exempt employees is adjusted, 2006 being an exception. When I spoke to the Mayor about the fact that adjustment did not occur, he indicated it was his memory that such an adjustment was discussed and anticipated during the budgeting process. (Donnie would have to indicate what percentage was utilized for the exempt employee adjustment.) Given that, I assume the situation was simply an oversight which occurred in the rush of staff to complete the budget and submit it to you. If I had been a wise business-conscious lawyer, I would have checked. However, as indicated, I did not.

So, what I am requesting is that the Council authorize the adjustment for the year. If you grant the request, obviously I would not object to receiving the adjustment in one payment. If you would prefer, rather than catching it up for the first five months in one payment, Donnie could determine what the annual adjustment was anticipated to be and then spread that out over the remainder of the year. If this approach is taken, we will need to make certain that when we get to January of 2009, the correct monthly retainer amount, without the enhancement from the catchup, is used in any future calculations.

3. **CLAIM FOR DAMAGES:** The City has received a claim upon behalf of an individual. Under the required protocol, Donnie promptly forwarded it to WCIA. The Authority has assigned counsel to review and advise on the handling of the claim and its defense. Counsel is John Justice of Law, Lyman, a firm with which we have worked on prior occasions.

Under the mandates of the statute, no action may be brought by the claimant until at least sixty days after the proper filing of the claim. In the interim, Chief Crumb and I have worked with Mr. Justice to properly review and prepare the matter. We will keep you informed as the matter progresses.

4. **SIDEWALK WIDENING POLICY:** As referenced in prior discussion, there may be some circumstances under which the enforcement of the policy as currently existing would be subject to challenge as an unconstitutional taking of private property. It is my understanding that the policy is being reviewed as part of the process of reviewing exactly how to proceed with the sidewalk project. In the event the final conclusion reached is that there is a desire to maintain the general concept of mandating the widening of the sidewalk by the property owner, Busse and I will work on developing a protocol which will reduce the possibility of a challenge on those grounds.

5. **INTERLOCAL WITH SHERIFF'S DEPARTMENT:** As was mentioned at the last meeting, the Sheriff's Department has forwarded an interlocal agreement which apparently was originally sent some years ago and then disappeared into the netherland of documents. (I would note that I have reviewed my Council Reports back to 2002 to determine if it had come up before and could find no indication that it was ever brought up for review or discussion.) In any event, after the last meeting, I spoke to Jim Baker, the DPA involved in this area for the County, about clarifying the hold harmless provisions to be consistent with what we have worked out in the past. I contacted him on Thursday and he indicated that he had been swamped in the last two weeks and would get the modified draft to us.

So that it does not have to wait, I would like to suggest that the Mayor be authorized to sign so long as he is satisfied with the modified draft.

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

DG/le

## **RCW 52.26.020**

### **Definitions.**

1. The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

- (1) "Board" means the governing body of a regional fire protection service authority.
- (2) "Regional fire protection service authority" or "authority" means a municipal corporation, an independent taxing authority within the meaning of Article VII, section 1 of the state Constitution, and a taxing district within the meaning of Article VII, section 2 of the state Constitution, whose boundaries are coextensive with two or more adjacent fire protection jurisdictions and that has been created by a vote of the people under this chapter to implement a regional fire protection service authority plan.
- (3) "Regional fire protection service authority planning committee" or "planning committee" means the advisory committee created under RCW 52.26.030 to create and propose to fire protection jurisdictions a regional fire protection service authority plan to design, finance, and develop fire protection and emergency service projects.
- (4) "Regional fire protection service authority plan" or "plan" means a plan to develop and finance a fire protection service authority project or projects, including, but not limited to, specific capital projects, fire operations and emergency service operations pursuant to RCW 52.26.040(3)(b), and preservation and maintenance of existing or future facilities.
- (5) "Fire protection jurisdiction" means a fire district, city, town, port district, or Indian tribe.
- (6) "Regular property taxes" has the same meaning as in RCW 84.04.140.

## **RCW 52.26.030**

### **Planning committee -- Formation -- Powers.**

1. Regional fire protection service authority planning committees are advisory entities that are created, convened, and empowered as follows:

- (1) Any two or more adjacent fire protection jurisdictions may create a regional fire protection service authority and convene a regional fire protection service authority planning committee. No fire protection jurisdiction may participate in more than one authority.
- (2) Each governing body of the fire protection jurisdictions participating in planning under this chapter shall appoint three elected officials to the authority planning committee. Members of the planning committee may receive compensation of seventy dollars per day, or portion thereof, not to exceed seven hundred dollars per year, for attendance at planning committee meetings and for performance of other services in behalf of the authority, and may be reimbursed for travel and incidental expenses at the discretion of their respective governing body.
- (3) A regional fire protection service authority planning committee may receive state funding, as appropriated by the legislature, or county funding provided by the affected counties for start-up funding to pay for salaries, expenses, overhead, supplies, and similar expenses

ordinarily and necessarily incurred. Upon creation of a regional fire protection service authority, the authority shall within one year reimburse the state or county for any sums advanced for these start-up costs from the state or county.

(4) The planning committee shall conduct its affairs and formulate a regional fire protection service authority plan as provided under RCW 52.26.040.

(5) At its first meeting, a regional fire protection service authority planning committee may elect officers and provide for the adoption of rules and other operating procedures.

(6) The planning committee may dissolve itself at any time by a majority vote of the total membership of the planning committee. Any participating fire protection jurisdiction may withdraw upon thirty calendar days' written notice to the other jurisdictions.

#### **RCW 52.26.050**

##### **Service plan -- Taxes and benefit charges.**

1. (1) A regional fire protection service authority planning committee may, as part of a regional fire protection service authority plan, recommend the imposition of some or all of the following revenue sources, which a regional fire protection service authority may impose upon approval of the voters as provided in this chapter:

(a) Benefit charges under RCW 52.26.180 through 52.26.270;

(b) Property taxes under RCW 52.26.140 through 52.26.170 and 84.52.044 and RCW 84.09.030, 84.52.010, 84.52.052, and 84.52.069; or

© Both (a) and (b) of this subsection.

(2) The authority may impose taxes and benefit charges as set forth in the regional fire protection service authority plan upon creation of the authority, or as provided for in this chapter after creation of the authority. If the plan authorizes the authority to impose benefit charges or sixty percent voter approved taxes, the plan and creation of the authority must be approved by an affirmative vote of sixty percent of the voters within the boundaries of the authority voting on a ballot proposition as set forth in RCW 52.26.060. However, if the plan provides for alternative sources of revenue that become effective if the plan and creation of the authority is approved only by a majority vote, then the plan with alternative sources of revenue and creation of the authority may be approved by an affirmative vote of the majority of those voters. If the plan does not authorize the authority to impose benefit charges or sixty percent voter approved taxes, the plan and creation of the authority must be approved by an affirmative vote of the majority of the voters within the boundaries of the authority voting on a ballot proposition as set forth in RCW 52.26.060. Except as provided in this section, all other voter approval requirements under law for the levying of property taxes or the imposition of benefit charges apply. Revenues from these taxes and benefit charges may be used only to implement the plan as set forth in this chapter.

#### **RCW 52.26.070**

##### **Service authority -- Formation -- Challenges.**

1. If the voters approve the plan, including creation of a regional fire protection service authority and imposition of taxes and benefit charges, if any, the authority is formed on the

next January 1st or July 1st, whichever occurs first. The appropriate county election officials shall, within fifteen days of the final certification of the election results, publish a notice in a newspaper or newspapers of general circulation in the authority declaring the authority formed. A party challenging the procedure or the formation of a voter-approved authority must file the challenge in writing by serving the prosecuting attorney of each county within, or partially within, the regional fire protection service authority and the attorney general within thirty days after the final certification of the election. Failure to challenge within that time forever bars further challenge of the authority's valid formation.

**RCW 52.26.100**

**Transfer of responsibilities and employees to authority -- Civil service system.**

1. (1) Except as otherwise provided in the regional fire protection service authority plan, all powers, duties, and functions of a participating fire protection jurisdiction pertaining to fire protection and emergency services shall be transferred to the regional fire protection service authority on its creation date.

(2)(a) Except as otherwise provided in the regional fire protection service authority plan, and on the creation date of the regional fire protection service authority, all reports, documents, surveys, books, records, files, papers, or written material in the possession of the participating fire protection jurisdiction pertaining to fire protection and emergency services powers, functions, and duties shall be delivered to the regional fire protection service authority; all real property and personal property including cabinets, furniture, office equipment, motor vehicles, and other tangible property employed by the participating fire protection jurisdiction in carrying out the fire protection and emergency services powers, functions, and duties shall be transferred to the regional fire protection service authority; and all funds, credits, or other assets held by the participating fire protection jurisdiction in connection with the fire protection and emergency services powers, functions, and duties shall be transferred and credited to the regional fire protection service authority.

(b) Except as otherwise provided in the regional fire protection service authority plan, any appropriations made to the participating fire protection jurisdiction for carrying out the fire protection and emergency services powers, functions, and duties shall be transferred and credited to the regional fire protection service authority.

(c) Except as otherwise provided in the regional fire protection service authority plan, whenever any question arises as to the transfer of any personnel, funds, books, documents, records, papers, files, equipment, or other tangible property used or held in the exercise of the powers and the performance of the duties and functions transferred, the governing body of the participating fire protection jurisdiction shall make a determination as to the proper allocation.

(3) Except as otherwise provided in the regional fire protection service authority plan, all rules and all pending business before the participating fire protection jurisdiction pertaining to the powers, functions, and duties transferred shall be continued and acted upon by the regional fire protection service authority, and all existing contracts and obligations shall remain in full force and shall be performed by the regional fire protection service authority.

(4) The transfer of the powers, duties, functions, and personnel of the participating fire protection jurisdiction shall not affect the validity of any act performed before creation of the regional fire protection service authority.

(5) If apportionments of budgeted funds are required because of the transfers, the treasurer for the authority shall certify the apportionments.

(6)(a) Subject to ©) of this subsection, all employees of the participating fire protection jurisdictions are transferred to the jurisdiction of the regional fire protection service authority on its creation date. Upon transfer, unless an agreement for different terms of transfer is reached between the collective bargaining representatives of the transferring employees and the participating fire protection jurisdictions, an employee is entitled to the employee rights, benefits, and privileges to which he or she would have been entitled as an employee of a participating fire protection jurisdiction, including rights to:

(i) Compensation at least equal to the level at the time of transfer;

(ii) Retirement, vacation, sick leave, and any other accrued benefit;

(iii) Promotion and service time accrual; and

(iv) The length or terms of probationary periods, including no requirement for an additional probationary period if one had been completed before the transfer date.

(b) If any or all of the participating fire protection jurisdictions provide for civil service in their fire departments, the collective bargaining representatives of the transferring employees and the participating fire protection jurisdictions must negotiate regarding the establishment of a civil service system within the authority. This subsection does not apply if none of the participating fire protection districts provide for civil service.

©) Nothing contained in this section may be construed to alter any existing collective bargaining unit or the provisions of any existing collective bargaining agreement until the agreement has expired or until the bargaining unit has been modified as provided by law.

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

DG/le

CURRENT EXPENSE BUDGET: April 2008				
DESCRIPTION	2008 ADOPTED	END OF April ACTUAL	% OF BUDGETED	COMMENTS
<b>REVENUES</b>				
<b>Beginning Balance</b>				
Begin Net Cash	250,000.00			
Begin Investments	190,000.00			
REET <sup>1</sup>	175,000.00			
Begin City Assistance	0.00			
<b>Total Beginning Balance</b>	<b>615,000.00</b>			
<b>General Property Tax</b>				
Real & Personal Property Tax	142,000.00	13,282.30	9.35%	
Special Levy Property Tax	200.00	12.26	6.13%	
<b>Total General Property Tax</b>	<b>142,200.00</b>	<b>13,294.56</b>	<b>9.35%</b>	Tax received in spring & fall
<b>Retail Sales &amp; Use Tax</b>				
Private Harvest Tax	1,200.00	400.49	33.37%	
Retail Sales & Use Tax	70,000.00	33,730.99	48.19%	
C.J. Sales Tax from County	13,000.00	6,734.12	51.80%	
<b>Total Retail Sales &amp; Use Tax</b>	<b>84,200.00</b>	<b>40,865.60</b>	<b>48.53%</b>	
<b>Private Utility Tax</b>				
Natural Gas	12,500.00	5,377.20	43.02%	
Television Cable	19,000.00	10,091.70	53.11%	
Telephone Tax	13,000.00	6,050.10	46.54%	
Cellular Telephone Tax	16,000.00	6,120.91	38.26%	
<b>Total Private Utility Tax</b>	<b>60,500.00</b>	<b>27,639.91</b>	<b>45.69%</b>	
<b>Total Public Utility Tax</b>	<b>196,000.00</b>	<b>71,142.47</b>	<b>36.30%</b>	
<b>Real Estate Excise Tax (REET)</b>	<b>10,000.00</b>	<b>4,473.20</b>	<b>44.73%</b>	
<b>Licenses &amp; Permits</b>				
Building Permits	135,000.00	21,770.37	16.13%	
Platting Fees	2,000.00	0.00	0.00%	
Review Fees	10,000.00	24,996.05	249.96%	
Plat Inspection Fees	8,000.00	4,369.50	54.62%	
Animal Licenses	150.00	60.00	40.00%	
<b>Total Licenses &amp; Permits</b>	<b>155,150.00</b>	<b>51,195.92</b>	<b>33.00%</b>	
<b>Total Direct Federal Grants</b>	<b>0.00</b>	<b>33,121.00</b>	<b>0.00%</b>	
<b>State Entitlements</b>				
City Assistance	30,000.00	12,392.40	41.31%	
Criminal Justice Pop	800.00	500.00	62.50%	
CJ-CTED Programs 1-3	1,200.00	602.04	50.17%	
DUI Cities	500.00	140.87	28.17%	
Liquor Excise Tax	9,000.00	3,746.60	41.63%	
Liquor Board Profits	9,000.00	2,665.63	29.62%	
<b>Total State Entitlements</b>	<b>50,500.00</b>	<b>20,047.54</b>	<b>39.70%</b>	
<b>Total Interlocal Grants</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	
Fire District 12	8,240.00	0.00	0.00%	
Mason County Fire	720.00	0.00	0.00%	
<b>Total Interlocal Gov Payments</b>	<b>8,960.00</b>	<b>0.00</b>	<b>0.00%</b>	
<b>Charges for Services</b>				
Sales Maps & Publications	0.00	0.00	0.00%	
Printing & Duplicating Services	300.00	0.00	0.00%	
Animal Control & Shelter Fee	100.00	0.00	0.00%	
<b>Total Charges for Services</b>	<b>400.00</b>	<b>0.00</b>	<b>0.00%</b>	

CURRENT EXPENSE BUDGET: April 2008				
DESCRIPTION	2008 ADOPTED	END OF April ACTUAL	% OF BUDGETED	COMMENTS
<b>Fines and Forfeits</b>				
Municipal Court	30,000.00	9,622.58	32.08%	
NSF Fines	800.00	224.00	28.00%	
<b>Total Fines and Forfeits</b>	<b>30,800.00</b>	<b>9,846.58</b>	<b>31.97%</b>	
<b>Miscellaneous Revenues</b>				
Interest Earnings - Investments	13,000.00	12,630.86	97.16%	
Interest - Prop Tax/ Real Estate	800.00	188.17	23.52%	
Rent - Cell Tower	11,000.00	4,577.20	41.61%	
Donations from Private Source	100.00	0.00	0.00%	
Other Misc. Revenues	1,500.00	44.00	2.93%	
<b>Total Miscellaneous Revenues</b>	<b>26,400.00</b>	<b>17,440.23</b>	<b>66.06%</b>	
<b>Non-Revenues</b>		<b>8,085.58</b>		
<b>TOTAL CURRENT EXPENSE REVENUES</b>	<b>1,370,110.00</b>	<b>292,679.39</b>	<b>21.36%</b>	
<b>EXPENDITURES</b>				
<b>Reserves</b>				
Ending Net Cash	192,112.00	15,000.00		
Ending Investments	190,000.00			
REET	155,000.00			
Cumulative Reserve - Equipment	10,000.00			
Unanticipated Expense	20,000.00			
<b>Total Reserves</b>	<b>567,112.00</b>	<b>15,000.00</b>		
<b>Legislative/Council</b>				
Salaries & Wages	6,000.00	2,000.00	33.33%	
Personnel Benefits	600.00	203.60	33.93%	
Travel	200.00	0.00	0.00%	
Miscellaneous	500.00	0.00	0.00%	
Training	200.00	0.00	0.00%	
<b>Total Legislative/Council</b>	<b>7,500.00</b>	<b>2,203.60</b>	<b>29.38%</b>	
<b>Judicial</b>				
Salaries & Wages	31,710.00	10,726.00	33.83%	
Personnel Benefits	5,085.00	1,536.90	30.22%	
Office Supplies	750.00	272.18	36.29%	
Professional Services	250.00	211.25	84.50%	Interpreters
Communication	1,100.00	450.00	40.91%	
Travel	50.00	0.00	0.00%	
Miscellaneous	500.00	125.00	25.00%	
Repair & Maintenance	0.00	0.00	0.00%	
Dues	100.00	100.00	100.00%	
Process Serving	0.00	0.00	0.00%	
External Taxes	0.00	0.00	0.00%	
Capital Outlay	250.00	0.00	0.00%	
<b>Total Judicial</b>	<b>39,795.00</b>	<b>13,421.33</b>	<b>33.73%</b>	
<b>Executive/Mayor</b>				
Salaries & Wages	3,600.00	1,200.00	33.33%	
Personnel Benefits	400.00	132.32	33.08%	
Professional Services	50.00	0.00	0.00%	
Travel	150.00	0.00	0.00%	
Miscellaneous	300.00	0.00	0.00%	
Training	300.00	0.00	0.00%	
<b>Total Executive/Mayor</b>	<b>4,800.00</b>	<b>1,332.32</b>	<b>27.76%</b>	

CURRENT EXPENSE BUDGET: April 2008				
DESCRIPTION	2008 ADOPTED	END OF April ACTUAL	% OF BUDGETED	COMMENTS
<b>Finance &amp; Administration</b>				
Salaries & Wages	20,535.00	6,636.80	32.32%	
Personnel Benefits	6,150.00	1,268.05	20.62%	
Supplies - General	6,000.00	2,611.35	43.52%	
Supplies - F & A	3,000.00	1,501.84	50.06%	
Professional Services	7,000.00	20,538.14	293.40%	Ambulance settlement
Communications	7,400.00	6.62	0.09%	
Travel	2,000.00	596.43	29.82%	
Miscellaneous	800.00	1,454.95	181.87%	Newspaper ads (RFP, rosters)
Misc: Special Projects/Legal	0.00	1,417.11	0.00%	
Rental/Lease Equipment	3,500.00	1,627.17	46.49%	Change in copy machine/fax
Repair & Maintenance	0.00	0.00	0.00%	
Training	1,500.00	503.00	33.53%	
External Taxes	400.00	93.97	23.49%	
Capital Outlay - Building	11,000.00	0.00	0.00%	
Capital Outlay - Equipment	5,000.00	1,991.70	39.83%	Replace computer
Election Services	500.00	0.00	0.00%	
<b>Total Finance &amp; Administration</b>	<b>74,785.00</b>	<b>40,247.13</b>	<b>53.82%</b>	
<b>Legal</b>				
Professional Services	27,520.00	11,035.89	40.10%	
Indigent Defense	7,200.00	2,400.00	33.33%	
Codification	0.00	0.00	0.00%	
Prosecution	7,200.00	434.70	6.04%	
<b>Total Legal</b>	<b>41,920.00</b>	<b>13,870.59</b>	<b>33.09%</b>	
<b>Other General Gov Services</b>				
Professional Services	12,000.00	3,500.00	29.17%	
Rent - City Hall	720.00	240.00	33.33%	
Insurance	22,019.00	22,019.00	100.00%	
Misc - AWC/COG/EDC	7,200.00	4,425.80	61.47%	
<b>Total Other General Gov Services</b>	<b>41,939.00</b>	<b>30,184.80</b>	<b>71.97%</b>	
<b>Law Enforcement</b>				
Salaries & Wages	202,510.00	67,282.01	33.22%	
Overtime Wages	25,000.00	14,188.74	56.75%	
Personnel Benefits	101,085.00	43,148.08	42.68%	
Uniform Allowance	2,400.00	463.86	19.33%	
Overtime Benefits	3,400.00	0.00	0.00%	
LEOFF Retirees - Benefits	24,615.00	0.00	0.00%	
Supplies	9,000.00	2,081.18	23.12%	
Gas	7,500.00	2,573.28	34.31%	
Professional Services	13,000.00	3,946.91	30.36%	
Communications	4,700.00	2,189.18	46.58%	Phones, mail
Travel	500.00	0.00	0.00%	
Advertising	500.00	0.00	0.00%	
Rental/Lease Equipment	1,300.00	267.60	20.58%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	2,500.00	1,283.40	51.34%	Winter months
Repair & Maintenance	5,000.00	143.95	2.88%	
Miscellaneous	500.00	0.00	0.00%	
External Taxes	100.00	0.00	0.00%	
Capital Outlay - Facilities	3,500.00	0.00	0.00%	
Capital Outlay - Equipment	12,000.00	0.00	0.00%	
Capital Leases	0.00	0.00	0.00%	
Training	1,000.00	0.00	0.00%	
<b>Total Law Enforcement</b>	<b>425,248.00</b>	<b>142,706.19</b>	<b>33.56%</b>	

<b>CURRENT EXPENSE BUDGET: April 2008</b>				
<b>DESCRIPTION</b>	<b>2008 ADOPTED</b>	<b>END OF April ACTUAL</b>	<b>% OF BUDGETED</b>	<b>COMMENTS</b>
<b>Fire Control</b>				
Salaries & Wages	18,300.00	1,248.00	6.82%	
Personnel Benefits	2,940.00	2,388.31	81.24%	Annual payment
Supplies - Operating	7,500.00	3,157.81	42.10%	
Gas	1,200.00	202.77	16.90%	
FEMA Grant Expenditures	0.00	3,949.67	3949.67%	
Professional Services	1,000.00	809.72	80.97%	
Communications	180.00	0.00	0.00%	
Travel	100.00	0.00	0.00%	
Rent - City Hall	420.00	140.00	33.33%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	1,500.00	968.83	64.59%	Winter months
Repair & Maintenance	3,000.00	968.75	32.29%	
Miscellaneous	500.00	0.00	0.00%	
External Taxes	0.00	33.85	0.00%	
Capital Outlay - Building	0.00	0.00	0.00%	
Capital Outlay - System	0.00	0.00	0.00%	
Capital Outlay - Equipment	0.00	0.00	0.00%	
Training	1,000.00	0.00	0.00%	
<b>Total Fire Control</b>	<b>42,778.00</b>	<b>19,005.71</b>	<b>44.43%</b>	
<b>Total Detention &amp; Correction</b>	<b>8,000.00</b>	<b>2,735.00</b>	<b>34.19%</b>	
<b>Development Services</b>				
Salaries & Wages	32,650.00	11,401.00	34.92%	
Personnel Benefits	11,640.00	3,647.05	31.33%	
Supplies - Operating	3,000.00	691.16	23.04%	
Gas	0.00	143.27	38.43%	
Professional Services	2,500.00	660.34	26.41%	
Professional Services - Engineer	13,000.00	5,502.80	42.33%	
Plat Review Services	30,000.00	13,650.55	45.50%	
Communications	1,550.00	116.66	7.53%	
Dues	175.00	100.00	57.14%	
Training	1,000.00	750.00	75.00%	
Travel	500.00	440.34	88.07%	
Repair & Maintenance	1,000.00	1,286.29	128.63%	Brakes for truck
Miscellaneous - Public Notice	3,000.00	133.51	4.45%	
Capital Outlay - Building	665.00	0.00	0.00%	
Capital Outlay - Equipment	500.00	460.82	92.16%	Moisture meter
<b>Total Development Services</b>	<b>101,180.00</b>	<b>38,983.79</b>	<b>38.53%</b>	
<b>Total Communications (E-911)</b>	<b>9,710.00</b>	<b>4,045.76</b>	<b>41.67%</b>	
<b>Total Pollution Control</b>	<b>693.00</b>	<b>693.00</b>	<b>100.00%</b>	
<b>TOTAL CURRENT EXPENSE EXPENDITURES</b>	<b>1,365,460.00</b>	<b>324,429.22</b>	<b>23.76%</b>	

<b>PARK &amp; CEMETERY FUND BUDGET: April 2008</b>				
<b>DESCRIPTION</b>	<b>2008 ADOPTED</b>	<b>END OF April ACTUAL</b>	<b>% OF BUDGETED</b>	<b>COMMENTS</b>
Beginning Net Cash	18,000.00			
Beginning Investments	65,000.00			
<b>Beginning Fund Balance</b>	<b>83,000.00</b>			
<b>Real &amp; Personal Property Taxes</b>	<b>54,000.00</b>	<b>5,108.57</b>	<b>9.46%</b>	
<b>Intergovernmental Grants</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	
<b>Cemetery Fees</b>	<b>4,500.00</b>	<b>0.00</b>	<b>0.00%</b>	
Interest Earnings - Investments	2,500.00	1,306.42	52.26%	
Rent - Equipment	2,000.00	96.00	4.80%	
Rent - Community Center	2,500.00	850.00	34.00%	
Donations - Private Source	100.00	80.00	80.00%	
Other Miscellaneous Revenue	500.00	0.00	0.00%	
<b>Miscellaneous Revenues</b>	<b>7,600.00</b>	<b>2,332.42</b>	<b>30.69%</b>	
Transfer from REET	30,000.00	0.00	0.00%	
Transfer from REED	30,000.00	0.00	0.00%	
<b>Total Transfers</b>	<b>60,000.00</b>	<b>0.00</b>	<b>0.00%</b>	
<b>TOTAL PARK AND CEMETERY FUND REVENUES</b>	<b>209,100.00</b>	<b>7,440.99</b>	<b>3.56%</b>	
Ending Net Cash	12,452.00			
Ending Investments	65,000.00			
Unanticipated Expense	4,000.00			
<b>Ending Fund Balance</b>	<b>81,452.00</b>			
Salaries & Wages	14,580.00	3,537.24	24.26%	
Personnel Benefits	4,780.00	1,237.12	25.88%	
Supplies	8,000.00	2,939.53	36.74%	
Gas	1,500.00	374.08	24.94%	
Professional Services	9,000.00	1,722.43	19.14%	
Communications	900.00	58.34	6.48%	
Travel	100.00	0.00	0.00%	
Training	100.00	0.00	0.00%	
Advertising	0.00	153.87	153.87%	Ads for gardener position
Rental, Lease Equipment	5,000.00	918.77	18.38%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	7,000.00	3,230.00	46.14%	Winter months
Repair & Maintenance	5,000.00	1,242.43	24.85%	
Miscellaneous	800.00	125.00	15.63%	
External Taxes	500.00	29.74	5.95%	
Capital Facilities	65,000.00	1,624.50	2.50%	
Capital Outlay - Equipment	250.00	0.00	0.00%	
<b>TOTAL PARKS AND CEMETERY EXPENSES</b>	<b>209,100.00</b>	<b>22,331.05</b>	<b>10.68%</b>	

<b>STREET FUND BUDGET: April 2008</b>				
<b>DESCRIPTION</b>	<b>2008 ADOPTED</b>	<b>END OF April ACTUAL</b>	<b>% OF BUDGETED</b>	<b>COMMENTS</b>
Beginning Net Cash	130,000.00			
Beginning Investments	160,000.00			
<b>Beginning Fund Balance</b>	<b>290,000.00</b>			
<b>Real &amp; Personal Property Taxes</b>	<b>22,000.00</b>	<b>2,043.42</b>	<b>9.29%</b>	
Grants	186,525.00	0.00	0.00%	
Motor Vehicle Fuel Tax	38,000.00	11,320.96	29.79%	
<b>Total Intergovernmental Revenue</b>	<b>224,525.00</b>	<b>11,320.96</b>	<b>5.04%</b>	
Investment Interest	6,000.00	3,216.58	53.61%	
Other Miscellaneous Revenue	500.00	0.00	0.00%	
<b>Total Miscellaneous Revenues</b>	<b>6,500.00</b>	<b>3,216.58</b>	<b>49.49%</b>	
<b>Non-Revenues</b>	<b>0.00</b>	<b>1,000.00</b>		Insurance for garage repair
<b>TOTAL STREET FUND REVENUES</b>	<b>543,025.00</b>	<b>17,580.96</b>	<b>3.24%</b>	
Ending Net Cash	105,092.00			
Ending Investments	160,000.00			
<b>Ending Fund Balance</b>	<b>265,092.00</b>			
Salaries & Wages	16,120.00	4,554.14	28.25%	
Personnel Benefits	8,200.00	2,286.73	27.89%	
Supplies	11,000.00	3,138.12	28.53%	
Gas	2,500.00	788.95	31.56%	
Professional Services	9,500.00	4,164.17	43.83%	Garage repair (to be reimbursed)
Communications	900.00	58.34	6.48%	
Travel	0.00	0.00	0.00%	
Training	500.00	0.00	0.00%	
Advertising	300.00	0.00	0.00%	
Rental/Lease Equipment	1,500.00	54.99	3.67%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	3,500.00	1,611.16	46.03%	Winter electric use
Repair & Maintenance	5,000.00	3,004.53	60.09%	Mostly Bobcat repair
Miscellaneous	2,000.00	125.00	6.25%	
External Taxes	0.00	15.54	0.00%	
Capital Outlay - Roadways	211,525.00	0.00	0.00%	
Capital Outlay - Equipment	250.00	0.00	0.00%	
Street Cleaning	0.00	0.00	0.00%	
<b>TOTAL STREET FUND EXPENSES</b>	<b>543,025.00</b>	<b>24,939.67</b>	<b>4.59%</b>	

**LIGHT & POWER FUND BUDGET: April 2008**

DESCRIPTION	2008 ADOPTED	END OF April ACTUAL	% OF BUDGETED	COMMENTS
Beginning Net Cash	65,000.00			
Beginning Investments	150,000.00			
Rural Development Investment	100,000.00			
<b>Beginning Fund Balance</b>	<b>315,000.00</b>			
BPA Conservation	0.00	-165.00	0.00%	
Sales of Electricity	2,300,000.00	886,145.52	38.53%	
Charges for Services & Parts	10,000.00	43,177.19	431.77%	Summit Place II
<b>Total Physical Environment</b>	<b>2,310,000.00</b>	<b>929,157.71</b>	<b>40.22%</b>	
<b>Total Interest Earnings</b>	<b>25,000.00</b>	<b>10,308.75</b>	<b>41.24%</b>	
Equip, Pole & Vehicle Lease	9,200.00	7,791.00	84.68%	
City Hall Rent	2,040.00	680.00	33.33%	
<b>Total Rents &amp; Royalties</b>	<b>11,240.00</b>	<b>8,471.00</b>	<b>75.36%</b>	
Sales of Junk Material	1,200.00	634.79	52.90%	
Other Miscellaneous Revenue	2,000.00	128,028.00	6401.40%	
<b>Total Other Miscellaneous Revenues</b>	<b>3,200.00</b>	<b>128,662.79</b>	<b>4020.71%</b>	BPA payment
<b>Non-Revenues</b>		<b>384.23</b>		
<b>TOTAL LIGHT &amp; POWER FUND REVENUES</b>	<b>2,664,440.00</b>	<b>1,076,600.25</b>	<b>40.41%</b>	
Ending Net Cash	97,820.00			
Ending Investment	150,000.00			
REED Fund	70,000.00			
<b>Ending Fund Balance</b>	<b>317,820.00</b>			
Salaries & Wages	454,365.00	157,725.65	34.71%	
Personnel Benefits	174,455.00	56,018.03	32.11%	
Operating Supplies	55,000.00	10,941.14	19.89%	
Office Supplies	5,000.00	285.94	5.72%	
Gas	7,500.00	1,592.89	21.24%	
Power Purchased for Resale	1,050,000.00	423,061.00	40.29%	Winter months
Transmission Costs	220,000.00	54,136.00	24.61%	
BPA Conservation	14,000.00	0.00	0.00%	
Professional Services	41,500.00	17,828.40	42.96%	Rate Study
Professional Services - Legal	20,000.00	4,749.00	23.75%	
Communications	4,100.00	3,275.08	79.88%	Cost of mail, cell phone
Travel	1,000.00	0.00	0.00%	
Advertising	500.00	25.58	5.12%	
Rental/Lease Equipment	5,000.00	191.44	3.83%	
Insurance	20,550.00	20,665.00	100.56%	
Public Utility Services (City)	22,000.00	10,339.66	47.00%	Winter months
Repair & Maintenance	20,000.00	2,050.34	10.25%	
Training	1,000.00	0.00	0.00%	
Dues	500.00	125.00	25.00%	
Miscellaneous	1,000.00	110.00	11.00%	
External Taxes	85,000.00	33,883.78	39.86%	
Capital Outlay - Building	0.00	0.00	0.00%	
Capital Outlay - Bldg Library	0.00	0.00	0.00%	
Capital Outlay - System	30,000.00	0.00	0.00%	
Capital Outlay - Equipment	114,150.00	3,010.74	2.64%	
<b>TOTAL LIGHT &amp; POWER FUND EXPENSES</b>	<b>2,664,440.00</b>	<b>800,014.67</b>	<b>30.03%</b>	

<b>GARBAGE FUND BUDGET: April 2008</b>				
DESCRIPTION	2008 PROPOSED	END OF April ACTUAL	% OF BUDGETED	COMMENTS
Beginning Net Cash	5,000.00			
Beginning Investments	7,500.00			
<b>Beginning Fund Balance</b>	<b>12,500.00</b>			
<b>Garbage Fees &amp; Service Charge</b>	<b>220,000.00</b>	<b>73,570.97</b>	<b>33.44%</b>	
<b>Investment Interest</b>	<b>750.00</b>	<b>251.53</b>	<b>33.54%</b>	
<b>TOTAL GARBAGE FUND REVENUES</b>	<b>233,250.00</b>	<b>73,822.50</b>	<b>31.65%</b>	
Ending Net Cash	320.00			
Ending Investments	7,500.00			
<b>Ending Fund Balance</b>	<b>7,820.00</b>			
Salaries & Wages	2,390.00	809.40	33.87%	
Personnel Benefits	690.00	439.31	63.67%	Correction to be made in May
Supplies - Office	50.00	15.79	31.58%	
Communications	100.00	0.00	0.00%	
Advertising	20.00	0.00	0.00%	
Rent - City Hall	180.00	60.00	33.33%	
Repair & Maintenance	0.00	0.00	0.00%	
External Taxes	12,000.00	3,585.15	29.88%	
Professional Services	210,000.00	65,790.14	31.33%	
<b>TOTAL GARBAGE FUND EXPENSES</b>	<b>233,250.00</b>	<b>70,699.79</b>	<b>30.31%</b>	

<b>WATER FUND BUDGET: April 2008</b>				
DESCRIPTION	2008 ADOPTED	END OF April ACTUAL	% OF BUDGETED	COMMENTS
Beginning Net Cash	130,000.00			
Beginning Investment	75,000.00			
<b>Beginning Fund Balance</b>	<b>205,000.00</b>			
Water Sales	241,000.00	80,472.39	33.39%	
Other Charges Related to Water	12,500.00	1,000.00	8.00%	
New Water Connections	73,500.00	8,448.00	11.49%	
<b>Total Charges for Services</b>	<b>327,000.00</b>	<b>89,920.39</b>	<b>27.50%</b>	
Investment Interest	5,000.00	2,373.95	47.48%	
ULID 96-01 Payments	9,000.00	0.00	0.00%	
Other Miscellaneous Revenue	100.00	0.00	0.00%	
<b>Miscellaneous Revenues</b>	<b>14,100.00</b>	<b>2,373.95</b>	<b>16.84%</b>	
<b>TOTAL WATER FUND REVENUES</b>	<b>546,100.00</b>	<b>92,294.34</b>	<b>16.90%</b>	
Ending Net Cash	113,917.00			
Ending Investment	75,000.00			
Unanticipated Expense	20,000.00			
<b>Ending Fund Balance</b>	<b>208,917.00</b>			
Salaries & Wages	150,060.00	52,996.12	35.32%	
Personnel Benefits	64,940.00	21,479.04	33.08%	
Supplies	10,000.00	4,160.43	41.60%	
Gas	4,000.00	716.61	17.92%	
Professional Services	29,000.00	1,668.40	5.75%	
Professional Services - WSP	2,000.00	8,463.84	423.19%	Delayed from 2007
Communications	3,540.00	116.67	3.30%	
Travel	1,000.00	0.00	0.00%	
Advertising	400.00	0.00	0.00%	
Rental/Lease Equipment	1,000.00	54.99	5.50%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	11,000.00	3,567.24	32.43%	
Repair & Maintenance	5,000.00	462.10	9.24%	
Training	3,000.00	512.31	17.08%	
State Permits & Fees	1,000.00	1,682.00	168.20%	Higher than expected
Miscellaneous	1,000.00	0.00	0.00%	
External Taxes	12,000.00	4,027.21	33.56%	
Capital Outlay - System	20,000.00	15,302.42	76.51%	2nd half property purchase
Capital Outlay - Equipment	1,125.00	0.00	0.00%	
Capital Outlay - System Ext	0.00	0.00	0.00%	
Debt Service	11,980.00	0.00	0.00%	
<b>TOTAL WATER FUND EXPENSES</b>	<b>546,100.00</b>	<b>120,347.38</b>	<b>22.04%</b>	

<b>WASTEWATER FUND BUDGET: April 2008</b>				
DESCRIPTION	2008 ADOPTED	END OF April ACTUAL	% OF BUDGETED	COMMENTS
Beginning Net Cash	95,000.00			
Beginning Investment	62,500.00			
<b>Beginning Fund Balance</b>	<b>157,500.00</b>			
Rural Development Grant	0.00	0.00	0.00%	
<b>Total Intergovernmental Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	
Sewer Service Charges	500,000.00	165,415.15	33.08%	
Other Charges Related to Sewer	2,000.00	0.00	0.00%	
New Sewer Connections	147,175.00	16,900.00	11.48%	
<b>Total Charges for Services</b>	<b>649,175.00</b>	<b>182,315.15</b>	<b>28.08%</b>	
Interest Earnings - Investment	7,000.00	1,733.86	24.77%	
Other Miscellaneous Revenue	400.00	14,825.00	3706.25%	Backhoe sale
<b>Total Miscellaneous Revenues</b>	<b>7,400.00</b>	<b>16,558.86</b>	<b>223.77%</b>	
<b>TOTAL WASTEWATER FUND REVENUES</b>	<b>814,075.00</b>	<b>198,874.01</b>	<b>24.43%</b>	
Ending Net Cash	119,389.00			
Ending Investments	82,500.00			
Unanticipated Expense	10,000.00			
<b>Ending Fund Balance</b>	<b>211,889.00</b>			
Salaries & Wages	200,115.00	63,710.66	31.84%	
Personnel Benefits	83,940.00	25,025.31	29.81%	
Operating Supplies	28,000.00	9,713.24	34.69%	
Office Supplies	2,000.00	74.46	3.72%	
Gas	1,000.00	328.53	32.85%	
Professional Services	30,000.00	8,872.92	29.58%	
Communications	7,050.00	2,190.19	31.07%	
Travel	500.00	0.00	0.00%	
Advertising	200.00	0.00	0.00%	
Rent - City Hall	720.00	240.00	33.33%	
Rental/Lease Equipment	500.00	0.00	0.00%	
Insurance	5,138.00	5,138.00	100.00%	
Public Utility Services (City)	31,000.00	13,502.30	43.56%	Winter months
Repair & Maintenance	7,500.00	1,510.89	20.15%	
Training	3,000.00	458.33	15.28%	
State Permits & Fees	2,000.00	603.90	30.20%	
Miscellaneous	2,000.00	0.00	0.00%	
External Taxes	8,000.00	3,934.44	49.18%	
Capital Outlay - System	20,000.00	20,425.38	102.13%	New structure
Capital System Engineering	0.00	0.00	0.00%	
Capital System Finance Inter	0.00	0.00	0.00%	
Capital Outlay - Equipment	1,125.00	0.00	0.00%	
Capital Outlay - Extension	0.00	0.00	0.00%	
Debt Service	168,398.00	0.00	0.00%	
<b>TOTAL WASTEWATER FUND EXPENSES</b>	<b>814,075.00</b>	<b>155,728.55</b>	<b>19.13%</b>	

<b>STORMWATER FUND BUDGET: April 2008</b>				
<b>DESCRIPTION</b>	<b>2008 ADOPTED</b>	<b>END OF April ACTUAL</b>	<b>% OF BUDGETED</b>	<b>COMMENTS</b>
Begin Net Cash	50,000.00			
Begin Investments	0.00			
<b>Beginning Fund Balance</b>	<b>50,000.00</b>			
<b>Total Charges for Services</b>	<b>36,000.00</b>	<b>11,971.93</b>	<b>33.26%</b>	
<b>TOTAL STORM WATER REVENUES</b>	<b>86,000.00</b>	<b>11,971.93</b>	<b>13.92%</b>	
Ending Net Cash	45,310.00			
Ending Investments	0.00			
<b>Ending Fund Balance</b>	<b>45,310.00</b>			
Salaries & Wages	16,640.00	4,631.49	27.83%	
Personnel Benefits	8,300.00	2,299.62	27.71%	
Operating Supplies	3,000.00	876.38	29.21%	
Professional Services	12,000.00	4,409.01	36.74%	Videotape lines
External Taxes	500.00	172.43	34.49%	
Capital Outlay - Equipment	250.00	0.00	0.00%	
<b>TOTAL STORM WATER EXPENSES</b>	<b>86,000.00</b>	<b>12,388.93</b>	<b>14.41%</b>	

<b>AMBULANCE FUND BUDGET: April 2008</b>				
<b>DESCRIPTION</b>	<b>2008 ADOPTED</b>	<b>END OF April ACTUAL</b>	<b>% OF BUDGETED</b>	<b>COMMENTS</b>
Begin Net Cash	0.00			
Begin Investments	0.00			
<b>Beginning Fund Balance</b>	<b>0.00</b>			
<b>Total Charges for Services</b>	<b>36,430.00</b>	<b>0.00</b>	<b>0.00%</b>	
<b>Interfund Loans Received</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>100.00%</b>	
<b>TOTAL AMBULANCE REVENUES</b>	<b>51,430.00</b>	<b>15,000.00</b>	<b>29.17%</b>	
Ending Net Cash	7,355.00			
Ending Investments	0.00			
<b>Ending Fund Balance</b>	<b>7,355.00</b>			
Salaries & Wages	1,435.00	0.00	0.00%	
Personnel Benefits	410.00	0.00	0.00%	
Supplies	500.00	0.00	0.00%	
Contract Services	41,730.00	15,173.80	36.36%	
<b>Interfund Loans Repaid</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	
<b>TOTAL AMBULANCE EXPENSES</b>	<b>51,430.00</b>	<b>15,173.80</b>	<b>29.50%</b>	

Monthly Budget Report

**CASH, INVESTMENTS AND CAPITAL PROJECTS: April 2008**

DESCRIPTION	CURRENT EXPENSE	PARK & CEMETERY	STREETS	LIGHT & POWER	GARBAGE	WATER	WASTE WATER	STORM	AMBULANCE
<b>Beginning Balance - January</b>									
Beginning Net Cash	178,347.56	20,136.36	119,537.40	46,020.05	7,996.62	72,639.98	137,615.61	49,475.80	0.00
Beginning Investments	190,000.00	65,000.00	160,000.00	150,000.00	7,500.00	75,000.00	62,500.00	0.00	0.00
Real Estate Excise Tax	175,000.00								
Rural Development Investment				100,000.00					
<b>Total Beginning Balance</b>	<b>543,347.56</b>	<b>85,136.36</b>	<b>279,537.40</b>	<b>296,020.05</b>	<b>15,496.62</b>	<b>147,639.98</b>	<b>200,115.61</b>	<b>49,475.80</b>	<b>0.00</b>
<b>Ending Balance - April 31</b>									
Ending Net Cash	133,542.86	5,246.29	112,178.68	322,605.63	11,119.33	44,586.94	131,961.07	49,058.80	-173.80
Ending Investments	190,000.00	65,000.00	160,000.00	150,000.00	7,500.00	75,000.00	62,500.00	0.00	0.00
Real Estate Excise Tax	182,264.81								
Fire Mitigation Fees	78,874.70								
Rural Development Investment				100,000.00					
<b>Total Ending Balance</b>	<b>584,682.37</b>	<b>70,246.29</b>	<b>272,178.68</b>	<b>572,605.63</b>	<b>18,619.33</b>	<b>119,586.94</b>	<b>194,461.07</b>	<b>49,058.80</b>	<b>-173.80</b>

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator   
Date: May 23, 2008  
Re: Engineering Contract – Addendum #2

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As you may recall, our contract with Gray & Osborne is set up so that a new task is undertaken through the adoption of an addendum to the overall contract. Addendum #1 contains modifications to the original proposed contract provided by G&O. These were approved by the Council when it authorized the Mayor to sign the contract, subject to his agreement with the final language.

Addendum #2 outlines the “not to exceed” costs G&O will charge for services the City provides to developers. The staff has carefully reviewed these provisions, asked clarifying questions, and supports this fee schedule.

### **Requested Action:**

Authorize the Mayor to sign Engineering Addendum #2.



May 14, 2008

Ms. Busse Nutley  
City of McCleary  
100 S 3rd  
McCleary, Washington 98557

SUBJECT: ADDENDUM #2 FOR PROFESSIONAL ENGINEERING SERVICES  
CONTRACT DATED APRIL 2008, CITY OF McCLEARY,  
GRAYS HARBOR COUNTY, WASHINGTON  
G&O #20082.35

Dear Ms. Nutley:

We are pleased to present you with this proposal to provide engineering and developer plan review services.

It is our understanding that the City will require Gray and Osborne, Inc. to attend pre application meetings for new developments, provide plat and utility design plan review to confirm the developer is conforming to City, County and State standards, attend pre construction meetings and provide part time construction inspection services. In addition to these services, the City may also require engineering reviews of previously developed studies, letter reports, planning documents, construction standards and development proposals that do not fit the standard type of plat application and review parameters.

The following fee schedule has been developed to provide a budget cost for the general type of engineering tasks we expect will be required by the City of McCleary staff. These budget costs and the associated scope of work could be used by the Mayor or the City Manager, if the City so desires, to authorize Gray and Osborne, Inc. to perform the engineering services outlined below.

**Task 1 – Environmental and Permitting**

Prepare SEPA Checklist and DNS (City will be lead agency).

\$400 to \$800 depending on the complexity of the project

Ms. Busse Nutley  
May 14, 2008  
Page 2

**Task 2 – On-Site Inspection**

Provide an on-site inspector to provide guidance and direction to City of McCleary staff during utility and road construction by developer's contractor.

\$600 to \$800 per day

**Task 3 – Boundary Line Adjustment (BLA) Review**

Provide a review of BLA survey documents for compliance with City, State and County Requirements.

\$600 per review

**Task 4 – Preliminary Plat Review**

Provide a review of preliminary plat survey documents for compliance with City, State and County Requirements.

\$800 per review (less than 10 lots)  
\$1,000 per review (10 lots to 30 lots)  
\$1,200 per review (over 30 lots)

**Task 5 – Final Plat Review**

Provide a review of final plat survey documents, lot closure calculations, easements, CC&R's and maintenance agreements for compliance with City, State and County Requirements.

\$1,200 per review (less than 10 lots)  
\$1,500 per review (10 lots to 30 lots)  
\$2,000 per review (over 30 lots)

Ms. Busse Nutley  
May 14, 2008  
Page 3

#### **Task 6 – Utility and Roadway Construction Plan Review for Subdivisions**

Provide a review of SEPA documents, Stormwater Design Reports, Traffic Studies, construction drawings, and draft CC&R's for compliance with City, State and County Requirements. Provide review letter with recommendations to City Staff.

\$1,500 per review (less than 10 lots)\*  
\$2,000 per review (10 lots to 30 lots)\*  
\$2,500 per review (over 30 lots)\*

\*Additional costs may be incurred if multiple review letters are required due to developer engineer not complying with initial review comments, or site specific complexities (geotechnical issues, pump stations, etc.).

#### **Task 7 – Pre application Meetings / Preconstruction Meetings for Subdivisions**

Attend, provide agenda (or pre application checklist) and direct meeting with City staff and applicant. Provide meeting minutes as required.

\$250 per meeting

#### **Task 8 – Submittal Review for Subdivisions**

Provide a review of material submittal from developer's contractor / materials supplier for compliance with City, State and County Requirements. Provide review letter to developer.

\$500 for all reviews necessary to obtain a submittal package that meets all City requirements.

#### **Task 9 – Miscellaneous Report Review**

Provide a review of letter reports, planning documents, Design Reports, Traffic Studies, and other miscellaneous reports. Provide a review comment letter to City Staff.

\$250 to \$500 per review based on project complexity.

#### **TERMS AND CONDITIONS**

This work will be completed under the terms and conditions of the current General Engineering Services Contract dated April 2008. The Engineer shall have the opportunity

Ms. Busse Nutley  
May 14, 2008  
Page 4

to evaluate and revise the costs outlined herein on an annual basis. These services shall be billed on an hourly basis, at the not to exceed cost listed herein.

We request that you review the above scope of work and associated fees. If both the scope of work and the fees are acceptable, please sign as indicated below and return one original copy of this letter to our Seattle office with the signed authorization for Gray & Osborne, Inc. to perform the above-described engineering work once we are given written authorization to perform any of the tasks outlined herein.

Please call me at (360) 292-7481 if you have any questions regarding this proposal.

Very truly yours,

GRAY & OSBORNE, INC.

Jon Hinton, P.E.

JDH/sn  
Encl.

**AUTHORIZATION TO PROCEED**

**CITY OF McCLEARY – CITY ENGINEERING SERVICES**

I hereby authorize Gray & Osborne, Inc., to proceed with the engineering work as described above, under the terms and conditions of our current General Engineering Services Contract, dated April 2008, and for a cost not to exceed the amount indicated for each task authorized in writing or by email from the City of McCleary.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator   
Date: May 23, 2008  
Re: Engineering Contract Addendum #3

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Two very important Capital Improvement Programs will be presented to you for adoption in June: Comprehensive Park and Recreation Plan and Six-Year Street Plan. We need our engineer to prepare and/or review these plans to assure that the costs are correct. The proposed scope and budget will be available at the Council meeting.

**Requested Action:**

Authorize the Mayor to sign Engineering Contract Addendum #3.

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator  
Date: May 23, 2008  
Re: Increase in Legal Retainer

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The retainer for legal services was not increased at the adoption of the budget. The Mayor is recommending that the retainer be increased by the same amount as non-union staff. This is based on a CPI figure, that is 3.4% for 2008. The current retainer is \$44,520 per year. The increase is \$1,513.68, to \$46,033.68.

The monthly payment will increase from \$3,710.00 to \$3,836.14. To make up for the past four months, an additional \$508.88 should be included in the next payment.

### Requested Action:

Approve an increase in the retainer for legal fees for 2008 from \$3,710.00 to \$3,836.14 per month, retroactive to January 1, 2008. A one-time lump sum payment of \$508.88 will cover the January through April period.

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator   
Date: May 23, 2008  
Re: Mutual Aid with GH County Sheriff

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The Sheriff requested a mutual aid agreement with McCleary in 2003. He recently discovered that McCleary had not signed the agreement. When Dan reviewed it, he noticed that it was no longer up-to-date with some WCIA standards and requested some amendments from the County. When he checked with the Prosecutor, he was told that because of other pressing issues, the amendments would not be completed in time for the May 28 Council meeting. Because these amendments are technical/legal issues and do not affect the overall purpose of the agreement, we are requesting that you authorize the Mayor to sign the agreement when the amendments have been completed to his/Dan's satisfaction.

### **Requested Action:**

Authorize the Mayor to sign an amended agreement for mutual aid with the Grays Harbor County Sheriff, when the contract meets with his approval.



*Grays Harbor County Sheriff's Department*

MICHAEL J. WHELAN, Sheriff

CITY OF MCCLEARY

MAY 12 2008

RECEIVED

May 5, 2008

Chief George Crumb  
McCleary Police Department  
100 South Third  
McCleary, Washington 98557

Dear Chief Crumb:

Enclosed with this letter find a copy of our local Grays Harbor County Law Enforcement Mobilization Plan. In 2003 six law enforcement agencies in Grays Harbor County signed on as participants in this plan. Those agencies are Grays Harbor County, Ocean Shores, Aberdeen, Hoquiam, Montesano and Elma. We did not receive a signed agreement from your agency.

I am asking that you revisit this topic with your Mayor and City Council in the hope that all law enforcement agencies in Grays Harbor County will be participants in this agreement and plan. Please let me know if you have any questions on this topic. Thank you for your consideration of this request.

Sincerely,

MICHAEL J. WHELAN, Sheriff  
Grays Harbor County

MJW:jm

Enclosure

**INTERLOCAL COOPERATIVE AGREEMENT  
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION  
BETWEEN THE CITIES OF ABERDEEN, COSMOPOLIS, ELMA, HOQUIAM,  
MCCLEARY, MONTESANO, OAKVILLE, OCEAN SHORES, WESTPORT AND  
GRAYS HARBOR COUNTY.**

1. **DATE AND PARTIES.** This Agreement is dated, for reference purposes only, the 14th day of February 2003, and is entered into by and municipal corporations or towns organized or created under the laws of the State of Washington and the Sheriff's Office of Grays Harbor County.

2. **AUTHORITY AND AGREEMENT.** This Agreement is entered into as an interlocal agreement pursuant to the Interlocal Cooperation Act as codified in Chapter 39.34 of the Revised Code of Washington, specifically RCW 39.34.080.

3. **PURPOSE OF THE AGREEMENT.** Each party has the power, authority and responsibility to provide police protection for its citizens within its boundaries. On occasion, demand for law enforcement services within a city of the county may exceed that department's ability to respond in a timely manner. When that occurs, the police department or departments of other cities of the county may be capable of providing backup law enforcement services. In order to fulfill their respective obligations to their citizens, the parties are desirous of providing backup law enforcement services to each other under the terms and conditions set forth below.

4. **MUTUAL AID LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability, furnish mutual aid law enforcement services to, and at the request of, any other party whose police department is taxed beyond its ability to respond and render law enforcement services in a timely manner. A request for mutual aid law enforcement services shall, if possible, specify the number of police officers or deputies and types of equipment required, and shall further specify where and to whom such officers or deputies are to report or where and to whom equipment should be delivered. Each city and the county shall confer police authority on those police officers from other jurisdictions providing mutual aid law enforcement services and enforcing the requesting departments ordinances. The mutual aid officers shall proceed at the direction of the requesting departments Police Chief, Sheriff or their designee. If, in the exercise of its discretion, the responding department determines that its own police department does not provide the requested mutual aid services, then such department shall immediately notify the requesting department of the formers inability to respond. The responding department shall be the sole judge of its police department's ability to respond and assumes no liability for declining to respond. The requesting department shall replace supplies needed and/or used by mutual aid officers or deputies, including food, gas, and tear or CS gas.

5. SERVICES INCLUDED. For purposes of this Agreement, mutual aid law enforcement services shall mean supplemental response to assist at least one officer from the primary agency. Such services will typically be of a first responder type of service such as patrol response. Mutual aid law enforcement services shall also mean the provision of law enforcement equipment to a requesting department. The requesting department will be responsible for repairing or replacing lost or damaged equipment provided under this agreement.
6. RELEASE OF MUTUAL AID SERVICES. At the discretion of the requesting department's Police Chief or Sheriff, or their designee, any mutual aid officers or deputies shall withdraw from the jurisdiction when requested. Mutual aid officers or deputies shall be released by the requesting department as soon as their services are no longer required or when the mutual aid officers or deputies are needed within their normal jurisdiction of operation.
7. TERM. This Agreement shall be effective on the 14th day of February 2003, for one (1) year regardless of the date of execution and shall be automatically renewed each successive year. Any party may terminate its participation in this Agreement by giving 60 days notice of termination to the other parties hereto.
8. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other.
9. INDEMNITY AND HOLD HARMLESS. Each city and county which is a party to this Agreement hereby agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature from whatever cause arising out of or connected with the performance of this Agreement, and to indemnify and hold the other cities and the county and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that city's and their county's employees, of this Agreement. All liability for salaries, wages, workers compensation benefits and other compensation of law enforcement officers shall be that of their respective employers.
10. GOVERNING BODY. A joint board consisting of the Police Chief of each named municipality and the Grays Harbor County Sheriff shall administer this Agreement. Meetings may be called upon the request of any 3 board members with 7 days minimum notice.
11. COUNTERPARTS. This Agreement shall be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
12. MODIFICATION. The parties may amend, modify, or supplement this Agreement only by written agreement executed by the parties hereto.

13. MERGER AND ENTIRE AGREEMENT. This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes and entire contract between the parties.

Signature page immediately following. (nine original pages to be signed by each agency listed. Each agency will then receive one original page once all agencies have signed)

**INTERLOCAL COOPERATIVE AGREEMENT  
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION  
BETWEEN THE CITIES OF ABERDEEN, COSMOPOLIS, ELMA, HOQUIAM,  
MCCLEARY, MONTESANO, OAKVILLE, OCEAN SHORES, WESTPORT AND  
GRAYS HARBOR COUNTY.**

**City of Aberdeen**

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

**City of Montesano**

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

**City of Cosmopolis**

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

**City of Oakville**

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

**City of Elma**

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

**City of Ocean Shores**

By: \_\_\_\_\_  
Chief of Police

**City of Hoquiam**

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

**City of Westport**

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

**City of McCleary**

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

**County of Grays Harbor**

By: \_\_\_\_\_  
Grays Harbor County Sheriff