



# McCleary City Council

## PROPOSED AGENDA

**January 27<sup>th</sup>, 2010**

### 7:00 Council Meeting

Flag Salute  
Roll Call  
Minutes  
Public Comment  
Mayor's Report

Appointments  
Chamber of Commerce Meeting  
MeGlemre Meeting  
Power Outage  
Meeting – Mark Reed Hospital Administrator

Staff Reports: Financial Report – December 2009

Ordinances:

Old Business: Gravel Pit Annexation/Boundary Review Board  
Le Mays Contract

New Business: Park and Ride Lot - Overnight Parking Issue

Resolutions:

Vouchers  
Mayor/Council Comments  
Public Comment  
Executive Session  
Adjournment

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

Please Turn Off Cell Phones – Thank You

**CITY OF MCCLEARY**  
**Regular City Council Meeting**  
**January 13, 2010**

REGULAR MEETING	Called to order by Mayor Dent
FLAG SALUTE	The meeting was called to order at 7:00 PM with the Flag Salute.
ROLL CALL	Mayor Gary Dent, Councilmember's Ator, Schiller, and Lant.
ABSENT	Councilmember Boling was absent. One vacancy remains on the council.
MOTION	It was moved by Councilmember Lant and seconded by Councilmember Schiller to excuse Councilmember Boling from the meeting. Motion Carried.
STAFF PRESENT	City Attorney Dan Glenn, City Clerk/Treasurer Collins, Police Chief Crumb, Engineer Nick Bird, Public Facilities Manager Todd Baun, and staff members Christiane Mercer, Colin Mercer, Mick Schlenker, John Allardin, Jon Ehresmann, and Police Officer Randy Bunch.
MINUTES APPROVED	It was moved by Councilmember Lant and seconded by Councilmember Ator to approve the minutes from the December 9, 2009 meeting. Motion Carried.
PUBLIC COMMENT	None.
MAYOR'S REPORT	<p>An audit for 2008 was finalized and the exit audit interview took place this week with no findings.</p> <p>The City is in a deeper state of debt than previously reported. The Mayor put a stop work order on the Simpson Sidewalk Project. The project is running over it's original engineering cost, and the Mayor wants to review it further before moving forward.</p> <p>The Mayor is concerned about the possibility of the Mark Reed Hospital moving to Elma. The newspaper stated County Commissioner Willis endorses the move. Mayor Dent will meet to discuss the issue of the job base moving, considering the possibility of the Simpson Mill being able to move or close, if they choose. The hospital is part of the employment base for McCleary residents. The voters would not be able to vote on the hospital moving and the Mayor is concerned about the long-term obligations the citizens may have to pay if the hospital moves. He believes we shouldn't have to pay if we have no choice in it moving or staying.</p>
STAFF REPORT	Attorney Dan Glenn stated we should set a date for the closing of the vacant position. The school district sign is on City property and it would be fair to ask them to post city announcements such as this vacancy.
MOTION TO CLOSE COUNCIL VACANCY	A vacancy remains on the City Council. The Mayor asked to wait until the next meeting to close the vacancy. It was moved by Councilmember Lant and seconded by Councilmember Schiller to close the application period for the open Council vacancy on January 28, 2010 and to select someone at the February 10, 2010 meeting. Motion Carried.
ORDINANCE NO. 765	The Mayor would like to change the title of City Administrator back to Director of Public Works. It was moved by Councilmember Lant and seconded by Councilmember Ator to approve Ordinance No. 765 relating to governmental operation; amending the following sections of the municipal code: 2.08.010, 2.08.020, each as last amended by Ordinance 742; and providing an effective date. Roll Call Taken. Ordinance Adopted.
LEMAYS	Lemay's is not imposing any garbage rate increases for 2010. Mr. Cox was in the audience and spoke to the Council stating there will not be an increase until 2012. They will be addressing yard waste containers in the near future. The Mayor asked Councilmembers to read the proposed contract in their packets.
CAPITAL IMPROVEMENT PLAN	In the council packets is a CIP proposal from Eicon Associates for review.
GRAY & OSBORNE UPDATE	Included in the packet was a list of contract amendments and status of work.

REVIEW ORDINANCE NO. 664 Ordinance 664 from January 27, 1999 is included in the packet for review. It is an Ordinance granting the petition to vacate certain portions of the right-of-way of 2nd street upon certain conditions: providing for voidness in the event of the non-occurrence of certain events; and establishing effective date.

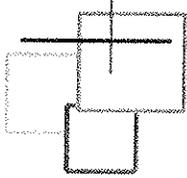
EXECUTIVE SESSION At 7:29 pm, a motion was made by Councilmember Schiller seconded by Councilmember Lant to have an executive session to discuss a candidate for the position of Director of Public Works. The meeting should last 10 minutes.

The Executive Session ended at 7:37 pm. The Regular Council meeting resumed.

APPROVAL OF VOUCHERS It was moved by Councilmember Schiller, seconded by Councilmember Lant to approve the vouchers. Motion Carried.

PUBLIC COMMENT None.

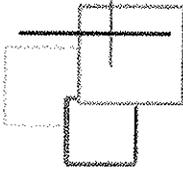
ADJOURNMENT At 7:39 pm, it was moved by Councilmember Lant seconded by Councilmember Ator to adjourn the meeting. Motion Carried.



# Revenue

2009 - December

Account Number	Description	Period	FY-09	Budget	% of Total	Balance
001-000-000-000-00-00-00	Fund Number Description					
001-000-000-300-00-00-00	Revenue					
001-000-000-308-00-00-00	Beginning Net Cash	\$0.00	\$125,639.19	\$200,000.00	62.82 %	\$74,360.81
001-000-000-308-10-00-00	Beginning Investments	\$0.00	\$192,016.79	\$190,000.00	101.06 %	(\$2,016.79)
001-000-000-310-00-00-00	Taxes					
001-000-000-311-00-00-00	General Property Taxes					
001-000-000-311-10-00-00	Real & Personal Property Tax	\$542.80	\$112,431.78	\$143,700.00	78.24 %	\$31,268.22
001-000-000-311-11-00-00	Special Levy Property Tax	\$0.00	\$4.88	\$15.00	32.53 %	\$10.12
	<b>Total General Property Taxes</b>	<b>\$542.80</b>	<b>\$112,436.66</b>	<b>\$143,715.00</b>	<b>78.24 %</b>	<b>\$31,278.34</b>
001-000-000-312-00-00-00	Timber Harvest Taxes					
001-000-000-312-10-00-00	Private Harvest Tax	\$0.00	\$418.78	\$1,250.00	33.50 %	\$831.22
	<b>Total Timber Harvest Taxes</b>	<b>\$0.00</b>	<b>\$418.78</b>	<b>\$1,250.00</b>	<b>33.50 %</b>	<b>\$831.22</b>
001-000-000-313-00-00-00	Retail Sales and Use Taxes					
001-000-000-313-10-00-00	Retail Sales And Use Tax					
001-000-000-313-70-00-00	Local Retail Sales and Use Tax - Public Safety	\$7,646.08	\$136,425.20	\$78,000.00	174.90 %	(\$58,425.20)
001-000-000-313-71-00-00	C. J. Sales Tax From County	\$1,343.34	\$16,601.60	\$15,000.00	110.68 %	(\$1,601.60)
	<b>Total Local Retail Sales and Use Tax - Public Safety</b>	<b>\$1,343.34</b>	<b>\$16,601.60</b>	<b>\$15,000.00</b>	<b>110.68 %</b>	<b>(\$1,601.60)</b>
001-000-000-316-00-00-00	Total Retail Sales and Use Taxes	\$8,989.42	\$153,026.80	\$93,000.00	164.54 %	(\$60,026.80)
001-000-000-316-40-00-00	Business and Occupation Taxes					
001-000-000-316-43-00-00	Business and Occupation Taxes on Private Utilities					
001-000-000-316-43-00-00	Natural Gas	\$720.17	\$11,853.88	\$12,500.00	94.83 %	\$646.12
001-000-000-316-46-00-00	Television Cable	\$0.00	\$23,598.02	\$20,000.00	117.99 %	(\$3,598.02)
001-000-000-316-47-00-00	Telephone Tax	\$0.00	\$5,227.56	\$13,000.00	40.21 %	\$7,772.44
001-000-000-316-47-10-00	Cellular Telephone Tax	\$3,874.53	\$48,260.61	\$17,000.00	283.89 %	(\$31,260.61)
	<b>Total Business and Occupation Taxes on Private Utilities</b>	<b>\$4,594.70</b>	<b>\$88,940.07</b>	<b>\$62,500.00</b>	<b>142.30 %</b>	<b>(\$26,440.07)</b>
001-000-000-316-70-00-00	Taxes Billed to Customer of Government's Utility					



# Revenue

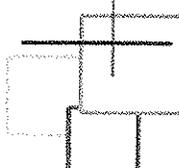
2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
001-000-000-316-79-00-00	Other Utility Taxes-6%	\$12,535.09	\$194,258.46	\$198,000.00	98.11 %	\$3,741.54
	<b>Total Taxes Billed to Customer of Governments's Utility</b>	\$12,535.09	\$194,258.46	\$198,000.00	98.11 %	\$3,741.54
001-000-000-318-34-00-00	Reet Capital Account	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Other Taxes</b>	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-320-00-00-00	Licenses and Permits	\$26,662.01	\$549,080.77	\$498,465.00	110.15 %	(\$50,615.77)
001-000-000-322-00-00-00	Non-Business Licenses and Permits	\$120.00	\$11,549.50	\$50,000.00	23.10 %	\$38,450.50
	Building Permits	\$0.00	\$125.00	\$2,000.00	6.25 %	\$1,875.00
	Platting Fees, Etc.	\$154.63	\$8,949.72	\$30,000.00	29.83 %	\$21,050.28
	Review Fees	\$0.00	\$271.00	\$8,000.00	3.39 %	\$7,729.00
	Special Inspection Fees	\$0.00	\$170.00	\$150.00	113.33 %	(\$20.00)
	Animal Licenses	\$274.63	\$21,065.22	\$90,150.00	23.37 %	\$69,084.78
	<b>Total Non-Business Licenses and Permits</b>	\$274.63	\$21,065.22	\$90,150.00	23.37 %	\$69,084.78
001-000-000-330-00-00-00	Licenses and Permits	\$274.63	\$21,065.22	\$90,150.00	23.37 %	\$69,084.78
001-000-000-331-00-00-00	Intergovernmental Revenues					
	Direct Federal Grants	\$0.00	\$0.00	\$0.00		\$0.00
	Direct Federal Grants	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Direct Federal Grants</b>	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-336-00-00-00	State Entitlements, Impact Payments and Taxes					
	Moter Vehicle Fuel Tax - Highway Purposes	\$3,076.80	\$29,181.44	\$30,000.00	97.27 %	\$818.56
	City Assistance	\$3,076.80	\$29,181.44	\$30,000.00	97.27 %	\$818.56
	<b>Total Moter Vehicle Fuel Tax - Highway Purposes</b>	\$3,076.80	\$29,181.44	\$30,000.00	97.27 %	\$818.56

# Revenue

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
<b>001-000-000-336-06-20-00</b>	<b>Criminal Justice - Cities - High</b>					
	<b>Crime</b>					
001-000-000-336-06-21-00	Crim. Just. Pop	\$0.00	\$1,000.00	\$1,200.00	83.33 %	\$200.00
001-000-000-336-06-26-00	Cj-Cted Programs 1-3	\$0.00	\$1,280.39	\$1,300.00	98.49 %	\$19.61
	<b>Total Criminal Justice - Cities - High</b>	<b>\$0.00</b>	<b>\$2,280.39</b>	<b>\$2,500.00</b>	<b>91.22 %</b>	<b>\$219.61</b>
	<b>Crime</b>					
001-000-000-336-06-51-00	Dui Cities	\$0.00	\$508.66	\$400.00	127.17 %	(\$108.66)
001-000-000-336-06-94-00	Liquor Excise Tax	\$0.00	\$10,311.82	\$7,500.00	137.49 %	(\$2,811.82)
001-000-000-336-06-95-00	Liquor Board Profits	\$2,263.82	\$7,986.97	\$10,000.00	79.87 %	\$2,013.03
	<b>Total State Entitlements, Impact</b>	<b>\$5,340.62</b>	<b>\$50,269.28</b>	<b>\$50,400.00</b>	<b>99.74 %</b>	<b>\$130.72</b>
	<b>Payments and Taxes</b>					
001-000-000-337-00-00-00	Interlocal Grants, Entitlements,					
	Payments, and Tax					
001-000-000-337-07-00-00	Interlocal Grants	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Interlocal Grants, Entitlements,</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Payments, and Tax</b>					
001-000-000-338-00-00-00	Intergovernmental Service					
	<b>Revenues</b>					
001-000-000-338-22-00-00	Rural Fire Dist. #12	\$4,202.50	\$8,405.00	\$8,405.00	100.00 %	\$0.00
001-000-000-338-32-00-00	Mason County Rural Fire Dist.	\$0.00	\$735.00	\$735.00	100.00 %	\$0.00
	<b>Total Intergovernmental Service</b>	<b>\$4,202.50</b>	<b>\$9,140.00</b>	<b>\$9,140.00</b>	<b>100.00 %</b>	<b>\$0.00</b>
	<b>Revenues</b>					
001-000-000-340-00-00-00	Intergovernmental Revenues	\$9,543.12	\$59,409.28	\$59,540.00	99.78 %	\$130.72
001-000-000-341-00-00-00	Charges for Goods and Services					
	<b>General Government</b>					
001-000-000-341-60-00-00	Printing & Duplicating Service	\$0.00	\$195.73	\$300.00	65.24 %	\$104.27
	<b>Total General Government</b>	<b>\$0.00</b>	<b>\$195.73</b>	<b>\$300.00</b>	<b>65.24 %</b>	<b>\$104.27</b>
001-000-000-343-00-00-00	Physical Environment					
001-000-000-343-90-00-00	Other Fees and Charges for					
	<b>Services</b>					
001-000-000-343-93-00-00	Animal Control & Shelter	\$0.00	\$75.00	\$100.00	75.00 %	\$25.00



# Revenue

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
	<b>Total Other Fees and Charges for Services</b>	\$0.00	\$75.00	\$100.00	75.00 %	\$25.00
	<b>Total Physical Environment Economic Environment</b>	\$0.00	\$75.00	\$100.00	75.00 %	\$25.00
001-000-000-345-00-00-00	Economic Environment					
001-000-000-345-80-00-00	Planning and Development Services					
001-000-000-345-85-00-00	Fire Mitigation Fees	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Planning and Development Services</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Economic Environment</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Charges for Goods and Services</b>	\$0.00	\$270.73	\$400.00	67.68 %	\$129.27
001-000-000-350-00-00-00	Fines and Penalties					
001-000-000-352-00-00-00	Civil Penalties					
001-000-000-352-90-00-00	Municipal Court	\$2,253.78	\$21,923.60	\$30,000.00	73.08 %	\$8,076.40
001-000-000-352-90-10-00	Nsf Fines	\$64.00	\$640.00	\$800.00	80.00 %	\$160.00
	<b>Total Civil Penalties</b>	\$2,317.78	\$22,563.60	\$30,800.00	73.26 %	\$8,236.40
	<b>Total Fines and Penalties</b>	\$2,317.78	\$22,563.60	\$30,800.00	73.26 %	\$8,236.40
001-000-000-360-00-00-00	Miscellaneous Revenues					
001-000-000-361-00-00-00	Interest and Other Earnings					
001-000-000-361-10-00-00	Total Investment Interest					
001-000-000-361-11-00-00	Interest Earnings - Investment	\$281.54	\$8,363.10	\$20,400.00	41.00 %	\$12,036.90
	<b>Total Total Investment Interest</b>	\$281.54	\$8,363.10	\$20,400.00	41.00 %	\$12,036.90
001-000-000-361-40-00-00	Interest-Prop. Tax/real Estate	\$20.92	\$482.04	\$800.00	60.26 %	\$317.96
	<b>Total Interest and Other Earnings</b>	\$302.46	\$8,845.14	\$21,200.00	41.72 %	\$12,354.86
001-000-000-362-00-00-00	Rent - Cell Tower	\$0.00	\$9,556.63	\$11,500.00	83.10 %	\$1,943.37
001-000-000-367-00-00-00	Donations From Private Sources	\$0.00	\$0.00	\$100.00	0.00 %	\$100.00
001-000-000-369-00-00-00	Other Miscellaneous Revenues					
001-000-000-369-10-00-00	Surplus/junk Sale	\$0.00	\$0.00	\$150.00	0.00 %	\$150.00
001-000-000-369-90-00-00	Other Miscellaneous Revenue	\$0.00	\$220.00	\$1,500.00	14.67 %	\$1,280.00
	<b>Total Other Miscellaneous Revenues</b>	\$0.00	\$220.00	\$1,650.00	13.33 %	\$1,430.00

# Revenue

2009 - December

Account Number	Description	Period	Fiscal	Summit	% of Total	Balance
<b>Total</b>	<b>Miscellaneous Revenues</b>	<b>\$302.46</b>	<b>\$18,621.77</b>	<b>\$34,450.00</b>	<b>54.05 %</b>	<b>\$15,828.23</b>
001-000-000-380-00-00-00	Nonrevenues					
001-000-000-382-00-00-00	Proceeds of Long-Term Debt-Proprietary Funds Only					
001-000-000-382-80-00-00	Intergovernmental Loan Proceeds	\$0.00	\$15,000.00	\$0.00		(\$15,000.00)
<b>Total</b>	<b>Proceeds of Long-Term Debt-Proprietary Funds Only</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>\$0.00</b>		<b>(\$15,000.00)</b>
001-000-000-386-00-00-00	Agency Deposits	\$1,340.27	\$15,398.33	\$0.00		(\$15,398.33)
001-000-000-389-00-00-00	Other Non-Revenues	\$280.00	\$17,188.98	\$0.00		(\$17,188.98)
<b>Total</b>	<b>Nonrevenues</b>	<b>\$1,620.27</b>	<b>\$47,587.31</b>	<b>\$0.00</b>		<b>(\$47,587.31)</b>
<b>Total</b>	<b>Revenue</b>	<b>\$40,720.27</b>	<b>\$1,036,254.66</b>	<b>\$1,103,805.00</b>	<b>93.88 %</b>	<b>\$67,550.34</b>
<b>Total</b>	<b>Fund Number Description</b>	<b>\$40,720.27</b>	<b>\$1,036,254.66</b>	<b>\$1,103,805.00</b>	<b>93.88 %</b>	<b>\$67,550.34</b>
002-000-000-000-00-00-00	Current Expense Reserve Fund					
002-000-000-300-00-00-00	Revenue					
002-000-000-308-00-00-00	Beginning Investment	\$0.00	\$0.00	\$0.00		\$0.00
002-000-000-360-00-00-00	Miscellaneous Revenues					
002-000-000-361-00-00-00	Interest and Other Earnings					
002-000-000-361-10-00-00	Total Investment Interest					
002-000-000-361-11-00-00	Interest ON Investments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Total Investment Interest</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Interest and Other Earnings</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Miscellaneous Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
002-000-000-380-00-00-00	Nonrevenues					
002-000-000-389-00-00-00	Transfer From Operating Fund	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Nonrevenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Current Expense Reserve Fund</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
101-000-000-000-00-00-00	Park & Cemetery Fund					
101-000-000-300-00-00-00	Revenue					
101-000-000-308-00-00-00	Beginning Net Cash	\$0.00	\$25,248.56	\$17,000.00	148.52 %	(\$8,248.56)

# Revenue

2009 - December

Account Number	Description	Period	Actual	Budget	% of Total	Variance
101-000-000-308-10-00-00	Beginning Investments	\$0.00	\$65,675.61	\$65,000.00	101.04 %	(\$675.61)
101-000-000-310-00-00-00	Taxes					
101-000-000-311-00-00-00	General Property Taxes					
101-000-000-311-10-00-00	Real & Personal Property	\$42,628.71	\$102,850.42	\$66,000.00	155.83 %	(\$36,850.42)
	Total General Property Taxes	\$42,628.71	\$102,850.42	\$66,000.00	155.83 %	(\$36,850.42)
	Total Taxes					
101-000-000-330-00-00-00	Intergovernmental Revenues					
101-000-000-337-00-00-00	Interlocal Grants	\$14,652.26	\$30,730.64	\$60,940.00	50.43 %	\$30,209.36
	Total Intergovernmental Revenues	\$14,652.26	\$30,730.64	\$60,940.00	50.43 %	\$30,209.36
101-000-000-340-00-00-00	Charges for Goods and Services					
101-000-000-343-00-00-00	Physical Environment					
101-000-000-343-60-00-00	Cemetery Fees	\$1,344.00	\$2,863.78	\$3,500.00	81.82 %	\$636.22
	Total Physical Environment	\$1,344.00	\$2,863.78	\$3,500.00	81.82 %	\$636.22
101-000-000-360-00-00-00	Charges for Goods and Services					
101-000-000-361-00-00-00	Miscellaneous Revenues	\$1,344.00	\$2,863.78	\$3,500.00	81.82 %	\$636.22
101-000-000-361-10-00-00	Interest and Other Earnings					
	Interest Earnings - Investment	\$33.66	\$390.59	\$1,200.00	32.55 %	\$809.41
	Total Interest and Other Earnings	\$33.66	\$390.59	\$1,200.00	32.55 %	\$809.41
101-000-000-362-00-00-00	Rents, Leases and Concessions					
101-000-000-362-10-00-00	Cemetery - Opening Lot Urns	\$0.00	\$403.00	\$500.00	80.60 %	\$97.00
101-000-000-362-40-00-00	Rent - Community Center	\$550.00	\$3,345.00	\$3,500.00	95.57 %	\$155.00
	Total Rents, Leases and Concessions	\$550.00	\$3,748.00	\$4,000.00	93.70 %	\$252.00
101-000-000-367-00-00-00	Donations Private Source	\$0.00	\$0.00	\$100.00	0.00 %	\$100.00
101-000-000-369-00-00-00	Other Miscellaneous Revenues					
101-000-000-369-90-00-00	Other Miscellaneous Revenue	\$0.00	\$11,985.39	\$500.00	2,397.08 %	(\$11,485.39)
	Total Other Miscellaneous Revenues	\$0.00	\$11,985.39	\$500.00	2,397.08 %	(\$11,485.39)
101-000-000-380-00-00-00	Miscellaneous Revenues	\$583.66	\$16,123.98	\$5,800.00	278.00 %	(\$10,323.98)
101-000-000-381-00-00-00	Nonrevenues					
	Interfund Loan Receipts					

# Revenue

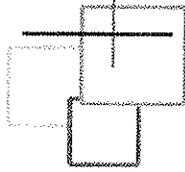
2009 - December

Account Number	Description	Period	Total	Balance	AD Total	Balance
101-000-000-381-10-00-00	Intercal Loans Received	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Interfund Loan Receipts</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
101-000-000-388-00-00-00	Other Increases in Net Cash and Investments					
101-000-000-388-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Other Increases in Net Cash and Investments</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
101-000-000-389-00-00-00	Other Non-Revenues	\$3,145.99	\$6,645.22	\$0.00		(\$6,645.22)
<b>Total</b>	<b>Nonrevenues</b>	<b>\$3,145.99</b>	<b>\$6,645.22</b>	<b>\$0.00</b>		<b>(\$6,645.22)</b>
101-000-000-390-00-00-00	Other Financing Sources					
101-000-000-397-00-00-00	Transfer In--Reet	\$0.00	\$93,900.00	\$30,000.00	313.00 %	(\$63,900.00)
<b>Total</b>	<b>Other Financing Sources</b>	<b>\$0.00</b>	<b>\$93,900.00</b>	<b>\$30,000.00</b>	<b>313.00 %</b>	<b>(\$63,900.00)</b>
<b>Total</b>	<b>Revenue</b>	<b>\$62,354.62</b>	<b>\$344,038.21</b>	<b>\$248,240.00</b>	<b>138.59 %</b>	<b>(\$95,798.21)</b>
102-000-000-000-00-00-00	Street Fund	\$62,354.62	\$344,038.21	\$248,240.00	138.59 %	(\$95,798.21)
102-000-000-300-00-00-00	Revenue					
102-000-000-308-00-00-00	Beginning Net Cash	\$0.00	\$95,524.48	\$120,000.00	79.60 %	\$24,475.52
102-000-000-308-10-00-00	Beginning Investment	\$0.00	\$161,702.07	\$160,000.00	101.06 %	(\$1,702.07)
<b>Total</b>	<b>Taxes</b>					
102-000-000-311-00-00-00	General Property Taxes					
102-000-000-311-10-00-00	Real And Personal Property Tax	\$41.75	\$8,648.60	\$10,750.00	80.45 %	\$2,101.40
<b>Total</b>	<b>General Property Taxes</b>	<b>\$41.75</b>	<b>\$8,648.60</b>	<b>\$10,750.00</b>	<b>80.45 %</b>	<b>\$2,101.40</b>
<b>Total</b>	<b>Taxes</b>	<b>\$41.75</b>	<b>\$8,648.60</b>	<b>\$10,750.00</b>	<b>80.45 %</b>	<b>\$2,101.40</b>
102-000-000-320-00-00-00	Licenses and Permits					
102-000-000-322-00-00-00	Non-Business Licenses and Permits					
102-000-000-322-40-00-00	Street And Curb Permits	\$0.00	\$338.00	\$0.00		(\$338.00)
<b>Total</b>	<b>Non-Business Licenses and Permits</b>	<b>\$0.00</b>	<b>\$338.00</b>	<b>\$0.00</b>		<b>(\$338.00)</b>
<b>Total</b>	<b>Licenses and Permits</b>	<b>\$0.00</b>	<b>\$338.00</b>	<b>\$0.00</b>		<b>(\$338.00)</b>

# Revenue

2009 - December

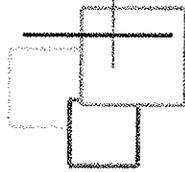
Account Number	Description	Period	Fiscal	Amount	YTD	Balance
102-000-000-330-00-00-00	Intergovernmental Revenues					
102-000-000-334-00-00-00	State Grants					
102-000-000-334-03-60-00	State Grant	\$0.00	\$904.27	\$196,000.00	0.46 %	\$195,095.73
102-000-000-334-03-80-00	Tib Grant 2009/sidewalks	\$5,688.77	\$53,018.40	\$0.00		(\$53,018.40)
	<b>Total State Grants</b>	<b>\$5,688.77</b>	<b>\$53,922.67</b>	<b>\$196,000.00</b>	<b>27.51 %</b>	<b>\$142,077.33</b>
102-000-000-336-00-00-00	State Entitlements, Impact Payments and Taxes					
102-000-000-336-00-87-00	Motor Vehicle Fuel Tax	\$2,926.38	\$33,828.40	\$38,000.00	89.02 %	\$4,171.60
	<b>Total State Entitlements, Impact Payments and Taxes</b>	<b>\$2,926.38</b>	<b>\$33,828.40</b>	<b>\$38,000.00</b>	<b>89.02 %</b>	<b>\$4,171.60</b>
102-000-000-337-00-00-00	Interlocal Grants	\$0.00	\$0.00	\$0.00		\$0.00
102-000-000-339-00-00-00	ARRA Grant	\$0.00	\$0.00	\$234,310.00	0.00 %	\$234,310.00
102-000-000-339-22-02-00	ARRA-WSDOT	\$0.00	\$0.00	\$234,310.00	0.00 %	\$234,310.00
	<b>Total ARRA Grant</b>	<b>\$8,615.15</b>	<b>\$87,751.07</b>	<b>\$468,310.00</b>	<b>18.74 %</b>	<b>\$380,558.93</b>
102-000-000-360-00-00-00	Total Intergovernmental Revenues					
102-000-000-361-00-00-00	Miscellaneous Revenues					
102-000-000-361-10-00-00	Interest and Other Earnings	\$82.88	\$961.69	\$2,800.00	34.35 %	\$1,838.31
	<b>Total Interest and Other Earnings</b>	<b>\$82.88</b>	<b>\$961.69</b>	<b>\$2,800.00</b>	<b>34.35 %</b>	<b>\$1,838.31</b>
102-000-000-369-00-00-00	Other Miscellaneous Revenues					
102-000-000-369-90-00-00	Other Miscellaneous Revenue	\$0.00	\$0.00	\$500.00	0.00 %	\$500.00
	<b>Total Other Miscellaneous Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>0.00 %</b>	<b>\$500.00</b>
102-000-000-380-00-00-00	Nonrevenues	\$82.88	\$961.69	\$3,300.00	29.14 %	\$2,338.31
102-000-000-388-00-00-00	Other Increases in Net Cash and Investments					
102-000-000-388-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Other Increases in Net Cash and Investments</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
102-000-000-389-00-00-00	Non-Revenues	\$3,544.98	\$9,739.57	\$0.00		(\$9,739.57)



# Revenue

2009 - December

Account Number	Description	Balance	Spa	Budget	% of Total	Balance
	<b>Total Nonrevenues</b>	<b>\$3,544.98</b>	<b>\$9,739.57</b>	<b>\$0.00</b>		<b>(\$9,739.57)</b>
	<b>Total Revenue</b>	<b>\$12,284.76</b>	<b>\$364,665.48</b>	<b>\$762,360.00</b>	<b>47.83 %</b>	<b>\$397,694.52</b>
	<b>Total Street Fund</b>	<b>\$12,284.76</b>	<b>\$364,665.48</b>	<b>\$762,360.00</b>	<b>47.83 %</b>	<b>\$397,694.52</b>
110-000-000-00-00-00	New Title					
110-000-000-300-00-00-00	Revenue					
110-000-000-308-00-00-00	Beginning Investment					
110-000-000-360-00-00-00	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00		\$0.00
110-000-000-361-00-00-00	Interest and Other Earnings					
110-000-000-361-10-00-00	Total Investment Interest					
110-000-000-361-11-00-00	Interest ON Investments	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Total Investment Interest</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total Interest and Other Earnings</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total Miscellaneous Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
110-000-000-380-00-00-00	Nonrevenues					
110-000-000-389-00-00-00	Transfer From Operating Fund	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Nonrevenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total New Title</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
120-000-000-000-00-00-00	Street Reserve Fund					
120-000-000-300-00-00-00	Revenue					
120-000-000-308-00-00-00	Beginning Investment	\$0.00	\$0.00	\$0.00		\$0.00
120-000-000-360-00-00-00	Miscellaneous Revenues					
120-000-000-361-00-00-00	Interest and Other Earnings					
120-000-000-361-10-00-00	Total Investment Interest					
120-000-000-361-11-00-00	Interest ON Investments	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Total Investment Interest</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total Interest and Other Earnings</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total Miscellaneous Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
120-000-000-380-00-00-00	Nonrevenues					



# Revenue

2009 - December

Account Number	Description	Period	Total	Budget	% of Total	Balance
120-000-000-389-00-00-00	Transfer From Operating Fund	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Nonrevenues</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Revenue</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Street Reserve Fund</b>	\$0.00	\$0.00	\$0.00		\$0.00
301-000-000-000-00-00-00	Excise Tax-Capital Projects					
301-000-000-300-00-00-00	Revenue	\$0.00	\$0.00	\$0.00		\$0.00
301-000-000-308-00-00-00	Beginning Net Cash					
301-000-000-310-00-00-00	Taxes	\$0.00	\$195,587.54	\$197,000.00	99.28 %	\$1,412.46
301-000-000-317-00-00-00	Excise Taxes					
301-000-000-317-30-00-00	Real Estate Excise Taxes					
301-000-000-317-34-00-00	1/4% Real Estate Excise Tax	\$0.00	\$11,011.42	\$10,000.00	110.11 %	(\$1,011.42)
	<b>Total Real Estate Excise Taxes</b>	\$0.00	\$11,011.42	\$10,000.00	110.11 %	(\$1,011.42)
	<b>Total Excise Taxes</b>	\$0.00	\$11,011.42	\$10,000.00	110.11 %	(\$1,011.42)
	<b>Total Taxes</b>	\$0.00	\$11,011.42	\$10,000.00	110.11 %	(\$1,011.42)
301-000-000-390-00-00-00	Other Financing Sources					
301-000-000-397-00-00-00	Transfers-In					
301-000-000-397-01-00-00	Transfer From Investments	\$0.00	\$93,900.00	\$0.00		(\$93,900.00)
	<b>Total Transfers-In</b>	\$0.00	\$93,900.00	\$0.00		(\$93,900.00)
	<b>Total Other Financing Sources</b>	\$0.00	\$93,900.00	\$0.00		(\$93,900.00)
	<b>Total Revenue</b>	\$0.00	\$300,498.96	\$207,000.00	145.17 %	(\$93,498.96)
302-000-000-000-00-00-00	Excise Tax-Capital Projects	\$0.00	\$300,498.96	\$207,000.00	145.17 %	(\$93,498.96)
302-000-000-300-00-00-00	Fire Mitigation Fees-Fire Hall					
302-000-000-308-00-00-00	Revenue	\$0.00	\$78,874.70	\$79,000.00	99.84 %	\$125.30
302-000-000-308-00-00-00	Beginning Net Cash					
302-000-000-390-00-00-00	Other Financing Sources					
302-000-000-397-00-00-00	Transfers-In					
302-000-000-397-02-00-00	Transfer From Current Expense	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Transfers-In</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Other Financing Sources</b>	\$0.00	\$0.00	\$0.00		\$0.00

# Revenue

2009 - December

Account Number	Description	Period	Actual	Budget	% Total	Balance
<b>Total</b>	<b>Revenue</b>	<b>\$0.00</b>	<b>\$78,874.70</b>	<b>\$79,000.00</b>	<b>99.84 %</b>	<b>\$125.30</b>
401-000-000-000-00-00-00	Total Fire Mitigation Fees-Fire Hall	\$0.00	\$78,874.70	\$79,000.00	99.84 %	\$125.30
401-000-000-300-00-00-00	Light & Power Fund	\$0.00	\$78,874.70	\$79,000.00	99.84 %	\$125.30
401-000-000-300-00-00-00	Revenue	\$0.00	\$552,962.84	\$500,000.00	110.59 %	(\$52,962.84)
401-000-000-308-00-00-00	Beginning Net Cash	\$0.00	\$155,122.50	\$150,000.00	103.42 %	(\$5,122.50)
401-000-000-308-10-00-00	Beginning Investment	\$0.00	\$38,651.20	\$0.00		(\$38,651.20)
401-000-000-308-10-10-00	Bpa Conservation Beg. Balance	\$0.00	\$100,000.00	\$100,000.00	100.00 %	\$0.00
401-000-000-308-11-00-00	Rural Development Investment	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-330-00-00-00	Intergovernmental Revenues	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-333-00-00-00	Indirect Federal Grants	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-333-81-00-00	Indirect Federal Grant	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Indirect Federal Grants</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Intergovernmental Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
401-000-000-340-00-00-00	Charges for Goods and Services	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-343-00-00-00	Physical Environment	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-343-10-00-00	Natural Resource Conservation and Control	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-343-18-00-00	Energy Conservation - Bpa	(\$25.00)	(\$905.21)	(\$300.00)	301.74 %	\$605.21
<b>Total</b>	<b>Natural Resource Conservation and Control</b>	<b>(\$25.00)</b>	<b>(\$905.21)</b>	<b>(\$300.00)</b>	<b>301.74 %</b>	<b>\$605.21</b>
401-000-000-343-30-00-00	Sales Of Electricity	\$119,358.85	\$2,207,874.55	\$2,500,000.00	88.31 %	\$292,125.45
401-000-000-343-90-00-00	Charges For Services & Parts	\$395.00	\$16,296.04	\$50,000.00	32.59 %	\$33,703.96
<b>Total</b>	<b>Physical Environment</b>	<b>\$119,728.85</b>	<b>\$2,223,265.38</b>	<b>\$2,549,700.00</b>	<b>87.20 %</b>	<b>\$326,434.62</b>
<b>Total</b>	<b>Charges for Goods and Services</b>	<b>\$119,728.85</b>	<b>\$2,223,265.38</b>	<b>\$2,549,700.00</b>	<b>87.20 %</b>	<b>\$326,434.62</b>
401-000-000-360-00-00-00	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-361-00-00-00	Interest and Other Earnings	\$137.44	\$1,856.34	\$9,400.00	19.75 %	\$7,543.66
401-000-000-361-10-00-00	Investment Interest	\$137.44	\$1,856.34	\$9,400.00	19.75 %	\$7,543.66
<b>Total</b>	<b>Interest and Other Earnings</b>	<b>\$137.44</b>	<b>\$1,856.34</b>	<b>\$9,400.00</b>	<b>19.75 %</b>	<b>\$7,543.66</b>
401-000-000-362-00-00-00	Rents, Leases and Concessions	\$0.00	\$4,039.00	\$8,000.00	50.49 %	\$3,961.00
401-000-000-362-20-00-00	Equip, Pole & Vehicle Lease	\$0.00	\$4,039.00	\$8,000.00	50.49 %	\$3,961.00

# Revenue

2009 - December

Account Number	Description	Period	Fiscal	Subpo	As of Total	Balance
401-000-000-362-50-00-00	Town Hall Rent	\$170.00	\$2,040.00	\$2,040.00	100.00 %	\$0.00
<b>Total</b>	<b>Rents, Leases and Concessions</b>	<b>\$170.00</b>	<b>\$6,079.00</b>	<b>\$10,040.00</b>	<b>60.55 %</b>	<b>\$3,961.00</b>
401-000-000-369-00-00-00	Other Miscellaneous Revenues	\$0.00	\$0.00	\$1,000.00	0.00 %	\$1,000.00
401-000-000-369-20-00-00	Safe Oof Junk Material	\$0.00	\$4,625.00	\$3,000.00	154.17 %	(\$1,625.00)
401-000-000-369-90-00-00	Other Miscellaneous Revenue	\$0.00	\$4,625.00	\$4,000.00	115.63 %	(\$625.00)
<b>Total</b>	<b>Other Miscellaneous Revenues</b>	<b>\$307.44</b>	<b>\$12,560.34</b>	<b>\$23,440.00</b>	<b>53.59 %</b>	<b>\$10,879.66</b>
401-000-000-380-00-00-00	Nonrevenues	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-381-00-00-00	Interfund Loan Receipts	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-381-10-00-00	Loans Received	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-381-20-00-00	Interfund Loan Repayment	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Interfund Loan Receipts</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
401-000-000-382-00-00-00	Proceeds of Long-Term	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-382-80-00-00	Debt-Proprietary Funds Only	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-382-80-00-00	Intergovernmental Loan Proceeds	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Proceeds of Long-Term</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
401-000-000-388-00-00-00	Debt-Proprietary Funds Only	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-388-00-00-00	Other Increases in Net Cash and	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-388-80-00-00	Investments	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-388-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Other Increases in Net Cash and</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
401-000-000-389-00-00-00	Investments	\$3,130.44	\$44,354.53	\$0.00		(\$44,354.53)
401-000-000-389-10-10-00	Other Non-Revenues	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-389-10-10-00	Bpa Conservation Mo. Credit	\$3,130.44	\$44,354.53	\$0.00		(\$44,354.53)
<b>Total</b>	<b>Nonrevenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
401-000-000-390-00-00-00	Other Financing Sources	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-399-00-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Other Financing Sources</b>	<b>\$123,166.73</b>	<b>\$3,126,916.79</b>	<b>\$3,323,140.00</b>	<b>94.10 %</b>	<b>\$196,223.21</b>
<b>Total Revenue</b>		<b>\$123,166.73</b>	<b>\$3,126,916.79</b>	<b>\$3,323,140.00</b>	<b>94.10 %</b>	<b>\$196,223.21</b>
<b>Total Light &amp; Power Fund</b>		<b>\$123,166.73</b>	<b>\$3,126,916.79</b>	<b>\$3,323,140.00</b>	<b>94.10 %</b>	<b>\$196,223.21</b>

# Revenue

2009 - December

Account Number	Description	Period	Fiscal	Subtotal	% of Total	Balance
403-000-000-000-00-00-00	Garbage Fund					
403-000-000-300-00-00-00	Revenue					
403-000-000-308-00-00-00	Beginning Net Cash	\$0.00	\$13,186.65	\$7,000.00	188.38 %	(\$6,186.65)
403-000-000-308-10-00-00	Beginning Investment	\$0.00	\$7,109.97	\$7,000.00	101.57 %	(\$109.97)
403-000-000-340-00-00-00	Charges for Goods and Services					
403-000-000-343-00-00-00	Physical Environment					
403-000-000-343-70-00-00	Garbage Fees & Service Charges	\$20,439.22	\$240,059.25	\$232,000.00	103.47 %	(\$8,059.25)
	<b>Total Physical Environment</b>	\$20,439.22	\$240,059.25	\$232,000.00	103.47 %	(\$8,059.25)
403-000-000-360-00-00-00	Total Charges for Goods and Services					
403-000-000-361-00-00-00	Miscellaneous Revenues	\$20,439.22	\$240,059.25	\$232,000.00	103.47 %	(\$8,059.25)
403-000-000-361-10-00-00	Interest and Other Earnings					
	Investment Interest	\$3.64	\$69.23	\$200.00	34.62 %	\$130.77
	<b>Total Interest and Other Earnings</b>	\$3.64	\$69.23	\$200.00	34.62 %	\$130.77
403-000-000-369-00-00-00	Other Miscellaneous Revenues					
403-000-000-369-90-00-00	Other Miscellaneous Revenue	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Other Miscellaneous Revenues</b>	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-380-00-00-00	Total Miscellaneous Revenues	\$3.64	\$69.23	\$200.00	34.62 %	\$130.77
403-000-000-389-00-00-00	Nonrevenues					
	Other Non-Revenues	\$0.00	\$105.00	\$0.00		(\$105.00)
	<b>Total Nonrevenues</b>	\$0.00	\$105.00	\$0.00		(\$105.00)
	<b>Total Revenue</b>	\$20,442.86	\$260,530.10	\$246,200.00	105.82 %	(\$14,330.10)
405-000-000-000-00-00-00	Total Garbage Fund	\$20,442.86	\$260,530.10	\$246,200.00	105.82 %	(\$14,330.10)
405-000-000-300-00-00-00	Water Fund					
405-000-000-308-00-00-00	Revenue					
405-000-000-308-10-00-00	Beginning Net Cash	\$0.00	(\$2,472.05)	\$30,000.00	-8.24 %	\$32,472.05
405-000-000-308-10-00-00	Beginning Investments	\$0.00	\$75,815.94	\$75,000.00	101.09 %	(\$815.94)
405-000-000-330-00-00-00	Intergovernmental Revenues					
405-000-000-334-00-00-00	State Grants					
405-000-000-334-04-20-00	State Water Grants	\$0.00	\$0.00	\$0.00		\$0.00

# Revenue

2009 - December

Account Number	Description	Period	ES&P	ES&P % of Total	Balance
	<b>Total State Grants</b>	\$0.00	\$0.00		\$0.00
	<b>Total Intergovernmental Revenues</b>	\$0.00	\$0.00		\$0.00
405-000-000-340-00-00-00	Charges for Goods and Services				
405-000-000-343-00-00-00	Physical Environment				
405-000-000-343-40-00-00	Water Sales	\$24,494.49	\$282,653.56	93.80 %	\$18,686.44
405-000-000-343-90-00-00	Other Charges Related TO Water	\$2,891.88	\$2,891.88	96.40 %	\$108.12
405-000-000-343-90-10-00	New Water Connections	\$10,692.00	\$12,804.00	29.57 %	\$30,496.00
	<b>Total Physical Environment</b>	\$38,078.37	\$298,349.44	85.82 %	\$49,290.56
	<b>Total Charges for Goods and Services</b>	\$38,078.37	\$298,349.44	85.82 %	\$49,290.56
405-000-000-360-00-00-00	Miscellaneous Revenues				
405-000-000-361-00-00-00	Interest and Other Earnings				
405-000-000-361-10-00-00	Investment Interest	\$61.17	\$638.52	31.93 %	\$1,361.48
	<b>Total Interest and Other Earnings</b>	\$61.17	\$638.52	31.93 %	\$1,361.48
405-000-000-368-00-00-00	Ulid 96-01 Payments	\$1,069.60	\$9,950.40	110.56 %	(\$950.40)
405-000-000-369-00-00-00	Other Miscellaneous Revenues				
405-000-000-369-90-00-00	Other Miscellaneous Revenue	\$0.00	\$0.00	0.00 %	\$100.00
	<b>Total Other Miscellaneous Revenues</b>	\$0.00	\$0.00	0.00 %	\$100.00
	<b>Total Miscellaneous Revenues</b>	\$1,130.77	\$10,588.92	95.40 %	\$511.08
405-000-000-380-00-00-00	Nonrevenues				
405-000-000-382-00-00-00	Proceeds of Long-Term				
405-000-000-382-80-00-00	Debt-Proprietary Funds Only				
405-000-000-382-80-00-00	Intergovernmental Loan Proceeds	\$0.00	\$0.00	0.00 %	\$105,000.00
	<b>Total Proceeds of Long-Term</b>	\$0.00	\$0.00	0.00 %	\$105,000.00
405-000-000-389-00-00-00	Other Non - Revenues	\$3,544.98	\$7,083.46		(\$7,083.46)
	<b>Total Nonrevenues</b>	\$3,544.98	\$7,083.46	6.75 %	\$97,916.54
	<b>Total Revenue</b>	\$42,754.12	\$389,365.71	68.46 %	\$179,374.29
407-000-000-000-00-00-00	Total Water Fund	\$42,754.12	\$389,365.71	68.46 %	\$179,374.29
	Total Sewer Fund				

# Revenue

2009 - December

Account Number	Description	Actual	Budget	% of Top	Balance
407-000-000-300-00-00-00	Revenue				
407-000-000-308-00-00-00	Beginning Net Cash	\$0.00	\$147,314.21	105.22 %	(\$7,314.21)
407-000-000-308-10-00-00	Beginning Investments	\$0.00	\$63,171.18	101.89 %	(\$1,171.18)
407-000-000-330-00-00-00	Intergovernmental Revenues				
407-000-000-334-00-00-00	State Grants				
407-000-000-334-04-20-00	Rural Development Grant	\$0.00	\$0.00		\$0.00
	Total State Grants	\$0.00	\$0.00		\$0.00
	Total Intergovernmental Revenues	\$0.00	\$0.00		\$0.00
407-000-000-340-00-00-00	Charges for Goods and Services				
407-000-000-343-00-00-00	Physical Environment				
407-000-000-343-50-00-00	Sewer Service Charges	\$49,970.66	\$564,708.36	107.36 %	(\$38,708.36)
407-000-000-343-90-00-00	Other Charges Related TO Sewer	\$4,313.12	\$4,313.12		(\$4,313.12)
407-000-000-343-90-10-00	New Sewer Connections	\$12,993.00	\$12,993.00	15.00 %	\$73,607.00
	Total Physical Environment	\$67,276.78	\$582,014.48	95.01 %	\$30,585.52
407-000-000-360-00-00-00	Charges for Goods and Services	\$67,276.78	\$582,014.48	95.01 %	\$30,585.52
407-000-000-360-00-00-00	Miscellaneous Revenues				
407-000-000-361-00-00-00	Interest and Other Earnings				
407-000-000-361-10-00-00	Interest Earnings-Investments	\$44.68	\$567.35	56.74 %	\$432.65
	Total Interest and Other Earnings	\$44.68	\$567.35	56.74 %	\$432.65
407-000-000-369-00-00-00	Other Miscellaneous Revenues				
407-000-000-369-90-00-00	Other Miscellaneous Revenues	\$0.00	\$0.00	0.00 %	\$8,000.00
	Total Other Miscellaneous Revenues	\$0.00	\$0.00	0.00 %	\$8,000.00
407-000-000-380-00-00-00	Miscellaneous Revenues	\$44.68	\$567.35	6.30 %	\$8,432.65
407-000-000-380-00-00-00	Nonrevenues				
407-000-000-388-00-00-00	Prior Year Adjustments	\$0.00	\$0.00		\$0.00
407-000-000-389-00-00-00	Other Non - Revenues	\$8,518.64	\$92,576.99		(\$92,576.99)
	Total Nonrevenues	\$8,518.64	\$92,576.99		(\$92,576.99)
407-000-000-390-00-00-00	Other Financing Sources				
407-000-000-397-00-00-00	Transfer From Reed TO Sewer	\$0.00	\$0.00		\$0.00

# Revenue

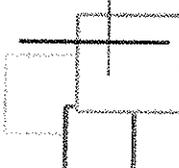
2009 - December

Account Number	Description	REVENUE	EXPENSE	NET	% OF TOTAL	BALANCE
	<b>Total Other Financing Sources</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Revenue</b>	\$75,840.10	\$885,644.21	\$823,600.00	107.53 %	(\$62,044.21)
	<b>Total Sewer Fund</b>	\$75,840.10	\$885,644.21	\$823,600.00	107.53 %	(\$62,044.21)
409-000-000-000-00-00	Storm Water Fund					
409-000-000-300-00-00	Revenue					
409-000-000-308-00-00	Beginning Net Cash	\$0.00	\$55,620.86	\$50,000.00	111.24 %	(\$5,620.86)
409-000-000-308-10-00	Beginning Investments	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-340-00-00	Charges for Goods and Services					
409-000-000-343-00-00	Physical Environment					
409-000-000-343-80-00	Storm Water Sales	\$3,430.40	\$39,600.90	\$38,000.00	104.21 %	(\$1,600.90)
	<b>Total Physical Environment</b>	\$3,430.40	\$39,600.90	\$38,000.00	104.21 %	(\$1,600.90)
	<b>Total Charges for Goods and Services</b>	\$3,430.40	\$39,600.90	\$38,000.00	104.21 %	(\$1,600.90)
409-000-000-360-00-00	Miscellaneous Revenues					
409-000-000-369-00-00	Other Miscellaneous Revenues					
409-000-000-369-90-00	Other Miscellaneous Revenue	\$0.00	\$7,596.00	\$0.00		(\$7,596.00)
	<b>Total Other Miscellaneous Revenues</b>	\$0.00	\$7,596.00	\$0.00		(\$7,596.00)
	<b>Total Miscellaneous Revenues</b>	\$0.00	\$7,596.00	\$0.00		(\$7,596.00)
409-000-000-380-00-00	Nonrevenues					
409-000-000-382-00-00	Proceeds of Long-Term					
409-000-000-382-80-00	Debt-Proprietary Funds Only					
409-000-000-382-80-00-00	Pwif Loan Proceeds	\$0.00	\$37,500.00	\$50,000.00	75.00 %	\$12,500.00
	<b>Total Proceeds of Long-Term</b>	\$0.00	\$37,500.00	\$50,000.00	75.00 %	\$12,500.00
	<b>Total Debt-Proprietary Funds Only</b>	\$0.00	\$37,500.00	\$50,000.00	75.00 %	\$12,500.00
	<b>Total Revenue</b>	\$3,430.40	\$140,317.76	\$138,000.00	101.68 %	(\$2,317.76)
	<b>Total Storm Water Fund</b>	\$3,430.40	\$140,317.76	\$138,000.00	101.68 %	(\$2,317.76)
410-000-000-000-00-00	Light & Power Reserve Fund					
410-000-000-300-00-00	Revenue					
410-000-000-308-00-00	Beginning Investment	\$0.00	\$0.00	\$0.00		\$0.00

# Revenue

2009 - December

Account Number	Description	Period	Fiscal	Budget	YTD Total	Variance
410-000-000-360-00-00-00	Miscellaneous Revenues					
410-000-000-361-00-00-00	Interest and Other Earnings					
410-000-000-361-10-00-00	Total Investment Interest					
410-000-000-361-11-00-00	Interest ON Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Total Investment Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Interest and Other Earnings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-380-00-00-00	Nonrevenues					
410-000-000-388-00-00-00	Other Increases in Net Cash and Investments					
410-000-000-388-80-00-00	Prior Year Correction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Other Increases in Net Cash and Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-389-00-00-00	Transfer From Operating Fund					
	Total Nonrevenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
413-000-000-000-00-00-00	Total Light & Power Reserve Fund					
413-000-000-300-00-00-00	Ambulance Fund					
413-000-000-308-00-00-00	Revenue					
413-000-000-308-10-00-00	Beginning Net Cash	\$0.00	\$3,283.21	\$3,000.00	109.44 %	(\$283.21)
413-000-000-308-10-00-00	Beginning Investments	\$0.00	\$0.00	\$0.00		\$0.00
413-000-000-340-00-00-00	Charges for Goods and Services					
413-000-000-342-00-00-00	Public Safety					
413-000-000-342-60-00-00	Emergency Transport-Ambulanc	\$5,773.46	\$58,302.00	\$47,000.00	124.05 %	(\$11,302.00)
	Total Public Safety	\$5,773.46	\$58,302.00	\$47,000.00	124.05 %	(\$11,302.00)
413-000-000-380-00-00-00	Charges for Goods and Services					
413-000-000-381-00-00-00	Nonrevenues	\$5,773.46	\$58,302.00	\$47,000.00	124.05 %	(\$11,302.00)
413-000-000-381-00-00-00	Interfund Loans Received	\$0.00	\$17,500.00	\$0.00		(\$17,500.00)
413-000-000-381-10-00-00	Interfund Loan From 001	\$0.00	\$0.00	\$0.00		\$0.00
	Total Nonrevenues	\$0.00	\$17,500.00	\$0.00		(\$17,500.00)



# Revenue

2009 - December

Account Number	Description	Period	Fiscal	Subbal	% of Total	Balance
<b>Total Revenue</b>		<b>\$5,773.46</b>	<b>\$79,085.21</b>	<b>\$50,000.00</b>	<b>158.17 %</b>	<b>(\$29,085.21)</b>
Total Ambulance Fund		\$5,773.46	\$79,085.21	\$50,000.00	158.17 %	(\$29,085.21)
421-000-000-000-00-00-00	W & S Bond Retirement Fund					
421-000-000-300-00-00-00	Revenue	\$0.00	\$60,925.48	\$0.00		(\$60,925.48)
421-000-000-308-00-00-00	Beginning Net Cash					
421-000-000-360-00-00-00	Miscellaneous Revenues					
421-000-000-361-00-00-00	Interest and Other Earnings					
421-000-000-361-10-00-00	Total Investment Interest					
421-000-000-361-11-00-00	Interest ON Investments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Total Investment Interest</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Interest and Other Earnings</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Miscellaneous Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
421-000-000-380-00-00-00	Nonrevenues					
421-000-000-382-00-00-00	Fund Debt Proceeds	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Nonrevenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
421-000-000-390-00-00-00	Other Financing Sources					
421-000-000-397-00-00-00	MO Transfer For Debt Service	\$12,200.00	\$146,400.00	\$0.00		(\$146,400.00)
<b>Total</b>	<b>Other Financing Sources</b>	<b>\$12,200.00</b>	<b>\$146,400.00</b>	<b>\$0.00</b>		<b>(\$146,400.00)</b>
<b>Total Revenue</b>		<b>\$12,200.00</b>	<b>\$207,325.48</b>	<b>\$0.00</b>		<b>(\$207,325.48)</b>
Total W & S Bond Retirement Fund		\$12,200.00	\$207,325.48	\$0.00		(\$207,325.48)
422-000-000-000-00-00-00	Water Reserve Fund					
422-000-000-300-00-00-00	Revenue	\$0.00	\$0.00	\$0.00		\$0.00
422-000-000-308-00-00-00	Beginning Investment					
422-000-000-360-00-00-00	Miscellaneous Revenues					
422-000-000-361-00-00-00	Interest and Other Earnings					
422-000-000-361-10-00-00	Total Investment Interest					
422-000-000-361-11-00-00	Interest ON Investments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Total Investment Interest</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Interest and Other Earnings</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

# Revenue

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
<b>Total</b>	<b>Miscellaneous Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
422-000-000-380-00-00-00	Nonrevenues					
422-000-000-389-00-00-00	Transfer From Operating Fund					
<b>Total</b>	<b>Nonrevenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Water Reserve Fund</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Sewer Reserve Fund</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
423-000-000-000-00-00-00	Revenue					
423-000-000-300-00-00-00	Beginning Investment					
423-000-000-308-00-00-00	Miscellaneous Revenues					
423-000-000-360-00-00-00	Interest and Other Earnings					
423-000-000-361-00-00-00	Total Investment Interest					
423-000-000-361-10-00-00	Interest Investments					
423-000-000-361-11-00-00	Total Investment Interest					
<b>Total</b>	<b>Total Investment Interest</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Interest and Other Earnings</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Miscellaneous Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Non-Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Transfer From Operating Fund</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Sewer Reserve Fund</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Garbage Reserve Fund</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
424-000-000-000-00-00-00	Revenue					
424-000-000-300-00-00-00	Beginning Investment					
424-000-000-308-00-00-00	Miscellaneous Revenues					
424-000-000-360-00-00-00	Interest and Other Earnings					
424-000-000-361-00-00-00	Total Investment Interest					
424-000-000-361-10-00-00	Interest ON Investments					
424-000-000-361-11-00-00	Total Investment Interest					
<b>Total</b>	<b>Total Investment Interest</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>Interest and Other Earnings</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

# Revenue

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
<b>Total</b>	<b>Miscellaneous Revenues</b>					
424-000-000-380-00-00-00	Non-Revenues	\$0.00	\$0.00	\$0.00		\$0.00
424-000-000-389-00-00-00	Transfer From Operating Fund	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Revenue</b>	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Garbage Reserve Fund</b>					
431-000-000-000-00-00-00	Unknown Fund	\$0.00	\$0.00	\$0.00		\$0.00
431-000-000-300-00-00-00	Revenue					
431-000-000-308-00-00-00	Beginning Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
431-000-000-380-00-00-00	Nonrevenues					
431-000-000-388-00-00-00	Other Increases in Net Cash and Investments					
431-000-000-388-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Other Increases in Net Cash and Investments</b>	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Nonrevenues</b>	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Revenue</b>	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Unknown Fund</b>	\$0.00	\$0.00	\$0.00		\$0.00
600-000-000-300-00-00-00	Revenue					
600-000-000-308-00-00-00	Beginning Net Cash	\$0.00	\$55,476.69	\$0.00		(\$55,476.69)
600-000-000-308-10-00-00	Beginning Investments	\$0.00	\$0.00	\$0.00		\$0.00
600-000-000-360-00-00-00	Miscellaneous Revenues					
600-000-000-361-00-00-00	Interest and Other Earnings					
600-000-000-361-10-00-00	Total Investment Interest					
600-000-000-361-11-00-00	Interest ON Investments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Total Investment Interest</b>	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Interest and Other Earnings</b>	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Miscellaneous Revenues</b>	\$0.00	\$0.00	\$0.00		\$0.00
600-000-000-380-00-00-00	Nonrevenues					
600-000-000-388-00-00-00	Other Increases in Net Cash and Investments					

# Revenue

2009 - December

Account Number	Description	Revenue	Used	Budget	YTD Total	Balance
600-000-000-388-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Other Increases in Net Cash and Investments</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
600-000-000-389-00-00-00	Other Non-Rev. - Deposits	(\$1,250.00)	\$479.33	\$0.00	\$0.00	(\$479.33)
	<b>Total Nonrevenues</b>	(\$1,250.00)	\$479.33	\$0.00	\$0.00	(\$479.33)
610-000-000-000-00-00-00	Consumer Deposits-H2O	(\$1,250.00)	\$55,956.02	\$0.00	\$0.00	(\$55,956.02)
610-000-000-300-00-00-00	Revenue					
610-000-000-308-00-00-00	Beginning Net Cash	\$0.00	\$16,429.54	\$0.00	\$0.00	(\$16,429.54)
610-000-000-308-10-00-00	Beginning Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
610-000-000-360-00-00-00	Miscellaneous Revenues					
610-000-000-361-00-00-00	Interest and Other Earnings					
610-000-000-361-10-00-00	Total Investment Interest					
610-000-000-361-11-00-00	Interest ON Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Total Investment Interest</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Interest and Other Earnings</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
610-000-000-380-00-00-00	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
610-000-000-388-00-00-00	Nonrevenues					
	<b>Total Other Increases in Net Cash and Investments</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
610-000-000-388-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Other Increases in Net Cash and Investments</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
610-000-000-389-00-00-00	Non-Revenues	(\$405.00)	(\$1,195.00)	\$0.00	\$0.00	\$1,195.00
	<b>Total Nonrevenues</b>	(\$405.00)	(\$1,195.00)	\$0.00	\$0.00	\$1,195.00
610-000-000-390-00-00-00	Other Financing Sources					
610-000-000-399-00-00-00	Prior Period Adjustments					
610-000-000-399-99-99-00	Total Consumer Water Dep. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Prior Period Adjustments</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Other Financing Sources</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

# Revenue

2009 - December

Account Number	Description	Factor	Fiscal	Budget	% of Total	Balance
	<b>Total Revenue</b>					
	Total Consumer Deposits-H2O	(\$405.00)	\$15,234.54	\$0.00		(\$15,234.54)
800-000-000-300-00-00-00	Revenue	(\$405.00)	\$15,234.54	\$0.00		(\$15,234.54)
800-000-000-380-00-00-00	Nonrevenues					
800-000-000-389-00-00-00	Warrant Acct. Adjustment	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Nonrevenues</b>					
	Total Revenue	\$0.00	\$0.00	\$0.00		\$0.00
801-000-000-000-00-00-00	Payroll Fund					
801-000-000-300-00-00-00	Revenue					
801-000-000-308-00-00-00	Beginning Net Cash					
801-000-000-380-00-00-00	Nonrevenues	\$0.00	\$0.00	\$0.00		\$0.00
801-000-000-388-00-00-00	Other Increases in Net Cash and Investments					
801-000-000-388-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Other Increases in Net Cash and Investments</b>					
	Total	\$0.00	\$0.00	\$0.00		\$0.00
801-000-000-389-00-00-00	Other Non-Rev. - Payroll Trans	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Nonrevenues</b>					
	Total Revenue	\$0.00	\$0.00	\$0.00		\$0.00
	Total Payroll Fund	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Grand Total</b>	\$397,312.32	\$7,284,707.83	\$7,550,085.00	96.49 %	\$265,377.17

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
<b>001-000-000-000-00-00-00</b>	<b>Fund Number Description</b>					
<b>001-000-000-500-00-00-00</b>	<b>Expenditure</b>					
<b>001-000-000-508-00-00-00</b>	Ending Net Cash	\$0.00	\$0.00	\$42,818.00	0.00 %	\$42,818.00
001-000-000-508-05-00-00	Unanticipated Expenses	\$0.00	(\$35,683.11)	\$0.00		\$35,683.11
001-000-000-508-10-00-00	Ending Investments	\$0.00	\$0.00	\$190,000.00	0.00 %	\$190,000.00
001-000-000-508-20-00-00	Local Govt. Assist. Funds 2003	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-508-30-00-00	Reet	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-508-40-00-00	Cumulative Reserve-Equipment	\$0.00	(\$10,000.00)	\$0.00		\$10,000.00
<b>001-000-000-510-00-00-00</b>	<b>General Government Services</b>					
<b>001-000-000-511-00-00-00</b>	<b>Legislative</b>					
<b>001-000-000-511-60-00-00</b>	<b>Legislative Services</b>					
001-000-000-511-60-10-00	Salaries And Wages	\$500.00	\$6,000.00	\$6,000.00	100.00 %	\$0.00
001-000-000-511-60-20-00	Personnel Benefits	(\$10.79)	\$588.94	\$600.00	98.16 %	\$11.06
001-000-000-511-60-43-00	Travel	\$0.00	\$168.48	\$200.00	84.24 %	\$31.52
<b>001-000-000-511-60-49-00</b>	<b>Miscellaneous</b>	\$260.40	\$260.40	\$500.00	52.08 %	\$239.60
001-000-000-511-60-49-10	Miscellaneous-Training	\$0.00	\$0.00	\$200.00	0.00 %	\$200.00
	<b>Total Legislative Services</b>	<b>\$749.61</b>	<b>\$7,017.82</b>	<b>\$7,500.00</b>	<b>93.57 %</b>	<b>\$482.18</b>
	<b>Total Legislative</b>	<b>\$749.61</b>	<b>\$7,017.82</b>	<b>\$7,500.00</b>	<b>93.57 %</b>	<b>\$482.18</b>
<b>001-000-000-512-00-00-00</b>	<b>Judicial</b>					
<b>001-000-000-512-50-00-00</b>	<b>Municipal Court</b>					
001-000-000-512-50-10-00	Salaries And Wages	\$2,825.50	\$34,406.01	\$33,910.00	101.46 %	(\$496.01)
001-000-000-512-50-20-00	Personnel Benefits	\$383.81	\$4,961.99	\$5,725.00	86.67 %	\$763.01
001-000-000-512-50-31-00	Supplies - Office	\$275.16	\$670.73	\$1,200.00	55.89 %	\$529.27
001-000-000-512-50-41-00	Professional Services	\$0.00	\$540.74	\$1,000.00	54.07 %	\$459.26
001-000-000-512-50-42-00	Communications	\$150.00	\$1,250.00	\$1,500.00	83.33 %	\$250.00
001-000-000-512-50-43-00	Travel	\$78.39	\$78.39	\$500.00	15.68 %	\$421.61
<b>001-000-000-512-50-44-00</b>	<b>Miscellaneous</b>	\$0.00	\$322.56	\$500.00	64.51 %	\$177.44
001-000-000-512-50-44-10	Miscellaneous-Training	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-512-50-44-20	Miscellaneous-Dues	\$0.00	\$62.33	\$100.00	62.33 %	\$37.67

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
001-000-000-512-50-53-00	External Taxes	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-512-50-64-00	Capital Outlay	\$0.00	\$2,684.37	\$250.00	1,073.75 %	(\$2,434.37)
<b>Total Municipal Court</b>		<b>\$3,712.86</b>	<b>\$44,977.12</b>	<b>\$44,685.00</b>	<b>100.65 %</b>	<b>(\$292.12)</b>
<b>Total Judicial</b>		<b>\$3,712.86</b>	<b>\$44,977.12</b>	<b>\$44,685.00</b>	<b>100.65 %</b>	<b>(\$292.12)</b>
001-000-000-513-00-00-00	Executive					
001-000-000-513-10-00-00	Administration	\$300.00	\$3,600.00	\$3,600.00	100.00 %	\$0.00
001-000-000-513-10-10-00	Salaries And Wages	\$33.62	\$379.90	\$400.00	94.98 %	\$20.10
001-000-000-513-10-20-00	Personnel Benefits	\$0.00	\$0.00	\$50.00	0.00 %	\$50.00
001-000-000-513-10-41-00	Professional Services	\$0.00	\$358.24	\$150.00	238.83 %	(\$208.24)
001-000-000-513-10-43-00	Travel	\$0.00	\$0.00	\$300.00	0.00 %	\$300.00
001-000-000-513-10-49-00	Miscellaneous	\$0.00	\$0.00	\$300.00	0.00 %	\$300.00
001-000-000-513-10-49-10	Miscellaneous-Training	\$0.00	\$0.00	\$300.00	0.00 %	\$300.00
<b>Total Administration</b>		<b>\$333.62</b>	<b>\$4,338.14</b>	<b>\$4,800.00</b>	<b>90.38 %</b>	<b>\$461.86</b>
<b>Total Executive</b>		<b>\$333.62</b>	<b>\$4,338.14</b>	<b>\$4,800.00</b>	<b>90.38 %</b>	<b>\$461.86</b>
001-000-000-514-00-00-00	Financial and Records Services					
001-000-000-514-10-00-00	Administration	\$987.63	\$10,417.95	\$9,600.00	108.52 %	(\$817.95)
001-000-000-514-10-10-00	Salaries And Wages	\$279.76	\$4,612.46	\$4,850.00	95.10 %	\$237.54
001-000-000-514-10-20-00	Personnel Benefits	\$516.23	\$9,436.76	\$9,000.00	104.85 %	(\$436.76)
001-000-000-514-10-31-00	Supplies-General	\$558.42	\$7,319.67	\$8,000.00	91.50 %	\$680.33
001-000-000-514-10-31-10	Supplies-F & A	\$311.16	\$24,556.76	\$6,000.00	409.28 %	(\$18,556.76)
001-000-000-514-10-41-00	Professional Services	\$0.00	\$3,441.92	\$500.00	688.38 %	(\$2,941.92)
001-000-000-514-10-41-10	Professional Service-Elections	\$93.95	\$1,508.24	\$1,000.00	150.82 %	(\$508.24)
001-000-000-514-10-42-00	Communications	\$69.16	\$2,718.46	\$2,000.00	135.92 %	(\$718.46)
001-000-000-514-10-43-00	Travel	\$104.80	\$3,218.69	\$3,000.00	107.29 %	(\$218.69)
001-000-000-514-10-44-00	Miscellaneous	\$747.20	\$2,802.06	\$0.00		(\$2,802.06)
001-000-000-514-10-44-10	Miscellaneous-Spec.project	\$0.00	\$290.00	\$800.00	36.25 %	\$510.00
001-000-000-514-10-44-20	Miscellaneous-Dues	\$0.00	\$1,117.64	\$1,500.00	74.51 %	\$382.36
001-000-000-514-10-44-30	Miscellaneous-Training	\$0.00	\$0.00	\$1,500.00		\$1,500.00
001-000-000-514-10-45-00	Rental/lease Equipment	\$0.00	\$3,938.68	\$5,000.00	78.77 %	\$1,061.32

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
001-000-000-514-10-46-00	Advertising	\$0.00	\$2,548.77	\$3,000.00	84.96 %	\$451.23
001-000-000-514-10-53-00	External Taxes	\$83.43	\$1,187.22	\$400.00	296.81 %	(\$787.22)
001-000-000-514-10-62-00	Capital Outlay-Building	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-514-10-64-00	Capital Outlay-Equipment	\$0.00	\$5,576.19	\$6,515.00	85.59 %	\$938.81
	<b>Total Administration</b>	<b>\$3,751.74</b>	<b>\$84,691.47</b>	<b>\$61,165.00</b>	<b>138.46 %</b>	<b>(\$23,526.47)</b>
	<b>Total Financial and Records Services</b>	<b>\$3,751.74</b>	<b>\$84,691.47</b>	<b>\$61,165.00</b>	<b>138.46 %</b>	<b>(\$23,526.47)</b>
001-000-000-515-00-00-00	Legal					
001-000-000-515-20-00-00	Legal Services					
001-000-000-515-20-41-00	Professional Services	\$4,043.29	\$38,690.66	\$24,000.00	161.21 %	(\$14,690.66)
001-000-000-515-20-41-01	Indigent Defense	\$600.00	\$6,900.00	\$7,200.00	95.83 %	\$300.00
001-000-000-515-20-41-02	Codification	\$0.00	\$870.26	\$3,000.00	29.01 %	\$2,129.74
001-000-000-515-20-41-03	Prosecution	\$496.80	\$7,954.03	\$7,200.00	110.47 %	(\$754.03)
	<b>Total Legal Services</b>	<b>\$5,140.09</b>	<b>\$54,414.95</b>	<b>\$41,400.00</b>	<b>131.44 %</b>	<b>(\$13,014.95)</b>
	<b>Total Legal</b>	<b>\$5,140.09</b>	<b>\$54,414.95</b>	<b>\$41,400.00</b>	<b>131.44 %</b>	<b>(\$13,014.95)</b>
001-000-000-519-00-00-00	Other General Government Services					
001-000-000-519-10-00-00	Food Services					
001-000-000-519-15-00-00	Maintenance					
001-000-000-519-15-41-00	Professional Services/cleaning	\$875.00	\$10,500.00	\$12,000.00	87.50 %	\$1,500.00
001-000-000-519-15-45-00	Rent - City Hall	\$60.00	\$720.00	\$720.00	100.00 %	\$0.00
001-000-000-519-15-46-00	Insurance	\$0.00	\$22,662.00	\$23,252.00	97.46 %	\$590.00
	<b>Total Maintenance</b>	<b>\$935.00</b>	<b>\$33,882.00</b>	<b>\$35,972.00</b>	<b>94.19 %</b>	<b>\$2,090.00</b>
	<b>Total Food Services</b>	<b>\$935.00</b>	<b>\$33,882.00</b>	<b>\$35,972.00</b>	<b>94.19 %</b>	<b>\$2,090.00</b>
001-000-000-519-90-00-00	Miscellaneous					
001-000-000-519-90-49-00	Miscellaneous-Awc/cog/edc Dues	\$0.00	\$7,148.48	\$7,200.00	99.28 %	\$51.52
	<b>Total Miscellaneous</b>	<b>\$0.00</b>	<b>\$7,148.48</b>	<b>\$7,200.00</b>	<b>99.28 %</b>	<b>\$51.52</b>
	<b>Total Other General Government Services</b>	<b>\$935.00</b>	<b>\$41,030.48</b>	<b>\$43,172.00</b>	<b>95.04 %</b>	<b>\$2,141.52</b>
	<b>Total General Government Services</b>	<b>\$14,622.92</b>	<b>\$236,469.98</b>	<b>\$202,722.00</b>	<b>116.65 %</b>	<b>(\$33,747.98)</b>

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
001-000-000-520-00-00-00	Public Safety	\$1,967.50	\$198,202.24	\$221,100.00	89.64 %	\$22,897.76
001-000-000-521-00-00-00	Law Enforcement	\$8,594.49	\$92,238.42	\$141,200.00	65.32 %	\$48,961.58
001-000-000-521-20-00-00	Police Operations	\$0.00	\$1,469.89	\$2,400.00	61.25 %	\$930.11
001-000-000-521-20-10-00	Salaries And Wages	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-521-20-20-00	Personnel Benefits	\$1,962.00	\$23,186.37	\$24,615.00	94.20 %	\$1,428.63
001-000-000-521-20-21-00	Uniform Allowance	\$697.14	\$3,722.08	\$6,000.00	62.03 %	\$2,277.92
001-000-000-521-20-22-00	Overtime Benefits	\$676.18	\$7,408.07	\$12,000.00	61.73 %	\$4,591.93
001-000-000-521-20-23-00	Leoff Retirees-Benefits	\$890.00	\$13,147.94	\$14,000.00	93.91 %	\$852.06
001-000-000-521-20-31-00	Supplies	\$719.54	\$7,230.07	\$7,000.00	103.29 %	(\$230.07)
001-000-000-521-20-31-10	Fuel	\$0.00	\$115.83	\$500.00	23.17 %	\$384.17
001-000-000-521-20-41-00	Professional Services	\$0.00	\$0.00	\$500.00	0.00 %	\$500.00
001-000-000-521-20-42-00	Communications	\$1,698.01	\$2,852.81	\$1,300.00	219.45 %	(\$1,552.81)
001-000-000-521-20-43-00	Travel	\$0.00	\$5,600.00	\$5,600.00	100.00 %	\$0.00
001-000-000-521-20-44-00	Advertising	\$317.93	\$3,375.65	\$4,000.00	84.39 %	\$624.35
001-000-000-521-20-45-00	Rental/lease Equipment	\$0.00	\$5,229.47	\$5,000.00	104.59 %	(\$229.47)
001-000-000-521-20-46-00	Insurance	\$0.00	\$0.00	\$500.00	0.00 %	\$500.00
001-000-000-521-20-47-00	Public Utility Serv.(city)	\$0.00	\$30.00	\$1,000.00	3.00 %	\$970.00
001-000-000-521-20-48-00	Repair And Maintenance	\$0.00	\$149.19	\$500.00	29.84 %	\$350.81
001-000-000-521-20-49-00	Miscellaneous	\$0.00	\$0.00	\$500.00	0.00 %	\$500.00
001-000-000-521-20-49-10	Miscellaneous-Training	\$0.00	\$30.00	\$1,000.00	3.00 %	\$970.00
001-000-000-521-20-53-00	External Taxes	\$0.00	\$149.19	\$500.00	29.84 %	\$350.81
001-000-000-521-20-62-00	Capital Outlay-Building	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-521-20-64-00	Capital Outlay - Equipment	\$0.00	\$3,259.87	\$6,500.00	50.15 %	\$3,240.13
<b>Total</b>	<b>Police Operations</b>	<b>\$32,820.63</b>	<b>\$412,384.56</b>	<b>\$489,715.00</b>	<b>84.21 %</b>	<b>\$77,330.44</b>
<b>Total</b>	<b>Law Enforcement</b>	<b>\$32,820.63</b>	<b>\$412,384.56</b>	<b>\$489,715.00</b>	<b>84.21 %</b>	<b>\$77,330.44</b>
001-000-000-522-00-00-00	Fire Control	\$0.00	\$12,608.20	\$19,320.00	65.26 %	\$6,711.80
001-000-000-522-20-00-00	Fire Suppression					
001-000-000-522-20-10-00	Salaries And Wages					

# Expenditure

2009 - December

Account Number	Description	Person	Fiscal	Budget	% of Total	Balance
001-000-000-522-20-20-00	Personnel Benefits	\$2.14	\$3,270.81	\$3,150.00	103.84 %	(\$120.81)
001-000-000-522-20-31-00	Supplies - Operating	\$21.25	\$1,920.31	\$7,500.00	25.60 %	\$5,579.69
001-000-000-522-20-31-10	Fuel	\$193.24	\$1,276.55	\$1,200.00	106.38 %	(\$76.55)
001-000-000-522-20-31-20	Fema Grant Expenditures	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-522-20-41-00	Professional Services	\$980.12	\$4,130.75	\$2,000.00	206.54 %	(\$2,130.75)
001-000-000-522-20-42-00	Communications	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-522-20-43-00	Travel	\$0.00	\$0.00	\$100.00	0.00 %	\$100.00
001-000-000-522-20-45-00	Rent - City Hall	\$35.00	\$420.00	\$420.00	100.00 %	\$0.00
001-000-000-522-20-46-00	Insurance	\$0.00	\$5,600.00	\$5,600.00	100.00 %	\$0.00
001-000-000-522-20-47-00	Public Utility Serv.(city)	\$149.29	\$2,189.17	\$2,000.00	109.46 %	(\$189.17)
001-000-000-522-20-48-00	Repair And Maintenance	\$553.93	\$12,095.06	\$3,000.00	403.17 %	(\$9,095.06)
001-000-000-522-20-49-00	Miscellaneous	\$0.00	\$0.00	\$500.00	0.00 %	\$500.00
001-000-000-522-20-49-10	Miscellaneous-Training	\$0.00	\$0.00	\$1,000.00	0.00 %	\$1,000.00
001-000-000-522-20-53-00	External Taxes	\$0.00	\$29.05	\$250.00	11.62 %	\$220.95
001-000-000-522-20-62-00	Capital Outlay-Building	\$0.00	\$0.00	\$3,500.00	0.00 %	\$3,500.00
001-000-000-522-20-64-00	Capital Outlay-Equipment	\$0.00	\$39,630.22	\$500.00	7,926.04 %	(\$39,130.22)
	Total Fire Suppression	\$1,934.97	\$83,170.12	\$50,040.00	166.21 %	(\$33,130.12)
	Total Fire Control	\$1,934.97	\$83,170.12	\$50,040.00	166.21 %	(\$33,130.12)
001-000-000-523-00-00-00	Detention and/or Correction					
001-000-000-523-60-00-00	Care And Custody Of Prisoners					
001-000-000-523-60-51-00	Intergovernmental Services	\$0.00	\$7,113.24	\$8,000.00	88.92 %	\$886.76
	Total Care And Custody Of Prisoners	\$0.00	\$7,113.24	\$8,000.00	88.92 %	\$886.76
001-000-000-524-00-00-00	Protective Inspections					
001-000-000-524-20-00-00	Inspections, Permits, Certificates, And Licenses					
001-000-000-524-20-10-00	Salaries And Wages	\$1,905.88	\$32,069.93	\$32,450.00	98.83 %	\$380.07
001-000-000-524-20-20-00	Personnel Benefits	\$922.49	\$10,536.75	\$12,300.00	85.66 %	\$1,763.25
001-000-000-524-20-31-00	Operating Supplies	\$57.04	\$1,142.49	\$1,200.00	95.21 %	\$57.51

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
001-000-000-524-20-31-10	Fuel	\$32.70	\$586.68	\$800.00	73.34 %	\$213.32
001-000-000-524-20-41-00	Professional Services	\$0.00	\$2,571.80	\$2,500.00	102.87 %	(\$71.80)
001-000-000-524-20-41-10	Profess. serv.review Cost/reimb	\$0.00	\$8,688.09	\$30,000.00	28.96 %	\$21,311.91
001-000-000-524-20-42-00	Communications	\$36.59	\$460.32	\$500.00	92.06 %	\$39.68
001-000-000-524-20-43-00	Miscellaneous-Dues/certificat	\$35.00	\$210.00	\$350.00	60.00 %	\$140.00
001-000-000-524-20-44-00	Miscellaneous-Training	\$0.00	\$447.78	\$2,500.00	17.91 %	\$2,052.22
001-000-000-524-20-45-00	Travel	\$321.64	\$826.40	\$1,000.00	82.64 %	\$173.60
001-000-000-524-20-48-00	Repairs And Maintenance	\$43.79	\$1,300.14	\$1,500.00	86.68 %	\$199.86
001-000-000-524-20-49-00	Advertising-Public Notices	\$0.00	\$335.93	\$3,000.00	11.20 %	\$2,664.07
001-000-000-524-20-62-00	Capital Outlay-Building	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-524-20-64-00	Capital Outlay-Equipment	\$0.00	\$2,890.20	\$3,300.00	87.58 %	\$409.80
	<b>Total Inspections, Permits, Certificates, And Licenses</b>	<b>\$4,804.30</b>	<b>\$80,790.35</b>	<b>\$106,400.00</b>	<b>75.93 %</b>	<b>\$25,609.65</b>
	<b>Total Protective Inspections</b>	<b>\$4,804.30</b>	<b>\$80,790.35</b>	<b>\$106,400.00</b>	<b>75.93 %</b>	<b>\$25,609.65</b>
001-000-000-528-60-00-00	Communications, Alarms and Dispatch					
001-000-000-528-60-00-00	Operations - Contracted Services					
001-000-000-528-60-51-00	Intergovt. Service - Dispatch	\$0.00	\$9,546.09	\$13,410.00	71.19 %	\$3,863.91
	<b>Total Operations - Contracted Services</b>	<b>\$0.00</b>	<b>\$9,546.09</b>	<b>\$13,410.00</b>	<b>71.19 %</b>	<b>\$3,863.91</b>
	<b>Total Communications, Alarms and Dispatch</b>	<b>\$0.00</b>	<b>\$9,546.09</b>	<b>\$13,410.00</b>	<b>71.19 %</b>	<b>\$3,863.91</b>
	<b>Total Public Safety</b>	<b>\$39,559.90</b>	<b>\$593,004.36</b>	<b>\$667,565.00</b>	<b>88.83 %</b>	<b>\$74,560.64</b>
001-000-000-530-00-00-00	Utilities and Environment					
001-000-000-531-00-00-00	Natural Resources					
001-000-000-531-70-00-00	Pollution Control					
001-000-000-531-70-51-00	Intergovernmental Services	\$0.00	\$700.00	\$700.00	100.00 %	\$0.00
	<b>Total Pollution Control</b>	<b>\$0.00</b>	<b>\$700.00</b>	<b>\$700.00</b>	<b>100.00 %</b>	<b>\$0.00</b>
	<b>Total Natural Resources</b>	<b>\$0.00</b>	<b>\$700.00</b>	<b>\$700.00</b>	<b>100.00 %</b>	<b>\$0.00</b>

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	Actual	Balance
<b>Total</b>	<b>Utilities and Environment</b>	<b>\$0.00</b>	<b>\$700.00</b>	<b>\$700.00</b>	<b>100.00 %</b>	<b>\$0.00</b>
001-000-000-580-00-00-00	Nonexpenditures					
001-000-000-581-00-00-00	Interfund Loan Disbursements					
001-000-000-581-10-00-00	Interfund Loan TO 413	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-581-20-00-00	Interfund Loan Repayment	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Interfund Loan Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
001-000-000-588-00-00-00	Other Decreases in Net Cash					
	And Investments					
001-000-000-588-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Other Decreases in Net Cash</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	And Investments					
001-000-000-589-00-00-00	Other Non-Expenditures	\$0.00	\$15,566.47	\$0.00		(\$15,566.47)
<b>Total</b>	<b>Nonexpenditures</b>	<b>\$0.00</b>	<b>\$15,566.47</b>	<b>\$0.00</b>		<b>(\$15,566.47)</b>
001-000-000-590-00-00-00	Debt Service					
001-000-000-594-00-00-00	Capital Expenditures					
001-000-000-594-14-62-00	Capital Building	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-14-64-00	Capital Outlay - Equipment	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-21-62-00	Capital Outlay - Building	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-21-64-00	Capital Outlay - Equipment	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-21-66-00	Capital Leases	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-22-64-00	Capital Outlay - Fire Equipment	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-24-62-00	Capital Outlay - Building	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-24-64-00	Capital Outlay - Equipment	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Capital Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
001-000-000-597-00-00-00	Accumulated Reet TO 301	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-597-10-00-00	Set UP Fire Mitigation Fund	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Debt Service</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Expenditure</b>		<b>\$54,182.82</b>	<b>\$800,057.70</b>	<b>\$1,103,805.00</b>	<b>72.48 %</b>	<b>\$303,747.30</b>
<b>Total Fund Number Description</b>		<b>\$54,182.82</b>	<b>\$800,057.70</b>	<b>\$1,103,805.00</b>	<b>72.48 %</b>	<b>\$303,747.30</b>
002-000-000-000-00-00-00	Current Expense Reserve Fund					

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
002-000-000-500-00-00-00	Expenditure	\$0.00	\$0.00	\$0.00		\$0.00
002-000-000-580-00-00-00	Nonexpenditures	\$0.00	\$0.00	\$0.00		\$0.00
002-000-000-589-00-00-00	Transfer TO Operating Fund	\$0.00	\$0.00	\$0.00		\$0.00
	Total Nonexpenditures	\$0.00	\$0.00	\$0.00		\$0.00
	Total Expenditure	\$0.00	\$0.00	\$0.00		\$0.00
	Total Current Expense Reserve Fund					
003-000-000-000-00-00-00	Current Expense - Excise					
003-000-000-500-00-00-00	Expenditure					
003-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
003-000-000-580-00-00-00	Nonexpenditures					
003-000-000-589-00-00-00	Transfer TO Operating Fund	\$0.00	\$0.00	\$0.00		\$0.00
	Total Nonexpenditures	\$0.00	\$0.00	\$0.00		\$0.00
	Total Expenditure	\$0.00	\$0.00	\$0.00		\$0.00
	Total Current Expense - Excise					
101-000-000-000-00-00-00	Park & Cemetery Fund					
101-000-000-500-00-00-00	Expenditure					
101-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$2,570.00	0.00 %	\$2,570.00
101-000-000-508-10-00-00	Ending Investments	\$0.00	\$0.00	\$65,000.00	0.00 %	\$65,000.00
101-000-000-508-10-20-00	Unanticipated Expense	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-570-00-00-00	Culture and Recreation					
101-000-000-576-00-00-00	Park Facilities					
101-000-000-576-60-00-00	Golf Courses					
101-000-000-576-68-00-00	Operations - General					
101-000-000-576-68-10-00	Salaries And Wages	\$1,485.43	\$19,412.84	\$20,700.00	93.78 %	\$1,287.16
101-000-000-576-68-20-00	Personnel Benefits	\$757.05	\$8,282.81	\$11,200.00	73.95 %	\$2,917.19
101-000-000-576-68-31-00	Supplies	\$205.71	\$11,471.79	\$11,000.00	104.29 %	(\$471.79)
101-000-000-576-68-31-10	Fuel	\$0.00	\$1,237.75	\$1,500.00	82.52 %	\$262.25
101-000-000-576-68-41-00	Professional Services	\$0.00	\$1,273.35	\$9,000.00	14.15 %	\$7,726.65
101-000-000-576-68-42-00	Communications	\$18.76	\$246.87	\$200.00	123.44 %	(\$46.87)

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Subbal	% of Total	Balance
101-000-000-576-68-43-00	Travel	\$128.22	\$368.25	\$100.00	368.25 %	(\$268.25)
101-000-000-576-68-44-00	Advertising	\$0.00	\$21.87	\$0.00		(\$21.87)
101-000-000-576-68-45-00	Rental/lease Equipment	\$628.95	\$1,604.97	\$4,000.00	40.12 %	\$2,395.03
101-000-000-576-68-46-00	Insurance	\$0.00	\$5,600.00	\$5,600.00	100.00 %	\$0.00
101-000-000-576-68-47-00	Public Utility Serv.(city)	\$738.08	\$7,778.91	\$7,200.00	108.04 %	(\$578.91)
101-000-000-576-68-48-00	Repair And Maintenance	\$0.00	\$4,403.39	\$3,000.00	146.78 %	(\$1,403.39)
101-000-000-576-68-49-10	Miscellaneous-Training	\$0.00	\$189.00	\$200.00	94.50 %	\$11.00
101-000-000-576-68-49-11	Miscellaneous	\$0.00	\$115.40	\$500.00	23.08 %	\$384.60
101-000-000-576-68-53-00	External Taxes	\$3.53	\$828.29	\$500.00	165.66 %	(\$328.29)
101-000-000-576-68-62-00	Capital Outlay-Facilities	\$8,621.99	\$152,139.56	\$168,000.00	90.56 %	\$15,860.44
101-000-000-576-68-62-01	Capital-Building	\$0.00	\$0.00	\$12,200.00	0.00 %	\$12,200.00
101-000-000-576-68-64-00	Capital Outlay-Equipment	\$0.00	\$799.37	\$2,670.00	29.94 %	\$1,870.63
	<b>Total Operations - General</b>	<b>\$12,587.72</b>	<b>\$215,774.42</b>	<b>\$257,570.00</b>	<b>83.77 %</b>	<b>\$41,795.58</b>
	<b>Total Golf Courses</b>	<b>\$12,587.72</b>	<b>\$215,774.42</b>	<b>\$257,570.00</b>	<b>83.77 %</b>	<b>\$41,795.58</b>
	<b>Total Park Facilities</b>	<b>\$12,587.72</b>	<b>\$215,774.42</b>	<b>\$257,570.00</b>	<b>83.77 %</b>	<b>\$41,795.58</b>
	<b>Total Culture and Recreation</b>	<b>\$12,587.72</b>	<b>\$215,774.42</b>	<b>\$257,570.00</b>	<b>83.77 %</b>	<b>\$41,795.58</b>
101-000-000-580-00-00-00	Nonexpenditures					
101-000-000-589-00-00-00	Other Non-Expenditures	\$0.00	\$895.00	\$0.00		(\$895.00)
	<b>Total Nonexpenditures</b>	<b>\$0.00</b>	<b>\$895.00</b>	<b>\$0.00</b>		<b>(\$895.00)</b>
101-000-000-590-00-00-00	Debt Service					
101-000-000-594-00-00-00	Capital Expenditures					
101-000-000-594-76-62-01	Capital Outlay - Building	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-594-76-64-00	Capital Outlay - Equipment	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Capital Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total Debt Service</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total Expenditure</b>	<b>\$12,587.72</b>	<b>\$216,669.42</b>	<b>\$325,140.00</b>	<b>66.64 %</b>	<b>\$108,470.58</b>
102-000-000-000-00-00-00	Total Park & Cemetery Fund	\$12,587.72	\$216,669.42	\$325,140.00	66.64 %	\$108,470.58
	Street Fund					

# Expenditure

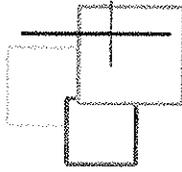
2009 - December

Account Number	Description	Actual	FY-09	Budget	% of Total	Balance
<b>102-000-000-500-00-00-00</b>	<b>Expenditure</b>					
102-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$45,555.00	0.00 %	\$45,555.00
102-000-000-508-10-00-00	Ending Investments	\$0.00	\$0.00	\$160,000.00	0.00 %	\$160,000.00
<b>102-000-000-540-00-00-00</b>	<b>Transportation</b>					
<b>102-000-000-542-00-00-00</b>	<b>Road and Street Maintenance</b>					
<b>102-000-000-542-30-00-00</b>	<b>Roadway</b>					
102-000-000-542-30-10-00	Salaries And Wages	\$1,761.95	\$24,730.02	\$24,900.00	99.32 %	\$169.98
102-000-000-542-30-20-00	Personnel Benefits	\$1,096.99	\$12,029.61	\$14,175.00	84.86 %	\$2,145.39
<b>102-000-000-542-30-31-00</b>	<b>Supplies</b>					
102-000-000-542-30-31-10	Fuel	\$134.24	\$9,164.26	\$11,000.00	83.31 %	\$1,835.74
102-000-000-542-30-41-00	Professional Services	\$490.24	\$4,890.99	\$4,000.00	122.27 %	(\$890.99)
102-000-000-542-30-42-00	Communications	\$2,530.07	\$7,554.66	\$12,000.00	62.96 %	\$4,445.34
102-000-000-542-30-43-00	Travel	\$18.77	\$246.88	\$200.00	123.44 %	(\$46.88)
102-000-000-542-30-44-00	Advertising	\$128.23	\$155.15	\$0.00		(\$155.15)
102-000-000-542-30-45-00	Rental/lease Equipment	\$0.00	\$32.50	\$100.00	32.50 %	\$67.50
102-000-000-542-30-46-00	Insurance	\$20.30	\$3,048.48	\$1,000.00	304.85 %	(\$2,048.48)
102-000-000-542-30-47-00	Public Utility Serv. (city)	\$0.00	\$5,300.00	\$5,600.00	94.64 %	\$300.00
102-000-000-542-30-48-00	Repair And Maintenance	\$588.59	\$4,983.01	\$5,300.00	94.02 %	\$316.99
<b>102-000-000-542-30-49-00</b>	<b>Miscellaneous</b>					
102-000-000-542-30-49-10	Miscellaneous-Training	\$0.00	\$115.40	\$500.00	23.08 %	\$384.60
102-000-000-542-30-53-00	External Taxes	\$0.00	\$117.00	\$500.00	23.40 %	\$383.00
102-000-000-542-30-62-00	Capital Outlay-Building	\$0.00	\$9.27	\$250.00	3.71 %	\$240.73
<b>102-000-000-542-30-63-00</b>	<b>Capital Outlay-Other Improvem</b>					
102-000-000-542-30-63-10	Capital Outlay-Roadways	\$2,548.27	\$35,393.38	\$201,600.00	17.56 %	\$166,206.62
102-000-000-542-30-64-00	Capital Outlay-Equipment	\$0.00	\$27,863.67	\$30,000.00	92.88 %	\$2,136.33
	<b>Total Roadway</b>	\$0.00	\$5,412.82	\$3,670.00	147.49 %	(\$1,742.82)
	<b>Total Road and Street Maintenance</b>	\$9,317.65	\$154,656.58	\$322,495.00	47.96 %	\$167,838.42
	<b>Total Transportation</b>	\$9,317.65	\$154,656.58	\$322,495.00	47.96 %	\$167,838.42
<b>102-000-000-580-00-00-00</b>	<b>Nonexpenditures</b>					
	<b>Total</b>	\$9,317.65	\$154,656.58	\$322,495.00	47.96 %	\$167,838.42

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
102-000-000-589-00-00-00	Other Non-Expenditures	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Nonexpenditures</b>	\$0.00	\$0.00	\$0.00		\$0.00
102-000-000-590-00-00-00	Debt Service					
102-000-000-595-00-00-00	Roads/Streets Construction & Other Infrastructure					
102-000-000-595-30-00-00	Roadway					
102-000-000-595-30-63-00	Capital Outlay - Other Improve	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Roadway</b>	\$0.00	\$0.00	\$0.00		\$0.00
102-000-000-595-40-00-00	Drainage					
102-000-000-595-42-64-00	Capital Outlay - Equipment	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Drainage</b>	\$0.00	\$0.00	\$0.00		\$0.00
102-000-000-595-60-00-00	Element					
102-000-000-595-61-63-00	ARRA Sidewalk Project	\$0.00	\$0.00	\$234,310.00	0.00 %	\$234,310.00
	<b>Total Element</b>	\$0.00	\$0.00	\$234,310.00	0.00 %	\$234,310.00
102-000-000-595-61-63-00	ARRA Sidewalk Project	\$0.00	\$0.00	\$234,310.00	0.00 %	\$234,310.00
	<b>Total Roads/Streets Construction &amp; Other Infrastructure</b>	\$0.00	\$0.00	\$234,310.00	0.00 %	\$234,310.00
	<b>Total Debt Service</b>	\$0.00	\$0.00	\$234,310.00	0.00 %	\$234,310.00
	<b>Total Expenditure</b>	\$9,317.65	\$154,656.58	\$762,360.00	20.29 %	\$607,703.42
	<b>Total Street Fund</b>	\$9,317.65	\$154,656.58	\$762,360.00	20.29 %	\$607,703.42
110-000-000-000-00-00-00	New Title					
110-000-000-500-00-00-00	Expenditure					
110-000-000-580-00-00-00	Nonexpenditures					
110-000-000-589-00-00-00	Transfer TO Operating Fund	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Nonexpenditures</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Expenditure</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total New Title</b>	\$0.00	\$0.00	\$0.00		\$0.00
120-000-000-000-00-00-00	Street Reserve Fund					
120-000-000-500-00-00-00	Expenditure					
120-000-000-580-00-00-00	Nonexpenditures					
120-000-000-589-00-00-00	Transfer TO Operating Fund	\$0.00	\$0.00	\$0.00		\$0.00



# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
<b>Total Nonexpenditures</b>		\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Expenditure</b>		\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Street Reserve Fund</b>		\$0.00	\$0.00	\$0.00		\$0.00
301-000-000-000-00-00-00	Excise Tax-Capital Projects					
301-000-000-500-00-00-00	Expenditure					
301-000-000-590-00-00-00	Debt Service					
301-000-000-597-00-00-00	Transfer Out	\$0.00	\$93,900.00	\$0.00		(\$93,900.00)
<b>Total Debt Service</b>		\$0.00	\$93,900.00	\$0.00		(\$93,900.00)
<b>Total Expenditure</b>		\$0.00	\$93,900.00	\$0.00		(\$93,900.00)
<b>Total Excise Tax-Capital Projects</b>		\$0.00	\$93,900.00	\$0.00		(\$93,900.00)
401-000-000-000-00-00-00	Light & Power Fund					
401-000-000-500-00-00-00	Expenditure					
401-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$439,737.00	0.00 %	\$439,737.00
401-000-000-508-10-00-00	Ending Investment	\$0.00	\$0.00	\$150,000.00	0.00 %	\$150,000.00
401-000-000-508-11-00-00	Rural Development Investment	\$0.00	\$0.00	\$60,000.00	0.00 %	\$60,000.00
401-000-000-508-12-00-00	Equipment Replacement	\$0.00	\$0.00	\$10,000.00	0.00 %	\$10,000.00
401-000-000-530-00-00-00	Utilities and Environment					
401-000-000-533-00-00-00	Electric and Gas Utilities					
401-000-000-533-80-00-00	Operations - General					
401-000-000-533-80-10-00	Salaries And Wages	\$37,521.36	\$477,030.63	\$540,150.00	88.31 %	\$63,119.37
401-000-000-533-80-20-00	Personnel Benefits	\$14,898.95	\$180,042.52	\$229,425.00	78.48 %	\$49,382.48
401-000-000-533-80-31-00	Operating Supplies	\$389.69	\$39,496.18	\$55,000.00	71.81 %	\$15,503.82
401-000-000-533-80-31-01	Office Supplies	\$44.99	\$1,011.00	\$1,000.00	101.10 %	(\$11.00)
401-000-000-533-80-31-10	Fuel	\$314.75	\$3,130.26	\$7,500.00	41.74 %	\$4,369.74
401-000-000-533-80-33-00	Power Purchased For Resale	\$90,579.00	\$798,244.00	\$1,080,000.00	73.91 %	\$281,756.00
401-000-000-533-80-33-01	Transmission Costs	\$16,049.00	\$184,147.00	\$210,000.00	87.69 %	\$25,853.00
401-000-000-533-80-33-02	Bpa Conservation	\$1,663.00	\$9,978.00	\$0.00		(\$9,978.00)
401-000-000-533-80-41-00	Professional Services	\$1,406.27	\$25,808.17	\$45,000.00	57.35 %	\$19,191.83
401-000-000-533-80-41-10	Professional Services-Legal	\$0.00	\$17,772.33	\$25,000.00	71.09 %	\$7,227.67

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
401-000-000-533-80-42-00	Communications	\$1,472.56	\$11,571.99	\$1,000.00	1,157.20 %	(\$10,571.99)
401-000-000-533-80-43-00	Travel	\$0.00	\$0.00	\$500.00	0.00 %	\$500.00
401-000-000-533-80-44-00	Advertising	\$0.00	\$1,000.98	\$500.00	200.20 %	(\$500.98)
401-000-000-533-80-45-00	Rental/lease Equipment	\$300.20	\$7,048.01	\$5,000.00	140.96 %	(\$2,048.01)
401-000-000-533-80-46-00	Insurance	\$0.00	\$23,253.00	\$23,253.00	100.00 %	\$0.00
401-000-000-533-80-47-00	Public Utility Service (city)	\$2,500.51	\$26,056.72	\$25,000.00	104.23 %	(\$1,056.72)
401-000-000-533-80-48-00	Repair And Maintenance	\$0.00	\$19,742.74	\$10,000.00	197.43 %	(\$9,742.74)
401-000-000-533-80-49-20	Miscellaneous	\$129.08	\$393.34	\$500.00	78.67 %	\$106.66
401-000-000-533-80-49-21	Miscellaneous-Training	\$0.00	\$117.00	\$1,000.00	11.70 %	\$883.00
401-000-000-533-80-49-22	Miscellaneous-Dues	\$0.00	\$115.40	\$500.00	23.08 %	\$384.60
401-000-000-533-80-53-00	External Taxes	\$5,958.25	\$70,270.65	\$100,000.00	70.27 %	\$29,729.35
401-000-000-533-80-62-00	Capital Outlay - Building	\$5,763.14	\$12,842.70	\$10,000.00	128.43 %	(\$2,842.70)
401-000-000-533-80-62-01	Capital Outlay-Bldg. Library	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-533-80-63-00	Capital Out. System	\$0.00	\$15,874.49	\$60,000.00	26.46 %	\$44,125.51
401-000-000-533-80-64-00	Capital Outlay - Equipment	\$12,988.64	\$104,578.80	\$133,075.00	78.59 %	\$28,496.20
401-000-000-533-80-65-00	Capital Outlay-Other Improvem	\$3,947.72	\$86,425.68	\$100,000.00	86.43 %	\$13,574.32
	<b>Total Operations - General</b>	<b>\$195,927.11</b>	<b>\$2,115,951.59</b>	<b>\$2,663,403.00</b>	<b>79.45 %</b>	<b>\$547,451.41</b>
	<b>Total Electric and Gas Utilities</b>	<b>\$195,927.11</b>	<b>\$2,115,951.59</b>	<b>\$2,663,403.00</b>	<b>79.45 %</b>	<b>\$547,451.41</b>
	<b>Total Utilities and Environment</b>	<b>\$195,927.11</b>	<b>\$2,115,951.59</b>	<b>\$2,663,403.00</b>	<b>79.45 %</b>	<b>\$547,451.41</b>
401-000-000-580-00-00-00	Nonexpenditures					
401-000-000-581-00-00-00	Interfund Loan Disbursements					
401-000-000-581-10-00-00	Interfund Loan Made	\$0.00	\$17,500.00	\$0.00		(\$17,500.00)
	<b>Total Interfund Loan Disbursements</b>	<b>\$0.00</b>	<b>\$17,500.00</b>	<b>\$0.00</b>		<b>(\$17,500.00)</b>
401-000-000-588-00-00-00	Other Decreases in Net Cash And Investments					
401-000-000-588-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Other Decreases in Net Cash And Investments</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
401-000-000-589-00-00-00	Other Non-Expenditures	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-589-10-00-00	Reed Fund Non-Expenditure	\$0.00	\$0.00	\$0.00		\$0.00

# Expenditure

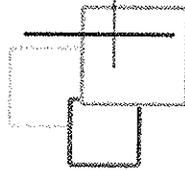
2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
401-000-000-589-20-00-00	Bpa Conservation-Non Expend.	\$0.00	\$0.00	\$0.00		\$0.00
<b>401-000-000-590-00-00-00</b>	<b>Total Nonexpenditures</b>	<b>\$0.00</b>	<b>\$17,500.00</b>	<b>\$0.00</b>		<b>(\$17,500.00)</b>
<b>401-000-000-594-00-00-00</b>	<b>Debt Service</b>					
<b>401-000-000-594-33-62-00</b>	<b>Capital Expenditures</b>					
401-000-000-594-33-62-01	Capital Outlay - Building	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-33-63-00	Capital Outlay - Library	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-33-63-00	Capital Outlay - System	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-33-64-00	Capital Outlay - Equipment	\$0.00	\$6,223.46	\$0.00		(\$6,223.46)
401-000-000-594-34-63-00	Capital Outlay - Other Improve	\$0.00	\$0.00	\$0.00		\$0.00
<b>401-000-000-597-00-00-00</b>	<b>Total Capital Expenditures</b>	<b>\$0.00</b>	<b>\$6,223.46</b>	<b>\$0.00</b>		<b>(\$6,223.46)</b>
401-000-000-597-00-00-10	Excess Cash-Invest Transfer	\$0.00	\$0.00	\$0.00		\$0.00
	Investment-Economic Develop	\$0.00	\$0.00	\$0.00		\$0.00
<b>401-000-000-597-00-00-10</b>	<b>Total Debt Service</b>	<b>\$0.00</b>	<b>\$6,223.46</b>	<b>\$0.00</b>		<b>(\$6,223.46)</b>
<b>403-000-000-500-00-00-00</b>	<b>Total Expenditure</b>	<b>\$195,927.11</b>	<b>\$2,139,675.05</b>	<b>\$3,323,140.00</b>	<b>64.39 %</b>	<b>\$1,183,464.95</b>
<b>403-000-000-500-00-00-00</b>	<b>Total Light &amp; Power Fund</b>	<b>\$195,927.11</b>	<b>\$2,139,675.05</b>	<b>\$3,323,140.00</b>	<b>64.39 %</b>	<b>\$1,183,464.95</b>
<b>403-000-000-500-00-00-00</b>	<b>Garbage Fund</b>					
<b>403-000-000-508-00-00-00</b>	<b>Expenditure</b>					
403-000-000-508-10-00-00	Ending Net Cash	\$0.00	\$0.00	\$9,825.00	0.00 %	\$9,825.00
403-000-000-508-10-00-00	Ending Investments	\$0.00	\$0.00	\$7,500.00	0.00 %	\$7,500.00
<b>403-000-000-530-00-00-00</b>	<b>Utilities and Environment</b>					
<b>403-000-000-537-00-00-00</b>	<b>Garbage and Solid Waste</b>					
	Utilities					
<b>403-000-000-537-10-00-00</b>	<b>Administration - General</b>					
403-000-000-537-10-10-00	Salaries And Wages	\$135.92	\$1,984.32	\$2,020.00	98.23 %	\$35.68
403-000-000-537-10-20-00	Personnel Benefits	\$48.65	\$588.45	\$625.00	94.15 %	\$36.55
403-000-000-537-10-31-00	Supplies - Office	\$0.00	\$0.00	\$50.00	0.00 %	\$50.00
403-000-000-537-10-42-00	Communications	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-537-10-44-00	Advertising	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-537-10-45-00	Rent - City Hall	\$15.00	\$180.00	\$180.00	100.00 %	\$0.00

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
403-000-000-537-10-48-00	Repair And Maintenance	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-537-10-53-00	External Taxes	\$878.91	\$8,638.75	\$14,000.00	61.71 %	\$5,361.25
403-000-000-537-10-60-00	Capital Outlay	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-537-10-64-00	Capital Outlay-Equipment	\$0.00	\$622.34	\$1,000.00	62.23 %	\$377.66
<b>403-000-000-537-60-00-00</b>	<b>Total Administration - General</b>	<b>\$1,078.48</b>	<b>\$12,013.86</b>	<b>\$17,875.00</b>	<b>67.21 %</b>	<b>\$5,861.14</b>
403-000-000-537-60-41-00	Operations - Contracted	\$17,880.95	\$221,346.33	\$211,000.00	104.90 %	(\$10,346.33)
	Processing And Operations	\$17,880.95	\$221,346.33	\$211,000.00	104.90 %	(\$10,346.33)
	Professional Services					
<b>Total</b>	<b>Operations - Contracted</b>	<b>\$17,880.95</b>	<b>\$221,346.33</b>	<b>\$211,000.00</b>	<b>104.90 %</b>	<b>(\$10,346.33)</b>
<b>Total</b>	<b>Processing And Operations</b>	<b>\$17,880.95</b>	<b>\$221,346.33</b>	<b>\$211,000.00</b>	<b>104.90 %</b>	<b>(\$10,346.33)</b>
<b>Total</b>	<b>Garbage and Solid Waste Utilities</b>	<b>\$18,959.43</b>	<b>\$233,360.19</b>	<b>\$228,875.00</b>	<b>101.96 %</b>	<b>(\$4,485.19)</b>
<b>Total</b>	<b>Utilities and Environment Nonexpenditures</b>	<b>\$18,959.43</b>	<b>\$233,360.19</b>	<b>\$228,875.00</b>	<b>101.96 %</b>	<b>(\$4,485.19)</b>
403-000-000-580-00-00-00	Other Decreases in Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-588-00-00-00	And Investments	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-588-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Other Decreases in Net Cash</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>And Investments</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
403-000-000-589-00-00-00	Other Non-Investments	\$0.00	\$3,822.62	\$0.00		(\$3,822.62)
<b>Total</b>	<b>Nonexpenditures</b>	<b>\$0.00</b>	<b>\$3,822.62</b>	<b>\$0.00</b>		<b>(\$3,822.62)</b>
<b>Total</b>	<b>Expenditure</b>	<b>\$18,959.43</b>	<b>\$237,182.81</b>	<b>\$246,200.00</b>	<b>96.34 %</b>	<b>\$9,017.19</b>
<b>Total</b>	<b>Garbage Fund</b>	<b>\$18,959.43</b>	<b>\$237,182.81</b>	<b>\$246,200.00</b>	<b>96.34 %</b>	<b>\$9,017.19</b>
405-000-000-000-00-00-00	Water Fund	\$0.00	\$0.00	\$0.00		\$0.00
405-000-000-500-00-00-00	Expenditure	\$0.00	\$0.00	\$0.00		\$0.00
405-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$47,010.00	0.00 %	\$47,010.00
405-000-000-508-10-00-00	Ending Investments	\$0.00	\$0.00	\$75,000.00	0.00 %	\$75,000.00
405-000-000-508-20-00-00	Unanticipated Expense	\$0.00	\$0.00	\$0.00		\$0.00
<b>405-000-000-530-00-00-00</b>	<b>Utilities and Environment</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>



# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
<b>405-000-000-534-00-00-00</b>	<b>Water Utilities</b>					
<b>405-000-000-534-70-00-00</b>	<b>Operations - Customer Service And Marketing</b>					
405-000-000-534-70-10-00	Salaries And Wages	\$12,219.57	\$153,559.98	\$146,900.00	104.53 %	(\$6,659.98)
405-000-000-534-70-20-00	Personnel Benefits	\$4,927.74	\$59,795.78	\$72,925.00	82.00 %	\$13,129.22
<b>405-000-000-534-70-31-00</b>	<b>Operating-Supplies</b>					
405-000-000-534-70-31-10	Fuel	\$170.08	\$15,690.53	\$10,000.00	156.91 %	(\$5,690.53)
405-000-000-534-70-31-20	Office-Supplies	\$116.03	\$1,791.27	\$4,000.00	44.78 %	\$2,208.73
<b>405-000-000-534-70-41-00</b>	<b>Professional Services</b>					
405-000-000-534-70-41-10	Prof. Services-Wsp	\$0.00	\$128.90	\$500.00	25.78 %	\$371.10
405-000-000-534-70-42-00	Communications	\$2,243.75	\$10,985.23	\$20,000.00	54.93 %	\$9,014.77
405-000-000-534-70-43-00	Travel	\$0.00	\$571.87	\$2,000.00	28.59 %	\$1,428.13
405-000-000-534-70-44-00	Advertising	\$36.37	\$521.99	\$500.00	104.40 %	(\$21.99)
405-000-000-534-70-45-00	Rental/lease Equipment	\$35.10	\$113.10	\$0.00		(\$113.10)
405-000-000-534-70-46-00	Insurance	\$0.00	\$116.41	\$0.00		(\$116.41)
405-000-000-534-70-47-00	Public Utility Service (city)	\$20.32	\$222.06	\$1,000.00	22.21 %	\$777.94
405-000-000-534-70-48-00	Repair And Maintenance	\$0.00	\$5,600.00	\$5,600.00	100.00 %	\$0.00
<b>405-000-000-534-70-49-00</b>	<b>Training</b>					
405-000-000-534-70-49-10	State Permits And Fees	\$859.06	\$10,204.92	\$13,000.00	78.50 %	\$2,795.08
405-000-000-534-70-49-20	Miscellaneous	\$0.00	\$3,558.11	\$1,000.00	355.81 %	(\$2,558.11)
405-000-000-534-70-49-21	Miscellaneous-Training	\$84.00	\$1,929.10	\$1,500.00	128.61 %	(\$429.10)
<b>Total Training</b>		\$129.08	\$613.99	\$500.00	122.80 %	(\$113.99)
405-000-000-534-70-53-00	External Taxes	\$0.00	\$895.00	\$1,000.00	89.50 %	\$105.00
405-000-000-534-70-63-00	Capital Outlay-Other Improvement	\$213.08	\$3,438.09	\$3,000.00	114.60 %	(\$438.09)
405-000-000-534-70-64-00	Capital Outlay - Equipment	\$1,042.50	\$10,902.57	\$13,000.00	83.87 %	\$2,097.43
405-000-000-534-70-65-00	Capital Outlay-Building	\$0.00	\$0.00	\$10,000.00	0.00 %	\$10,000.00
405-000-000-534-70-78-00	Pwrf Loan Repayment	\$106.72	\$4,225.28	\$14,350.00	29.44 %	\$10,124.72
<b>Total Operations - Customer Service And Marketing</b>		\$0.00	\$0.00	\$200.00	0.00 %	\$200.00
<b>Total Water Utilities</b>		\$0.00	\$11,979.51	\$23,755.00	50.43 %	\$11,775.49
		\$21,990.32	\$293,405.60	\$341,730.00	85.86 %	\$48,324.40
		\$21,990.32	\$293,405.60	\$341,730.00	85.86 %	\$48,324.40

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
<b>Total</b>	<b>Utilities and Environment</b>	<b>\$21,990.32</b>	<b>\$293,405.60</b>	<b>\$341,730.00</b>	<b>85.86 %</b>	<b>\$48,324.40</b>
405-000-000-580-00-00-00	Nonexpenditures					
405-000-000-582-00-00-00	Redemption of Long Term Debt					
	- Proprietary Funds					
405-000-000-582-34-78-00	Pwtf Loan Repayment	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Redemption of Long Term Debt</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	- Proprietary Funds					
405-000-000-588-00-00-00	Other Decreases in Net Cash					
	And Investments					
405-000-000-588-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Other Decreases in Net Cash</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	And Investments					
405-000-000-589-00-00-00	Other Non-Expenditures	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Nonexpenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
405-000-000-590-00-00-00	Debt Service					
405-000-000-594-00-00-00	Capital Expenditures					
405-000-000-594-34-63-00	Capital Outlay - Other Improve	\$0.00	\$0.00	\$105,000.00	0.00 %	\$105,000.00
405-000-000-594-34-64-00	Capital Outlay - Equipment	\$0.00	\$0.00	\$0.00		\$0.00
405-000-000-594-34-66-00	Capital Outlay - Leases	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Capital Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$105,000.00</b>	<b>0.00 %</b>	<b>\$105,000.00</b>
<b>Total</b>	<b>Debt Service</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00 %</b>	<b>\$0.00</b>
<b>Total</b>	<b>Expenditure</b>	<b>\$21,990.32</b>	<b>\$293,405.60</b>	<b>\$568,740.00</b>	<b>51.59 %</b>	<b>\$275,334.40</b>
<b>Total</b>	<b>Water Fund</b>	<b>\$21,990.32</b>	<b>\$293,405.60</b>	<b>\$568,740.00</b>	<b>51.59 %</b>	<b>\$275,334.40</b>
407-000-000-000-00-00-00	Sewer Fund					
407-000-000-500-00-00-00	Expenditure					
407-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$61,157.00	0.00 %	\$61,157.00
407-000-000-508-10-00-00	Ending Investments	\$0.00	\$0.00	\$62,500.00	0.00 %	\$62,500.00
407-000-000-508-20-00-00	Unanticipated Expense	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-530-00-00-00	Utilities and Environment					

# Expenditure

2009 - December

Account Number	Description	Project	Fiscal	Subtotal	% of Total	Balance
<b>407-000-000-534-00-00-00</b>	<b>Water Utilities</b>					
<b>407-000-000-534-70-00-00</b>	<b>Operations - Customer Service</b>					
	<b>And Marketing</b>					
407-000-000-534-70-10-00	Salaries And Wages	\$18,673.55	\$237,580.92	\$226,125.00	105.07 %	(\$11,455.92)
407-000-000-534-70-20-00	Personnel Benefits	\$7,957.44	\$93,684.83	\$112,950.00	82.94 %	\$19,265.17
<b>407-000-000-534-70-31-00</b>	<b>Operating Supplies</b>					
407-000-000-534-70-31-01	Office - Supplies	\$3,364.83	\$26,243.71	\$30,000.00	87.48 %	\$3,756.29
407-000-000-534-70-31-10	Fuel	\$64.86	\$911.38	\$500.00	182.28 %	(\$411.38)
407-000-000-534-70-41-00	Professional Services	\$94.00	\$784.12	\$1,200.00	65.34 %	\$415.88
407-000-000-534-70-42-00	Communications	\$4,225.00	\$18,812.51	\$30,000.00	62.71 %	\$11,187.49
407-000-000-534-70-43-00	Travel	\$579.88	\$6,967.99	\$8,000.00	87.10 %	\$1,032.01
407-000-000-534-70-44-00	Advertising	\$0.00	\$86.00	\$500.00	17.20 %	\$414.00
<b>407-000-000-534-70-45-00</b>	<b>Rent - City Hall</b>					
407-000-000-534-70-45-10	Rental/lease Equipment	\$0.00	\$0.00	\$200.00	0.00 %	\$200.00
407-000-000-534-70-46-00	Insurance	\$60.00	\$720.00	\$720.00	100.00 %	\$0.00
407-000-000-534-70-47-00	Public Utility Service (city)	\$0.00	\$5,600.00	\$5,600.00	100.00 %	\$0.00
407-000-000-534-70-48-00	Repair And Maintenance	\$2,644.48	\$38,909.99	\$45,000.00	86.47 %	\$6,090.01
<b>407-000-000-534-70-49-00</b>	<b>Training</b>					
407-000-000-534-70-49-10	Miscellaneous-Permits And Fees	\$43.79	\$5,318.21	\$5,000.00	106.36 %	(\$318.21)
407-000-000-534-70-49-20	Miscellaneous	\$0.00	\$318.00	\$2,000.00	15.90 %	\$1,682.00
407-000-000-534-70-53-00	External Taxes	\$0.00	\$4,535.20	\$2,000.00	226.76 %	(\$2,535.20)
407-000-000-534-70-62-00	Capital Outlay-Building	\$129.08	\$629.90	\$500.00	125.98 %	(\$129.90)
<b>407-000-000-534-70-63-00</b>	<b>Capital Outlay - System</b>					
407-000-000-534-70-63-10	Capital System Engineering	\$977.17	\$9,827.67	\$12,000.00	81.90 %	\$2,172.33
407-000-000-534-70-63-20	Capital System Finance Interst	\$0.00	\$0.00	\$200.00	0.00 %	\$200.00
407-000-000-534-70-64-00	Capital Outlay - Equipment	\$0.00	(\$12,794.00)	\$0.00		\$12,794.00
407-000-000-534-70-65-00	Capital Outlay-Extension	\$0.00	\$0.00	\$0.00		\$0.00
<b>407-000-000-534-70-78-00</b>	<b>Pwtf Loan Repayment</b>					
407-000-000-534-70-78-10	Rural Development Loan Payment	\$106.72	\$6,023.97	\$49,550.00	12.16 %	\$43,526.03
		\$0.00	\$0.00	\$0.00		\$0.00
		\$0.00	\$21,911.25	\$22,220.00	98.61 %	\$308.75
		\$0.00	\$0.00	\$146,178.00	0.00 %	\$146,178.00

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
407-000-000-534-70-78-20	L&P Interfund Loan Repayment	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Operations - Customer Service And Marketing</b>	\$38,920.80	\$466,071.65	\$700,443.00	66.54 %	\$234,371.35
	<b>Total Water Utilities</b>	\$38,920.80	\$466,071.65	\$700,443.00	66.54 %	\$234,371.35
	<b>Total Utilities and Environment Nonexpenditures</b>	\$38,920.80	\$466,071.65	\$700,443.00	66.54 %	\$234,371.35
407-000-000-580-00-00-00	Redemption of Long Term Debt					
407-000-000-582-00-00-00	- Proprietary Funds					
407-000-000-582-00-71-00	Fmha Bond Principal/Interest	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-582-34-72-00	Usda Bond Principal	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-582-35-78-00	Pwtf Debt Principal	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Redemption of Long Term Debt - Proprietary Funds</b>	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-588-00-00-00	Other Decreases in Net Cash					
407-000-000-588-80-00-00	And Investments					
	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Other Decreases in Net Cash And Investments</b>	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-589-00-00-00	Other Non-Expenditures					
	<b>Total Nonexpenditures Debt Service</b>	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-590-00-00-00	Redemption Of Long-Term Debt					
407-000-000-591-00-00-00	- Governmental Funds					
407-000-000-591-34-78-10	Usda Sewer Bonds - Principal	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-591-34-78-20	Pwtf Loan - Principal	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Redemption Of Long-Term Debt - Governmental Funds</b>	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-592-00-00-00	Interest And Other Debt Service					
	<b>Costs</b>					
407-000-000-592-34-83-00	Usda Bond Interest	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-592-34-83-10	Usda Sewer Bonds - Interest	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-592-35-83-00	Pwtf Debt. Intrest	\$0.00	\$0.00	\$0.00		\$0.00

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
<b>Total</b>	<b>Interest And Other Debt Service</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Costs</b>					
	<b>Capital Expenditures</b>					
407-000-000-594-34-63-00	Capital Outlay - Other Improve	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-594-34-63-10	Capital Outlay - Engineering	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-594-34-63-20	Capital Outlay - Finance Int.	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Capital Outlay - Other Improve</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
407-000-000-594-34-64-00	Capital Outlay - Equipment	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-594-34-65-00	Capital Outlay - Extension	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-594-34-83-00	Pwtf Loan - Interest	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-594-35-63-00	Capital Outlay - System	\$0.00	\$0.00	\$0.00		\$0.00
407-000-000-594-35-64-00	Capital Outlay Equipment	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Capital Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
407-000-000-597-00-00-00	Operating Transfers Out	\$12,200.00	\$146,400.00	\$0.00		(\$146,400.00)
<b>Total</b>	<b>Debt Service</b>	<b>\$12,200.00</b>	<b>\$146,400.00</b>	<b>\$0.00</b>		<b>(\$146,400.00)</b>
<b>Total Expenditure</b>		<b>\$51,120.80</b>	<b>\$612,471.65</b>	<b>\$824,100.00</b>	<b>74.32 %</b>	<b>\$211,628.35</b>
<b>Total Sewer Fund</b>		<b>\$51,120.80</b>	<b>\$612,471.65</b>	<b>\$824,100.00</b>	<b>74.32 %</b>	<b>\$211,628.35</b>
409-000-000-000-00-00-00	Storm Water Fund					
409-000-000-500-00-00-00	Expenditure	\$0.00	\$0.00	\$25,730.00	0.00 %	\$25,730.00
409-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-508-10-00-00	Ending Investments	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>Utilities and Environment</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
409-000-000-534-00-00-00	Water Utilities					
409-000-000-534-70-00-00	Operations - Customer Service					
409-000-000-534-70-10-00	And Marketing	\$1,481.10	\$20,240.07	\$20,950.00	96.61 %	\$709.93
409-000-000-534-70-20-00	Salaries And Wages	\$788.92	\$9,613.71	\$12,700.00	75.70 %	\$3,086.29
409-000-000-534-70-31-00	Personnel Benefits	\$50.16	\$1,486.86	\$1,000.00	148.69 %	(\$486.86)
409-000-000-534-70-41-00	Operating Supplies	\$4,692.85	\$12,684.60	\$12,000.00	105.71 %	(\$684.60)
409-000-000-534-70-48-00	Professional Services	\$0.00	\$604.25	\$2,000.00	30.21 %	\$1,395.75
	Repair And Maintenance					

# Expenditure

2009 - December

Account Number	Description	FY09	Fiscal	Subobj	Avail Total	Balance
409-000-000-534-70-53-00	External Taxes	\$45.73	\$480.41	\$750.00	64.05 %	\$269.59
409-000-000-534-70-62-00	Capital Outlay-Building	\$0.00	\$0.00	\$200.00	0.00 %	\$200.00
409-000-000-534-70-63-00	Capital Outlay-Other Improvem	\$0.00	\$3,051.99	\$8,000.00	38.15 %	\$4,948.01
409-000-000-534-70-64-00	Capital Outlay - Equipment	\$0.00	\$887.82	\$4,670.00	19.01 %	\$3,782.18
	<b>Total Operations - Customer Service And Marketing</b>	<b>\$7,058.76</b>	<b>\$49,049.71</b>	<b>\$62,270.00</b>	<b>78.77 %</b>	<b>\$13,220.29</b>
	<b>Total Water Utilities</b>	<b>\$7,058.76</b>	<b>\$49,049.71</b>	<b>\$62,270.00</b>	<b>78.77 %</b>	<b>\$13,220.29</b>
	<b>Total Utilities and Environment Debt Service</b>	<b>\$7,058.76</b>	<b>\$49,049.71</b>	<b>\$62,270.00</b>	<b>78.77 %</b>	<b>\$13,220.29</b>
409-000-000-590-00-00-00	Capital Expenditures	\$0.00	\$0.00	\$0.00	0.00 %	\$0.00
409-000-000-594-34-64-00	Capital Outlay - Equipment	\$0.00	\$0.00	\$0.00	0.00 %	\$0.00
409-000-000-594-35-64-00	Capital Outlay - Equipment	\$0.00	\$0.00	\$50,000.00	0.00 %	\$50,000.00
409-000-000-594-38-63-00	Stormwater Loan	\$0.00	\$0.00	\$50,000.00	0.00 %	\$50,000.00
	<b>Total Capital Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$138,000.00</b>	<b>35.54 %</b>	<b>\$88,950.29</b>
	<b>Total Debt Service</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$138,000.00</b>	<b>35.54 %</b>	<b>\$88,950.29</b>
	<b>Total Expenditure</b>	<b>\$7,058.76</b>	<b>\$49,049.71</b>	<b>\$138,000.00</b>	<b>35.54 %</b>	<b>\$88,950.29</b>
410-000-000-000-00-00-00	Light & Power Reserve Fund	\$0.00	\$0.00	\$0.00		\$0.00
410-000-000-500-00-00-00	Expenditure	\$0.00	\$0.00	\$0.00		\$0.00
410-000-000-580-00-00-00	Nonexpenditures	\$0.00	\$0.00	\$0.00		\$0.00
410-000-000-589-00-00-00	Transfer TO Operating Fund	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Nonexpenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
410-000-000-590-00-00-00	Debt Service	\$0.00	\$0.00	\$0.00		\$0.00
410-000-000-597-00-00-00	Investment Purchase Simpson	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Debt Service</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total Expenditure</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
411-000-000-000-00-00-00	Light & Power Reserve Fund	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Reed (I/p) Reserve Fund</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	Act Total	Balance
411-000-000-500-00-00-00	Expenditure					\$0.00
411-000-000-590-00-00-00	Debt Service					\$0.00
411-000-000-597-00-00-00	Transfer Out - Reed TO Sewer	\$0.00	\$0.00	\$0.00		\$0.00
	Total Debt Service	\$0.00	\$0.00	\$0.00		\$0.00
	Total Expenditure	\$0.00	\$0.00	\$0.00		\$0.00
	Total Reed (I/p) Reserve Fund	\$0.00	\$0.00	\$0.00		\$0.00
413-000-000-000-00-00-00	Ambulance Fund					
413-000-000-500-00-00-00	Expenditure					
413-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$1,280.00	0.00 %	\$1,280.00
413-000-000-508-10-00-00	Ending Investments	\$0.00	\$0.00	\$0.00		\$0.00
413-000-000-520-00-00-00	Public Safety					
413-000-000-526-00-00-00	Ambulance, Rescue and Emergency Aid					
413-000-000-526-20-00-00	Ambulance Services					
413-000-000-526-20-10-00	Salaries And Wages	\$33.98	\$496.08	\$510.00	97.27 %	\$13.92
413-000-000-526-20-20-00	Personnel Benefits	\$13.75	\$190.76	\$160.00	119.23 %	(\$30.76)
413-000-000-526-20-31-00	Operating Supplies	\$0.00	\$0.00	\$50.00	0.00 %	\$50.00
413-000-000-526-20-51-00	Ambulance Contract Services	\$0.00	\$0.00	\$0.00		\$0.00
413-000-000-526-20-78-10	Contract Services	\$4,824.58	\$60,871.10	\$48,000.00	126.81 %	(\$12,871.10)
413-000-000-526-20-78-20	Interfund Loan Repayment	\$0.00	\$15,000.00	\$0.00		(\$15,000.00)
	Total Ambulance Services	\$4,872.31	\$76,557.94	\$48,720.00	157.14 %	(\$27,837.94)
	Total Ambulance, Rescue and Emergency Aid	\$4,872.31	\$76,557.94	\$48,720.00	157.14 %	(\$27,837.94)
	Total Public Safety	\$4,872.31	\$76,557.94	\$48,720.00	157.14 %	(\$27,837.94)
	Total Expenditure	\$4,872.31	\$76,557.94	\$50,000.00	153.12 %	(\$26,557.94)
417-000-000-000-00-00-00	Ambulance Fund					
417-000-000-500-00-00-00	Unknown Fund					
417-000-000-508-00-00-00	Expenditure					
417-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
	Total Expenditure	\$0.00	\$0.00	\$0.00		\$0.00

# Expenditure

2009 - December

	<b>Total Unknown Fund</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
421-000-000-000-00-00-00	W & S Bond Retirement Fund					\$0.00
421-000-000-500-00-00-00	Expenditure					\$0.00
421-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
421-000-000-580-00-00-00	Nonexpenditures					\$0.00
421-000-000-582-00-00-00	Debt Principal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
421-000-000-582-35-20-00	Usda Sewer Bond Principal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
421-000-000-582-35-72-00	Usda Sewer Bond Principle	\$0.00	\$28,837.20	\$0.00	\$0.00	(\$28,837.20)
421-000-000-588-00-00-00	Other Decreases in Net Cash And Investments					
421-000-000-588-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Other Decreases in Net Cash And Investments</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Nonexpenditures</b>	\$0.00	\$28,837.20	\$0.00	\$0.00	(\$28,837.20)
421-000-000-590-00-00-00	Debt Service					\$0.00
421-000-000-592-00-00-00	Interest-Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
421-000-000-592-35-83-00	Usda Sewer Bond Interest	\$0.00	\$117,340.80	\$0.00	\$0.00	(\$117,340.80)
	<b>Total Debt Service</b>	\$0.00	\$117,340.80	\$0.00	\$0.00	(\$117,340.80)
	<b>Total Expenditure</b>	\$0.00	\$146,178.00	\$0.00	\$0.00	(\$146,178.00)
	<b>Total W &amp; S Bond Retirement Fund</b>	\$0.00	\$146,178.00	\$0.00	\$0.00	(\$146,178.00)
422-000-000-000-00-00-00	Water Reserve Fund					
422-000-000-500-00-00-00	Expenditure					
422-000-000-580-00-00-00	Nonexpenditures					
422-000-000-589-00-00-00	Transfer TO Operating Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Nonexpenditures</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Expenditure</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Water Reserve Fund</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
423-000-000-000-00-00-00	Sewer Reserve Fund					
423-000-000-500-00-00-00	Expenditure					
423-000-000-580-00-00-00	Nonexpenditures					
423-000-000-589-00-00-00	Transfer TO Operating Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

# Expenditure

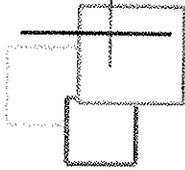
2009 - December

Account Number	Description	Fund	Fiscal	Budget	% of Total	Balance
<b>Total Nonexpenditures</b>				<b>\$0.00</b>		<b>\$0.00</b>
423-000-000-590-00-00-00	Debt Service			\$0.00		\$0.00
423-000-000-597-00-00-00	Operating Transfers Out			\$0.00		\$0.00
<b>Total Debt Service</b>				<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Expenditure</b>				<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Sewer Reserve Fund</b>				<b>\$0.00</b>		<b>\$0.00</b>
424-000-000-000-00-00-00	Garbage Reserve Fund			\$0.00		\$0.00
424-000-000-500-00-00-00	Expenditure			\$0.00		\$0.00
424-000-000-580-00-00-00	Nonexpenditures			\$0.00		\$0.00
424-000-000-589-00-00-00	Transfer TO Operating Fund			\$0.00		\$0.00
<b>Total Nonexpenditures</b>				<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Expenditure</b>				<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Garbage Reserve Fund</b>				<b>\$0.00</b>		<b>\$0.00</b>
431-000-000-000-00-00-00	Unknown Fund			\$0.00		\$0.00
431-000-000-500-00-00-00	Expenditure			\$0.00		\$0.00
431-000-000-508-00-00-00	Ending Net Cash			\$0.00		\$0.00
<b>Total Expenditure</b>				<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Unknown Fund</b>				<b>\$0.00</b>		<b>\$0.00</b>
471-000-000-000-00-00-00	Unknown Fund			\$0.00		\$0.00
471-000-000-500-00-00-00	Expenditure			\$0.00		\$0.00
471-000-000-508-00-00-00	Ending Net Cash			\$0.00		\$0.00
<b>Total Expenditure</b>				<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Unknown Fund</b>				<b>\$0.00</b>		<b>\$0.00</b>
513-000-000-000-00-00-00	Unknown Fund			\$0.00		\$0.00
513-000-000-500-00-00-00	Expenditure			\$0.00		\$0.00
513-000-000-520-00-00-00	Public Safety			\$0.00		\$0.00
513-000-000-526-00-00-00	Ambulance, Rescue and Emergency Aid			\$0.00		\$0.00
513-000-000-526-20-00-00	Ambulance Services			\$0.00		\$0.00

# Expenditure

2009 - December

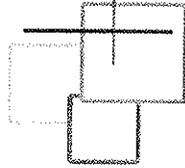
Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
513-000-000-526-20-78-20	Interfund Loan Repayment	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Ambulance Services</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Ambulance, Rescue and Emergency Aid</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Public Safety</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Expenditure</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Unknown Fund</b>	\$0.00	\$0.00	\$0.00		\$0.00
600-000-000-500-00-00-00	Expenditure	\$0.00	\$0.00	\$0.00		\$0.00
600-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
600-000-000-580-00-00-00	Nonexpenditures	\$0.00	\$0.00	\$0.00		\$0.00
600-000-000-588-00-00-00	Other Decreases in Net Cash And Investments	\$0.00	\$0.00	\$0.00		\$0.00
600-000-000-588-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Other Decreases in Net Cash And Investments</b>	\$0.00	\$0.00	\$0.00		\$0.00
600-000-000-589-00-00-00	Refund Customer Deposit	\$0.00	\$13,094.61	\$0.00		(\$13,094.61)
	<b>Total Nonexpenditures</b>	\$0.00	\$13,094.61	\$0.00		(\$13,094.61)
	<b>Total Expenditure</b>	\$0.00	\$13,094.61	\$0.00		(\$13,094.61)
601-000-000-000-00-00-00	Investment Trust Funds					
601-000-000-500-00-00-00	Expenditure					
601-000-000-508-00-00-00	Ending Net Cash And Investments					
601-000-000-508-10-00-00	Ending Investments	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Ending Net Cash And Investments</b>	\$0.00	\$0.00	\$0.00		\$0.00
601-000-000-580-00-00-00	Nonexpenditures					
601-000-000-589-00-00-00	Refund Customer Deposit	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Nonexpenditures</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Expenditure</b>	\$0.00	\$0.00	\$0.00		\$0.00
610-000-000-000-00-00-00	Total Investment Trust Funds Consumer Deposits-H2O	\$0.00	\$0.00	\$0.00		\$0.00



# Expenditure

2009 - December

Account Number	Description	Period	Fiscal	Budget	% of Total	Balance
<b>610-000-000-500-00-00-00</b>	<b>Expenditure</b>					
610-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
610-000-000-580-00-00-00	Nonexpenditures					
610-000-000-589-00-00-00	Non-Expenditures	\$0.00	\$3,406.58	\$0.00		(\$3,406.58)
	Total Nonexpenditures	\$0.00	\$3,406.58	\$0.00		(\$3,406.58)
	Total Expenditure	\$0.00	\$3,406.58	\$0.00		(\$3,406.58)
	Total Consumer Deposits-H2O	\$0.00	\$3,406.58	\$0.00		(\$3,406.58)
<b>620-000-000-000-00-00-00</b>	<b>Unknown Fund</b>					
620-000-000-500-00-00-00	Expenditure					
620-000-000-580-00-00-00	Nonexpenditures					
620-000-000-589-00-00-00	Non-Expenditures	\$0.00	\$0.00	\$0.00		\$0.00
	Total Nonexpenditures	\$0.00	\$0.00	\$0.00		\$0.00
	Total Expenditure	\$0.00	\$0.00	\$0.00		\$0.00
	Total Unknown Fund	\$0.00	\$0.00	\$0.00		\$0.00
<b>621-000-000-000-00-00-00</b>	<b>Private-Purpose Trust Funds</b>					
621-000-000-500-00-00-00	Expenditure					
621-000-000-508-00-00-00	Ending Net Cash And Investments					
621-000-000-508-10-00-00	Ending Investments	\$0.00	\$0.00	\$0.00		\$0.00
	Total Ending Net Cash And Investments	\$0.00	\$0.00	\$0.00		\$0.00
<b>621-000-000-580-00-00-00</b>	<b>Nonexpenditures</b>					
621-000-000-589-00-00-00	Non-Expenditures	\$0.00	\$0.00	\$0.00		\$0.00
	Total Nonexpenditures	\$0.00	\$0.00	\$0.00		\$0.00
	Total Expenditure	\$0.00	\$0.00	\$0.00		\$0.00
	Total Private-Purpose Trust Funds	\$0.00	\$0.00	\$0.00		\$0.00
<b>800-000-000-500-00-00-00</b>	<b>Expenditure</b>					
800-000-000-508-00-00-00	Ending Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
800-000-000-580-00-00-00	Nonexpenditures					
800-000-000-589-00-00-00	Claims-No-Expenditure Transfer	\$0.00	\$0.00	\$0.00		\$0.00



# Expenditure

2009 - December

Account Number	Description	Period	Subal	Subobj	% of Total	Balance
	<b>Total Nonexpenditures</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Expenditure</b>	\$0.00	\$0.00	\$0.00		\$0.00
801-000-000-000-00-00-00	Payroll Fund					
801-000-000-500-00-00-00	Expenditure					
801-000-000-508-00-00-00	Beginning Net Cash					
801-000-000-580-00-00-00	Nonexpenditures					
801-000-000-588-00-00-00	Other Decreases in Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
	And Investments					
801-000-000-588-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
	Other Decreases in Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
	And Investments					
801-000-000-589-00-00-00	Payrollino-Expenditure Transfer	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Nonexpenditures</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Expenditure</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Payroll Fund</b>	\$0.00	\$0.00	\$0.00		\$0.00
900-000-000-500-00-00-00	Expenditure					
900-000-000-580-00-00-00	Nonexpenditures					
900-000-000-588-00-00-00	Other Decreases in Net Cash					
	And Investments					
900-000-000-588-80-00-00	Prior Period Adjustments	\$0.00	\$0.00	\$0.00		\$0.00
	Other Decreases in Net Cash	\$0.00	\$0.00	\$0.00		\$0.00
	And Investments					
	<b>Total Nonexpenditures</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total Expenditure</b>	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Grand Total</b>	\$376,016.92	\$4,836,305.65	\$7,341,485.00	65.88 %	\$2,505,179.35

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: January 25, 2010  
RE: LEGAL ACTIVITIES as of JANUARY 27, 2010.

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. **LeMAY CONTRACT:** What is anticipated to be the final draft of the contract for services has been provided. In terms of changes from the last copy you received, the following changes have been made:

A. Wherever the word "toter" was utilized, the word "cart" has been substituted. As it turns out, "toter" is a brand name with the usual copyright challenges.

B. Section 23 has been modified so that, rather than a letter of credit, they will be providing a performance bond. This has the same effect.

C. Section 30, Subsection D (the 1% penalty for failure to timely file reports), has been deleted since we would have a hard time knowing upon what to base the 1%. Rather, the failure would be a breach of the agreement to trigger the notice/cancellation provision.

D. Section 32.B.2 now has \$2.76 inserted as the fuel price as of December.

E. The new contract starts as of January 1, 2010, and thus runs through the end of 2016.

The draft contract, prior to these last modifications, was reviewed and approved by Chris Vessey, who was the council member designated to work on the updating with Delroy Cox of

LeMay. I do not remember if the Mayor has been authorized to sign. If so and the draft meets his approval, it will go forward. If not, I would recommend that the Council undertake such review as it deems appropriate and it then move forward.

2. **AUDIT:** Following the attendance at the exit audit, I did a letter responding to the questions/suggestions which were raised during their review. As you are aware, basically all of their suggestions had been implemented prior to their being made. I also suggested they consider setting the next audit over to 2010, rather than coming back this year to audit only 2009. While the savings might "only" be in the area of \$4,000.00-5,000.00, that is real money. It would then put us back on the normal biennial audit situation, so long as we do not get a large federal grant. (By "large", it is my memory that it is \$500,000.00.)

3. **GRAVEL PIT ISSUE:** The necessity of review by the County's Boundary Review Board arises out of the fact that while the land does not have a value greater than \$2,000,000.00, it does exceed the ten acre size which may be exempted from review by the Board in the discretion of the Chair of the Board. (RCW 39.93.110). If we have not already done so, I would recommend that we submit the matter to the Board for its review. Ironically, the review is necessitated since the Board was created under RCW 36.93, which exempts only those annexations referenced above, whereas if the County had simply moved forward with the defacto annexation review created under RCW 35A.14.160, none of this would be necessary since an annexation for municipal purposes is exempt from review by that board.

4. **PUBLIC RECORDS ACT SEMINAR:** By the time of this meeting, Ms. Collins, along with her compatriots from Elma and Montesano, as well as myself, will have attended a seminar being put on by a new organization associated with the Washington State Association of Municipal Attorneys a/k/a WSAMA. It will be dealing with the changes in the Act implemented legislatively, as well as the effects of various of the judicial decisions, likely including the one imposing significant monetary penalties upon King County for failing to timely and adequately respond to a request.

When I received notification of the seminar, there was a note that WCIA would fund attendance by one representative from a certain number of its members. I contacted Mr. Leigh, the executive director, and Ms. Campbell, the number two person, requesting such funding for McCleary, as well as our neighbors to the west, as well as funding for my attendance, characterizing that as a .333333 contribution. Ms. Campbell and Mr. Leigh agreed. I believe this will be a day well spent since it is

likely the requests for records will increase, not decrease, over time.

5. ELECTRONIC COMMUNICATIONS:

A. General Comment: As is recognized by all, the Public Records Act applies to electronic communications. That application includes the aspect of having to maintain such communications, either in an electronic form or print form. Some time back I included within one of these reports a discussion about an associated point, the importance of having separate email addresses for your utilization at any time you send or receive communications about City business. The matter was briefly referenced at the last meeting as well. I would continue to recommend strongly that the City move forward with as much expediency as funding and equipment will allow to set up a system under which each of you have a "city" address and utilize it exclusively for any city-related communications, whether to a citizen, a fellow elected official, or otherwise. Further, that it be set up so a copy automatically goes to the City server or a state-provided storage facility.

As to what those steps will require, I yield totally to folks such as Mr. Mercer who have a lot more knowledge in this area than I. However, as with compliance with the ADA, it is only a matter of time when the request will come which, if the steps have not been taken, will require direct access to a personal computer's storage source. (We have already gone through an extensive response to such a request in the litigation brought by Mr. Brogan.)

B. Web 2 a/k/a Twitter Tweets, Facebook, et al: While the first phase is challenging enough, it is acknowledged that, in addition to the "normal" web use, there is an increasing use by entities and officials, whether elected or appointed, of tools such as the Twitter system or Facebook. Based upon a presentation provided by WCIA prior to the Fall WSAMA conference, this appears to be an issue which creates additional challenges as to whether and, if the whether question is answered in the affirmative, under what conditions a municipal entity, its officers, officials, and employees should utilize the systems for communicating about municipal business. Apparently, such use has resulted in a couple of cities receiving PRA requests from the Evergreen Freedom Foundation about such communication use by particular council members. Happily, we are not one of those entities.

Since this discussion ties to the matter raised in SA, I have provided to Ms. Collins a copy of the presentation made at the Conference so she may make copies for those of you who may

wish to read further on the subject. Additionally, if you wish to go more extensively into the subject, there are a number of other posts by Mr. Ramerman, an attorney with Foster, Pepper, who specializes in this area, on his blog, the address for which will be provided to Ms. Collins.

The bottom line in relation to both SA and SB is that it is an area which I would recommend immediate review as to what appropriate steps need be taken to insure use only of the City provided email address for anything tied to the City and that copies of any emails you send automatically be stored on the City's server.

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

DG/le

*Craft 1*

WASHINGTON STATE BOUNDARY REVIEW BOARD FOR  
GRAYS HARBOR COUNTY

NOTICE OF INTENTION

Submit this Notice of Intention form and the exhibits listed below to the Boundary Review Board, Grays Harbor County Commissioners Office, 100 W. Broadway Suite #1, Montesano, WA 98563 for determination of sufficiency by the Clerk of the Board. When deemed sufficient, the **original** and an additional **twelve (12) copies of the Notice of Intention and Exhibits** and a **filing fee of \$50.00** are required for filing.

The Notice of Intention is to be completed by an elected official or employee of the governmental jurisdiction that is seeking the boundary change action or the proponent in the case of incorporation or formation.

- 1. Name of City, Town, or Special Purpose District City of McCleary
- 2. Action Sought Annexation
- 3. Reason for seeking action Property is owned by the City
- 4. Method used to initiate the proposed action Annexation for Municipal Purposes
- 5. State statute under which action is sought RCW 35A.14.300

6. **Items submitted must be labeled and in order of this format:**

**EXHIBIT A.** A copy of the legal description of the boundaries of the area involved in the proposed action certified by a registered engineer or land surveyor.

**EXHIBIT B.** County Assessor's map showing the full section, township and range, with the subject area clearly outlined. Include a list of parcel numbers for lots in the proposed area.

**EXHIBIT C.** A vicinity map no larger than 11" x 17" and reproducible on a **non-color** photocopier displaying:

- 1) The boundary of the area involved in the proposal and the size in acres.
- 2) The current corporate boundaries of the proposing entity.
- 3) Major physical features such as streets and highways, railways, public facilities, rivers, freeways etc.
- 4) The boundaries of all cities or special purpose districts having jurisdiction in or near the proposed area.
- 5) The location of the nearest service point(s) for the required utility services to the area. Showing existing (and proposed) water/sewer lines and diameters.

**EXHIBIT D.** Documentation of the process: copy of the petition; copy of assessed valuation; affidavit of publication of public hearing notice; copy of minutes of public hearing; a signed copy of the resolution or ordinance accepting the proposal as officially passed.

**EXHIBIT E.** When applicable - a copy of the State Environmental Policy Act (SEPA) Threshold Determination and completed SEPA checklist pertaining to the proposed BRB action with adequate explanations to answers. Include the list of persons who were sent the checklist and all written comments from governmental agencies and the general public.

**EXHIBIT F.** Names and addresses of all property owners of lands abutting the proposed action, but not within the jurisdiction proposing the action (RCW 36.93.100(4)).

**Exhibit G.** Any pre-annexation agreements for service or performance agreements with any other jurisdiction that is relevant to this proposal.

## FACTORS THE BOARD MUST CONSIDER

Please respond to the following elements regarding the factors the Board must consider as outlined in RCW 36.93.170.

### POPULATION AND LAND USE

1. Population of the proposed area   0   Population of the existing entity   1550
2. Acres of the proposed area   12   Acres of the existing entity \_\_\_\_\_
3. Assessed valuation of proposed area   \$82,500.00
4. Existing land use of the proposed area   Gravel pit, creek and forest
5. Existing land use of the area surrounding the proposed area   Single family residential on large lots, Capitol Forest to the east
6. Current land use proposals for this area   None
7. Grays Harbor Comprehensive Plan designation for the proposed area \_\_\_\_\_
8. Grays Harbor Comprehensive Plan designation for surrounding areas \_\_\_\_\_
9. Grays Harbor zoning for the proposed area   RR – west of creek, G5 – east of creek
10. Grays Harbor zoning for surrounding areas   RR to the west, G5 to the east

11. Is the proposal within any identified Urban Service Area? (Public water, sewer, etc) \_\_\_\_\_
12. Is the proposed area within or include any environmentally Sensitive Areas? \_\_\_\_\_
13. Describe the topography, drainage basins and natural boundaries which are included in the area of the proposal and how each affects land use, accessibility and potential development. \_\_\_\_\_  
\_\_\_\_\_
14. Describe how much and what type of growth has been projected for this area and adjacent incorporated and unincorporated areas during the next ten-year period. What source is the basis for this projection?  
\_\_\_\_\_  
\_\_\_\_\_

**MUNICIPAL SERVICES**

1. Name the current service purveyors in the proposed area.  

Water <u>None</u>	Police <u>Grays Harbor County Sheriff</u>	
Sewer <u>None</u>	School <u>McCleary School District</u>	
Fire <u>District 12</u>	Library <u>Timberland</u>	
2. What service changes will occur if the proposal is approved? None
3. What effect will your jurisdiction's ordinances, governmental codes, regulations and resolutions have on existing uses in the proposed area?  
County permits for gravel extraction or storage will not be required; the City intends to remove construction materials at the site within the near future
4. What are the prospects of governmental services from other sources?  
None
5. What are the probable future needs for services and controls in the area?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. What is the probable effect of the proposal on the cost and adequacy of services and controls in the proposed area?  
None

In the adjacent area? None

7. What is the probable effect of the proposal on the finances, debt structure, contractual obligations and right of all affected government units? None

### LOCAL GOVERNMENT

What is the effect of the proposal on adjacent areas, on mutual economic and social interests and on the local governmental structure of the county?

None

### ENVIRONMENTAL REVIEW

Describe the environmental review process for the proposed action: None -- exempt from SEPA (RCW 43.21C.222)

### OBJECTIVES OF THE BOUNDARY REVIEW BOARD

Describe how this proposal meets the objectives of RCW 36.93.180. Give your reasons for each of the objectives chosen.

1. Preservation of natural neighborhoods and communities.

2. Use of physical boundaries, including but not limited to bodies of water, highways and land contours.

3. Creation and preservation of logical service areas.

4. Prevention of abnormally irregular boundaries. \_\_\_\_\_  
\_\_\_\_\_
5. Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas. \_\_\_\_\_  
\_\_\_\_\_
6. Dissolution of inactive special purpose districts. \_\_\_\_\_  
\_\_\_\_\_
7. Adjustment (correction) of impractical boundaries. \_\_\_\_\_  
\_\_\_\_\_
8. Incorporation as cities or towns or annexation to cities and towns of unincorporated areas which are urban in character. \_\_\_\_\_  
\_\_\_\_\_
9. Protection of agricultural lands. \_\_\_\_\_  
\_\_\_\_\_

**I certify that the above is true and accurate and that I am an official or employee of the governmental jurisdiction seeking boundary change action or the proponent for the incorporation or formation.**

**Date** \_\_\_\_\_

Printed Name of Person Reviewing this Notice Wallace Bentley

Signature \_\_\_\_\_

Title Mayor

Telephone 360-495-3667

Mailing Address 100 South 3<sup>rd</sup> Street, McCleary, WA 98557

Email address wallyb@cityofmccleary.com

Printed name of person completing this form Busse Nutley

Signature \_\_\_\_\_

Mailing Address 100 South 3<sup>rd</sup> Street,

McCleary, WA 98557

Telephone 360-495-3667

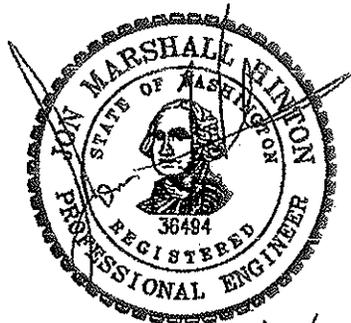
Email address bussen@cityofmccleary.com

Legal Description for Annexation  
of Old County Pit Site H-136  
Into the City of McCleary

All that portion of the South half of the Northeast quarter of the Northwest quarter of Section 24, Township 18 North, Range 5 West, W.M., described as follows: Beginning at a point in the center of the county road traversing said subdivision which lies South 52 14'30" East a distance of 2002.83 feet from the Northwest corner of said section; thence North 89 33'30" East 375 feet, more or less, to the East line of the Southwest quarter of said Northeast quarter of the Northwest quarter; thence South along said East line 80 feet, more or less, to the Southeast corner of said subdivision; thence East along said South line to the Southeast corner of the said Northeast quarter of the Northwest quarter; thence North along the East line thereof to the Northeast corner of the Southeast quarter of said Northeast quarter of the Northwest quarter; thence West along the North line of the South half of the said Northeast quarter of the Northwest quarter a distance of 640 feet, more or less, to the center of said county road; thence Southwesterly along the center of said county road to the place of beginning: EXCEPTING therefrom that portion lying within the said county road.

The lands described herein contain an area of 12 acres, more or less, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the Office of the Director of Highways at Olympia, Washington, and bearing date of approval March 9, 1954.

Situated in Grays Harbor County, State of Washington.



2/09/09

RCW 35A.14.300

## Annexation for municipal purposes.

Legislative bodies of code cities may by a majority vote annex territory outside the limits of such city whether contiguous or r for any municipal purpose when such territory is owned by the city.

[1981 c 332 § 7; 1967 ex.s. c 119 § 35A.14.300.]

### Notes:

**Severability -- 1981 c 332:** See note following RCW 35.13.165.

ORDINANCE NO. 758

AN ORDINANCE ANNEXING CERTAIN LANDS HELD BY  
THE CITY OF McCLEARY FOR MUNICIPAL PURPOSES;  
PROVIDING FOR NOTIFICATION; AND SETTING AN  
EFFECTIVE DATE.

R E C I T A L S:

1. The City is organized pursuant to the provisions of RCW 35A.
2. RCW 35A.14.300 authorizes the City to annex lands owned by it for municipal purposes. The exercise of that authority requires the adoption of an ordinance by a majority vote of the City Council.
3. The City desires to exercise that authority in relation to a property it owns for municipal purposes, specifically a potential site for material storage or for other municipal purposes.
4. The exercise of this authority as related to the properties in question is found to be in the interests of the citizens of the City.

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

SECTION I: Being within the category of properties described in RCW 35A.14.300, specifically the storage of city owned materials, that certain property situate in the County of Grays Harbor, State of Washington, described as follows shall be and is hereby annexed to the City of McCleary:

Grays Harbor County Tax Parcel Number 180524210050.

SECTION II: The Clerk-treasurer shall give notice of this annexation to such governmental agencies as may be appropriate, including the Assessor of the County of Grays Harbor and the Office of Financial Management of the State of Washington.

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.



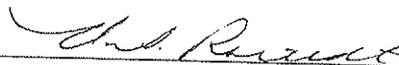
SYNOPSIS OF ORDINANCE NO. 758

AN ORDINANCE ANNEXING CERTAIN LANDS HELD BY THE CITY OF McCLEARY FOR MUNICIPAL PURPOSES; PROVIDING FOR NOTIFICATION; AND SETTING AN EFFECTIVE DATE.

On the 22nd day of April, 2009, the City Council of the City of McCleary adopted Ordinance Number 758. The intent and purpose of the Ordinance was to annex certain municipally owned lands, formerly used as a gravel pit by the State. The parcel is described by the County Treasurer through the assignment of Tax Parcel Number 180524210050.

A complete copy of this Ordinance is available during regular business hours at the Office of the Clerk-Treasurer, City Hall, McCleary, Washington. The Ordinance will be made available for review without cost; a copy will be provided upon request without cost if such request is timely made. This Synopsis is published pursuant to the laws of the State of Washington.

DATED this 22<sup>nd</sup> day of April, 2009.



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

**CITY OF McCLEARY/HAROLD LeMAY ENTERPRISES, INC.CONTRACT FOR  
GARBAGE, RECYCLABLES ANDYARD WASTE COLLECTION**

1. Date and Parties

This Contract is made and executed upon the signature date of the last party to sign this agreement, and is entered into by and between the City of McCleary, a municipal corporation, hereinafter referred to as the "City" and Harold LeMay Enterprises, Incorporated, a Washington Corporation, together with any subcontractors, hereinafter referred to as the "Contractor;"

**WITNESSETH:**

2. Purpose

The purpose of this Contract is to provide for the collection of solid waste/garbage, recyclables, and yard waste throughout the City. The Contractor does hereby agree to provide these services for the City and its citizens and arrange for the disposal or recycling of such solid waste/garbage, recyclables, and yard waste upon the terms and conditions set forth herein.

3. Term

The City and the Contractor do mutually agree to perform the agreements and the commitments contained herein for a period of seven (7) years commencing January 1, 2010, and terminating December 31, 2016. Upon expiration of the initial term, or expiration of any extension period, the Contract shall automatically renew for an additional five (5) year period under the same terms and conditions, unless either Party provides the other Party with one hundred eighty (180) days written notice of its intent to terminate the Contract.

4. Independent Contractor

The City and the Contractor intend that the Contractor relationship that is created by this Contract be one of independent Contractor. Responsibility for the implementation of services lies solely with the Contractor. No agent,

employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

5. Contact Persons

A. The contact persons for purposes of the giving of notices required under this contract shall be as follows:

1. For the City, Wendy Collins, the City Clerk-Treasurer or her designee, 100 South 3<sup>rd</sup> Street, McCleary, Washington 98557, (360) 495-3667.

2. For the Contractor, Jeff Harwood, 4201 Olympic HWY., Aberdeen, Washington 98520, (360) 533-1251 or his designee.

B. If a notice of a breach or default is being given to a Party, a copy of such notice required by this Contract shall be transmitted by the Party giving the notice to the designated representative with, if the notice is being sent to the Company, a copy also being sent to Contractor's general counsel at:

Corporate Counsel  
Waste Connections, Inc.  
35 Iron Point Circle, Suite 200  
Folsom, CA 95630-8589

And to:

Dan Schooler  
LeMay Division Manager  
Harold LeMay Enterprises, Inc.,  
13502 Pacific Avenue South  
Tacoma, WA 98444  
Phone: (253) 536-4423  
Fax: (253) 537-8689  
Email: eddie@wasteconnections.com

C. The name and address of any successor of a designated recipient shall be provided in writing to the other party.

6. Exclusive Right

**CONTRACT FOR GARBAGE,  
RECYCLABLES ANDYARD WASTE COLLECTION  
1/12/10 -F- 2**

The Contractor shall have the exclusive right to collect all solid waste/garbage, recyclables, and yard waste within the City. Cans shall be subject to the weight limit for such respective receptacles defined in "Definition of Terms."

7. Service Requirements

During the term of this contract or any extension thereof, the City shall at all times have in full force and effect an ordinance requiring all residential and commercial establishments within the City to utilize the Contractor's solid waste/garbage collection service; provided, however, the City may, in its discretion, and upon a showing of exceptional circumstances (regarding the vacancy or absence of residents/tenants for more than thirty (30) days), allow for an exception to the mandatory service requirement upon written application of any business or resident. Residents must state dates of vacancy and when they will return. This shall not be construed to prevent self-hauling of solid waste/garbage in addition to utilization of mandatory refuse collection. Commercial businesses handling fresh or frozen foods and/or produce shall be provided a minimum of weekly service. Service to apartments and condominium complexes must be paid for by the owner or homeowner or trade association whose property shall have weekly container service.

8. Education and Promotion

In an effort to promote recycling under the Contract, the Contractor shall utilize the County-provided recycling information that is distributed to all customers.

9. City-sponsored Public Events, Recycling, and City-Owned Buildings and Facilities Collections

A. Recycling: As provided in this agreement, Contractor shall make available a program of recycling. As to community-wide "clean-up" events, they shall be held under such terms as may be agreed upon between the parties.

B. The Contractor does hereby agree to furnish collection and disposal services, free of charge, for all City-owned buildings and facilities: PROVIDED THAT, such duty shall apply only to normal disposal services and shall not include a duty to dispose of demolition debris. Further, to the extent requested by the City, it shall provide such service.

10. Definitions of Terms

A. "Aluminum Cans" shall mean used beverage and food containers free of contents.

B. "Bag" shall mean a 32 gallon plastic bag durable enough to be lifted without breaking, not to exceed 40 pounds at time of pickup, provided by the customer.

C. "Can" means a 32-gallon receptacle, not to exceed 65 pounds at time of pickup, provided by the customer.

**Note:** All cans shall be made of durable, corrosion-resistant, non-absorbent material, watertight with close-fitting cover and two graspable handles. No cans of any size shall weigh more than twelve (12) pounds empty.

D. "Cardboard" shall mean moderately thick corrugated paperboard not contaminated by food, wax or foil coating, or other similar contaminants.

E. "City" shall mean the City of McCleary, Washington, or any official or agent representing the City in the discharge of his or her duties.

F. "Contractor" means any person, firm, or partnership under contract with the City of McCleary for the collection, handling, transportation, and disposal of all or part of the City's solid waste, which includes solid waste/garbage, recyclables, and yard waste within the City.

G. "Contractor's Charges" shall mean the rates assessed by Contractor to customers served under this Contract as specified more particularly in Section 32 below.

H. "Curbside" shall mean at the curb or within five (5) feet from the edge of the driving surface of the road or alley.

I. "Customer" shall mean all persons subscribing to the service contracted for by the City for the collection and disposal of solid waste/garbage, recyclables, and yard waste within the City.

J. "Customer Charge(s)" means the amount billed to the customer for solid waste/recycling services as determined by the City.

K. "Drive-In" shall mean the action of the vehicle leaving the public road to provide service.

L. "Drop Box" shall mean a large-volume (13 cubic yards or greater) detachable container that can be pulled onto a collection vehicle mechanically and transported to a disposal site.

M. "Front Load Container" shall mean a detachable metal container of various cubic yard sizes which is loaded directly by the truck by driving straight into the unit with the front-loading forks.

N. "Glass" shall mean all jars and bottles of any color. Plate glass, window glass, mirrors, light bulbs, ceramics, or glass kitchen cookware are not included.

O. "Micro Can" shall mean a 10 gallon receptacle, not to exceed 28 pounds at time of pickup, provided by the customer.

P. "Mini Can" shall mean a 20 gallon receptacle, not to exceed 40 pounds at time of pickup, provided by the customer.

Q. "Mixed Paper" shall mean magazines, junk mail, cereal boxes and cardboard. Mixed paper shall not include: tissue, paper towels, paper plates, plastics, and any other food-contaminated paper products.

R. "Multifamily Unit" shall mean any single family dwelling complex of more than four units.

S. "Newspaper" shall include only newspaper and catalogs made of newsprint. All other paper is mixed paper with the exceptions noted above.

T. "Packout" shall mean a carry out service per can or container from a distance greater than five (5) feet from the edge of the driving surface.

U. "Person" shall mean every person, firm, partnership, association, institution, or corporation in the City accumulating garbage, yard waste, and recyclables requiring collection. The term also means the occupant and/or the owner of each residential or commercial unit.

V. "Plastics" shall mean plastic bottles and jars – primarily polyethylene terephthalate (PET - #1), such as soft drink, water, and salad dressing bottles; and high-density polyethylene (HDPE - #2) such as milk, shampoo, or laundry detergent bottles; but including any bottle with a neck narrower than its base.

W. "Rear Load Container" shall mean a detachable metal container with the size of one (1), one and one-half (1-1/2) or two (2) cubic yards used for the collection and disposal of solid waste/garbage, attached by hand at the rear of the truck and dumped mechanically. This container is intended to be placed on a hard, level surface.

X. "Recyclables" shall include newspapers, mixed waste paper, cardboard, aluminum cans, tin cans, beverage containers, and other such material as shall be mutually agreeable to both parties.

Y. "Recycling Container" shall mean a cart with wheels provided by the Contractor for the collection and *temporary* storage of recyclables.

Z. "Residential Unit" shall mean any single family home and individual residences located in duplexes, triplexes, and fourplexes located in the City and served by this Contract.

AA. "Solid Waste/Garbage" shall mean all putrescible and non-putrescible solid and semisolid wastes, including but not limited to, rubbish, ashes, demolition and construction waste, animal and vegetable waste. Solid waste/garbage does not include: sludge and septage; dangerous, hazardous, or medical infectious waste; automobile batteries; large appliances; and rubber tires.

BB. "Subcontractor" shall mean any entity with whom the Contractor has an agreement to perform drop box service, as provided for in this Contract.

CC. "Solid Waste Cart" shall mean a large plastic wheeled cart having a minimum sixty (60) gallon capacity or a minimum ninety (90) gallon capacity, dumped mechanically to be provided by the Contractor.

DD. "Co-mingled Residential/Multifamily Recycling Cart" shall mean a large plastic wheeled cart, having a minimum ninety (90) gallon capacity, dumped mechanically, to be provided by the Contractor.

"Co-Mingled Residential/Multifamily Recycling" shall include, aluminum cans, tin cans, cardboard, mixed paper, newspaper, shredded paper, cereal boxes, paper or frozen food boxes, milk jugs, plastic bottles (necks smaller than the base), paper style milk cartons, and phone books.

"Items not allowed in Co-Mingled Residential/Multifamily Recycling" are glass bottles, glassware, ceramics, light bulbs, batteries, aerosol cans, toxic product containers, plastic cups, plastic tubs, plastic lids, plastic bags, Styrofoam peanuts, Styrofoam containers, foil, chip bags, frozen food bags, pill bottles, juice boxes, metal coat hangers, and food contaminated paper plates and napkins.

EE. "Tin Cans" shall mean cans and containers composed of tin plated steel, or bi-metals. Coat hangers or other scrap metals are not included.

FF. "Yard Waste" shall mean grass and vegetative material which occurs naturally and is grown on residential or commercial property or is included in the landscaping of such property. The term also includes Christmas Trees that are free of any decoration and flocking. The term does not include rocks, sod, gravel, dirt and sand. In addition, branches larger than four (4) inches in diameter and stumps are not included.

GG. "Yardwaste Cart" shall mean a large plastic wheeled cart having a minimum ninety (90) gallon capacity not to exceed 130 lbs, dumped mechanically, to be provided by the Contractor.

11. Preparation of Recyclables and Yard Waste

All recyclable material and yard waste must be free of contaminants. If any recyclables contain contaminants which are included in solid waste/garbage, the Contractor may elect not to pick it up. In the event that recyclables are not collected, the customer shall be notified, by means of an affixed printed tag provided by the Contractor, of the condition so that the problem can be corrected. In the event that contaminants do show up, the Contractor may remove contaminants, and the contaminants will be left with the cart and the customer will be notified of the condition so that the problem can be corrected.

In the event this problem repeats itself, the City will be notified and the recycling or yard waste service may be discontinued with City approval.

For purposes of this agreement, recyclables shall be prepared by customers who shall be encouraged to present recyclables in as clean, dry, and empty a state as possible. Customers will be advised to throw plastic caps away, to rinse all containers, and not to bag any items.

Yard waste carts shall be placed at the curb on collection day.

12. Contractor's Office

The Contractor shall be required to maintain an office provided with telephones and such attendants as may be necessary to take care of requests, billing, orders, customer service, orders for special service, or instructions from the City; PROVIDED THAT, the billing responsibility shall accrue only in the event the City determines it appropriate to discontinue its current practice of billing for the services. This office shall be in operation, except on the holidays recognized under this Contract, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, with after hours voice mail messaging for customers.

13. Contractor's Employees

A. The Contractor shall require all employees to be courteous at all times; not to use loud or profane language and to do their work as quietly as possible.

B. Employees collecting solid waste/garbage, recyclables, and yard waste shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans/carts, recycling/carts and yard waste carts. They shall also close all gates opened by them.

C. Employees shall not trespass or loiter; nor shall employees enter private property other than from the right-of-way or alley.

D. All employees shall be competent and skilled in the performance of the work to which they may be assigned.

14. Collection Times

Collections shall be made between the hours of 6:00 a.m. and 6:00 p.m. No collections shall be made on Sundays. All collections operations shall be performed as quietly as reasonably possible. Route and schedule data shall be provided to the City by the Contractor. Thirty (30) days' advance notice shall be given to the City for any route and schedule changes. The Contractor may observe Christmas Day and New Year's Day as the only recognized holidays in each year of this Contract. Service for the balance of the week following these holidays will be provided no more than one working day later than normally scheduled. The Contractor will provide thirty (30) days' advance notice to all customers of altered service resulting from the observation of these holidays. Collection of solid waste missed as a result of a holiday shall be collected the next day, with the exception of Sunday. Collections missed as the result of inclement weather shall be performed the next scheduled collection day with no additional charges.

15. Service Area and Annexation Rights

A. The Contract service area shall be the incorporated limits of the City. Additional areas annexed by the City shall be subject to the terms and conditions of this Contract, except for statutory rights of third parties as set forth in RCW 35A.14.900 and/or RCW 35.13.280 which shall control service in annexed territories, if any.

B. Contractor specifically agrees, as to any property or territories previously annexed by the CITY or hereafter annexed by the CITY for which it has a franchise or for which it has a permit for operation of a public service business, it specifically waives, relinquishes, and surrenders all rights it might have for a continuation of service to the area and any right to compensation for the CITY's assumption of service in the area, whether pursuant to R.C.W. 35A.14.900, or otherwise. On and after the effective date of the annexation or upon such date as the CITY may establish, the provisions of this contract as to levels of service, rates, billing, and other provisions for the annexed areas shall be subject to the provisions of this contract.

16. Collection Operations

A. The Contractor shall make collections of garbage/refuse once a week. Commercial establishments shall be serviced more than once per week when the customer so requests or as required by the City.

B. The Contractor shall provide curbside collection of the recyclables to all City customers, on a bi-weekly schedule, year round. Collection shall be provided to all single-family and multifamily residences and to those commercial establishments which have requested this service.

C. If or when the City elects to implement curbside collection of the yard waste material, the Contractor will collect on a bi-weekly schedule year round on the same day as regular garbage collection service opposite curbside recyclables collection. Collection will be provided to all single-family, multifamily, and commercial establishments with can service.

D. The Contractor becomes the owner of the recyclables following collection and can market or dispose of them in any manner selected by the Contractor.

Recyclables which are collected by the Contractor shall not be disposed of in a landfill or municipal composting facility unless the Contractor has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the most economical way to handle them.

E. The Contractor becomes the owner of solid waste/garbage following collection, with sole authority and discretion to determine its disposition, provided that it shall be disposed of at a permitted solid waste disposal facility approved by the City.

F. The Contractor becomes the owner of the yard waste following collection and will deliver the yard waste to a fully-licensed compost site or, if there is no such site, a landfill.

17. Special Collections

A. Adequate provisions shall be made by the Contractor to provide special next day collection when solid waste/garbage, recyclables, or yard waste have not been collected during the regularly scheduled trip as a result of the Contractor's inadvertence or neglect in picking up the same. As to a customer having weekly service, Customer shall notify the Contractor of missed collection within two (2) working days or the missed collection will not be specially collected. Special pickups for such missed collections shall be

made by the Contractor within one (1) working day after notification by the customer or by being ordered by the City at no additional cost to the City or the customer.

B. Pickups for missed or special collections required through no fault of the Contractor shall be made by the Contractor by the end of the following business day after notification. A return trip charge shall be assessed according to the Eastern Grays Harbor Disposal Tariff rate for "Return Trips."

## 18. Billing

### 18.1. Initial Status:

A. Until and unless the City opts to discontinue the responsibility, the CITY shall be an agent of LeMAY to collect all fees and charges for the services provided by LeMAY under this contract as they become due and payable, except that LeMAY shall collect all charges for drop boxes and special single jobs. The CITY agrees to make every reasonable effort, including the utilization of such lien as may be provided by the applicable law, at its own expense and not at the expense of LeMAY, to collect these fees and charges:

PROVIDED THAT, this shall not include litigation. LeMAY shall reimburse the CITY for all monies expended by the CITY at the request of LeMAY in the collection of delinquent accounts, whether such monies are expended for costs or legal fees.

B. It is agreed the CITY shall be entitled to establish fees and charges as it from time-to-time determines necessary and appropriate as compensation for its collection and bookkeeping services required under this Contract. It is further agreed that it shall keep all delinquency charges collected. Any increase in these fees and charges shall be in addition to the fees established for collection and disposal. The balance of the fees and charges collected shall be paid to LeMAY not later than the 10th day of each calendar month and the payment thereof is agreed by LeMAY to constitute full compensation for its services hereunder.

### 18.2. City Decision To Discontinue Billing Involvement:

If the City determines it appropriate to discontinue the billing role set out in subsection 18.1. then, under this Contract, the Contractor shall have full responsibility for billing and collecting from customers as defined in this

contract or the applicable municipal code section for the collection, transportation, and disposal of solid waste/garbage, recyclables, and yard waste.

A. Any customer who has not remitted all required payments within forty-five (45) days after the date of billing may be notified by the Contractor that service may be discontinued fifteen (15) days after the date of notice if payment is not received before that time. The Contractor shall further provide customers written notice of a right to a hearing regarding disputed bills before the City Clerk-Treasurer and, if a customer requests a hearing before the end of the fifteen (15) day period, service shall not be discontinued until the dismissal or conclusion of any such hearing.

B. The City Clerk-Treasurer, in her/his reasonable discretion, may determine the date and time for the hearing during regular business hours and reasonable hearing procedures. If the Clerk-Treasurer finds in favor of the Contractor regarding such dispute and billing and payment is not made within five (5) days following the conclusion of the hearing, the Contractor may discontinue service for such customer, with the understanding that billing charges will continue to accrue even though service has been discontinued.

The City acknowledges that Contractor shall deduct from gross revenues received applicable utility tax portions from all delinquent debt customers to the extent the Contractor shall not be required to remit utility taxes on services to customers for which they have not been paid. Upon payment of the delinquent fees plus interest, the Contractor shall resume collection on the next regular scheduled collection day.

#### 19. Service to New Customers

A. The Contractor shall provide service to new customers within one (1) week after receipt of a request to do so. For residential service, contractor shall provide the "Solid Waste Cart" in which solid waste collection service shall be rendered. For commercial customers, Contractor shall provide the requested container to the commercial service customer. If the Contractor is unable to provide the container in the size ordered by the customer within the one (1) week, then the Contractor may temporarily provide the customer with any size container, provided, however, the service provided to the customer and the rate charged shall be equivalent to the service and rate for the requested container.

B. The Contractor shall, upon request and without additional cost, make available either to the City or the property owner, planning assistance on new construction or major remodeling of buildings and structures within City limits with respect to the design and location of garbage and recycling collection and removal facilities and their location upon the site of the proposed construction or remodeling project.

20. Equipment and Maintenance

A. The Contractor shall furnish all vehicles, which shall be specifically designed for collection and hauling of solid waste/garbage, recyclables, and yard waste. Each vehicle shall have a tight metal body designed so as to prevent the scattering of material when driven over the streets, alleys and highways.

B. Collection vehicles shall be kept in good repair and appearance and sanitary condition at all times. Each vehicle shall have the identification number clearly visible on the truck. No advertising without prior City approval shall be permitted on the vehicles.

C. Any equipment found not to comply with the above standards shall be taken out of service and brought into compliance with the standards before being placed back in City service.

21. Service for People With Disabilities

The Contractor shall provide pack-out service to all customers who provide written documentation of their physical inability to deposit the solid waste/garbage, recyclables and yard waste at the curb and the absence of any other able-bodied household resident. The Contractor shall provide such pack-out service at the curb rate.

22. Force Majeure

Neither the City nor the Contractor will be liable for failure to perform their obligations under this Contract and such failure shall not be a default under this Contract when the failure is due to fire, flood, storms, epidemics, earthquakes, volcanic eruptions, war, riot, insurrection, governmental restraints, or labor disturbances against entities other than the Contractor.

23. Performance Bond

The Contractor shall furnish to the City an irrevocable performance bond in the sum of twenty thousand dollars (\$20,000.00) to insure faithful performance and intent of this Contract and, upon written demand and cure period, the City may make demand under the performance bond for the Contractor's failure to comply with the material terms of said Contract. In the event such performance bond shall be exhausted or not be renewed and Contractor does not provide a replacement clean irrevocable performance bond in like amount within thirty (30) days of such event, the Contractor shall be in breach of this Contract and the City may, at its option, terminate the same without waiver of its claim for any damages caused by such breach and termination.

24. Liability Insurance

A. The Contractor shall be responsible for paying any and all State Industrial Insurance on persons collecting solid waste/garbage, recyclables, and yard waste on their behalf.

B. In addition, the Contractor shall provide and maintain in full force and effect during the Term of this Contract, a policy of commercial general liability insurance including premises liability, Contractual liability, stop gap liability insurance, and automobile liability insurance naming the City as an additional named insured, providing for two (2) million dollars per occurrence for bodily injuries and/or death and property damage. Said coverage shall be provided by an insurer with a Best rating no less than A1 1 and who is authorized to do business in the State of Washington.

C. Prior to the commencement of this Contract on January 1, 2010, the Contractor shall furnish to the City a Certificate of Insurance certifying said insurance policy to be in full force and effect. A new Certificate of Insurance shall be filed with the City on an annual basis. The Certificate of Insurance shall contain a provision giving the City sixty (60) days' advance written notice of any change, cancellation, or lapse of such policy.

25. Indemnification and Hold Harmless Agreement

A. Contractor shall indemnify and hold harmless the City, its officers, agents, servants, subcontractors, appointed and elected officials and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses, costs, or expenses, including reasonable attorney fees and costs, occurring directly or indirectly, by reason of or in connection with any negligent owners, agents, servants, subcontractors, and employees in performing Contractor's collection services hereunder. Such indemnity shall not include claims to the extent they result from any agents, servants, subcontractors, appointed or elected officials, or employees. The Contractor specifically waives its immunity under Title 51 RCW for injuries to its employees, for the express purpose of indemnifying and holding harmless the City from liability for any action brought by the Contractor's own employees.

B. City shall indemnify and hold harmless the Contractor, its officers, directors, owners, agents, servants, subcontractors, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses, costs, or expenses, including reasonable attorney fees and costs, occurring directly or indirectly by reason of, or in connection with any negligent or intentional actions or omission of the City, its officers, agents, servants, subcontractors, appointed and elected officials, and employees. Such indemnity shall not include claims to the extent they result from any negligent or intentional actions or omissions of Contractor, its officers, directors, owners, agents, servants, subcontractors, or employees.

C. In the event of any suit against any party indemnified under this Contract, the indemnifying party shall have the option to appear and defend such suit and the indemnifying party shall be notified in a timely manner of such suit. The indemnified party shall have the right to approve counsel chosen by the indemnifying party to litigate such suit which approval shall not be unreasonably withheld.

D. Materials collected in the City shall be disposed of in accordance with state, federal, county, and local laws at properly licensed and permitted disposal facilities. The Contractor will hold the City harmless for any required landfill cleanup resulting from inappropriate or illegal disposal of solid waste. Such cleanup costs shall include attorneys' fees, court costs, and other related costs and fees.

E. The Contractor shall abide by all applicable rules and regulations that govern the solid waste disposal facility utilized by Contractor.

26. Damage to Property

A. If any City property is damaged as a result of the Contractor's negligence or intentional act, the Contractor shall repair or replace the same after being notified of the damage. If the Contractor fails to do so within seven (7) days, the City may cause repairs or replacement to be made and cost of doing so may be deducted from the Contractor's performance bond. Where the Contractor is requested to provide service, and damage occurs to a customer's driveway due to circumstances beyond the control of the Contractor, the Contractor shall have no liability for damage to customer's driveway or appurtenant property.

B. Care shall be taken in the loading and transportation of solid waste/garbage, recyclables, and yard waste so that any leaking or spilling is minimized. The Contractor shall immediately clean up any spills upon notice.

27. Default

"Default Involving Disposal" If the Contractor is notified that it has allegedly violated the provisions of this Contract relating to the disposal of solid waste/garbage, recyclables or yard waste, the Contractor shall, immediately upon receipt of notice from the City, to the extent it disposed of such materials, take steps to remedy the violation and to prevent further violations. Such action may include removing such solid waste/garbage, recyclables or yard waste and disposing of it at an approved facility. The Contractor shall indemnify and hold the City harmless for the cost of: (a) any cleanup of the disposal site, required pursuant to state or federal law, when the Contractor has disposed of solid waste/garbage, recyclables or yard waste at such site in violation of this Contract; and (b) the removal and/or disposal of any solid waste/garbage, recyclables or yard waste disposed of by the Contractor in a location that is not authorized under the this Contract.

B. "Other Defaults" The Contractor shall be in default of the Contract if it violates any material provision of the Contract. In addition to any rights set forth in this Contract, the City reserves the right to declare the Contractor to be in default of this Contract if:

1. The Contractor fails to commence collection or fails to substantially perform required services under this Contract for more than five (5) business days after performance is due;
2. The Contractor fails to practicably obtain and maintain any material permit required by the City or any federal, state, or other regulatory body in order to perform the services required under this Contract and, as a result, the Contractor is prohibited from performing its obligations under this Contract; or
3. The Contractor's noncompliance with this Contract creates a serious hazard to public health or safety.

In the event of default, other than a default described in subsections 1, 2 or 3 above, the City shall give the Contractor ten (10) calendar days' prior written notice of its intent to exercise its rights under Section C, stating the reasons for such action. With respect to a default described in subsections 1, 2 or 3, the City shall give the Contractor 48 hours' prior written notice of its intent to exercise its rights under Section C stating the reasons for such action. If the Contractor cures the default within the applicable cure period or if the Contractor initiates reasonable efforts to remedy the default and diligently pursues a cure to completion, the City shall not exercise its rights under Section C for the particular incident. If the Contractor fails to commence and pursue a cure to completion to remedy the default, the City may, without impairing any of its rights hereunder, exercise its rights under Section C.

C. "City Remedies" If the Contractor is in default under this Contract after any cure period, the City may pursue any or all of the following options:

1. Terminate this Contract by written notice and order the Contractor to discontinue further service;
2. Be released from its obligations under this Contract and substitute any other method or person to perform those services;
3. Seek the judicial remedy of specific performance; and
4. Pursue any other remedy available at law or equity.

D. "Contractor Right to Terminate" If the City fails to comply with this Contract and fails to cure such breach within 45 days after written notice

thereof from the Contractor (or if the default cannot reasonably be cured within 45 days and the City fails to commence to cure the default with such 45 days and fails to diligently and in good faith continue to cure the default within a reasonable period thereafter), then the Contractor may, without impairing any other of its rights hereunder, terminate this Contract by written notice any time after such 45 day period (or extended period).

E. "Right to Require Performance" The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

28. Permits and Fees

The Contractor shall obtain, at its own expense, all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the terms of this Contract.

29. Compliance with Laws

The Contractor agrees and covenants to comply with all provisions of federal, state, county and City laws and ordinances affecting, directly or indirectly, the subject matter of this Contract.

30. Reporting, Record keeping and Audits – County Reports may Suffice – Necessary Dates for Transmission

A. Upon written request, the Contractor shall provide the City on a weekly basis a report listing all the starts and stops transacted within that week to be received by the City on the last working day of the following week.

B. The Contractor shall provide the City on a quarterly basis, within thirty (30) days of the end of the preceding quarter, on a mutually agreed upon form provided with this Contract as Exhibit B, Solid Waste/Recycling Collection Report, a report providing the following information from the collection services for the preceding month:

1. Estimated tons of solid waste disposed for all residential customers.
2. Estimated total tons of solid waste disposed.

3. Estimated total tons of recyclable materials collected.

The Contractor shall be diligent in the use of the best available and most accurate weight estimating practices available in calculating the weights of solid wastes and recyclable materials collected under this Contract. In the event the Contractor commingles, in the same vehicle, solid waste and recyclables collected under this Contract with those collected from other clients, a mutually agreed upon procedure for estimating the City's portion will be established. It will be the Contractor's responsibility to submit the procedure/methodology and the City's responsibility to reasonably approve any such procedure/methodology.

C. The Contractor shall provide to the City on a semiannual basis, within thirty (30) days of the end of June and December, a report summarizing the number of customers in each of the rate categories established by the City and the gross billings for that customer category for the preceding time period.

D. The Contractor shall at all times cooperate with the City in providing all information relating to its service rendered under this Contract. The Contractor shall maintain records of the solid waste, recyclable materials and yard waste volume collected hereunder and the revenues collected therefrom.

These records shall be maintained in such a manner as to readily support the amounts reported to the City and shall reflect the rates and amounts charged to customers. The Contractor shall maintain these records for a minimum of three (3) years. The City acknowledges that Contractor reports to Grays Harbor County may satisfy many of these reporting requirements and will work with the Contractor to eliminate redundancies and to relieve it of the need to file separate reports to the City where that information already exists or is otherwise readily available.

E. The City shall have the right to reasonable access to Contractor's records during the Contractor's office hours and to have those records audited by a City staff member or a City-designated auditor, at the expense of the City, any time during the Contract term and as often as the City shall desire.

31. Taxes

A. Utility Tax

In the event that the City discontinues its current policy of direct billing and collection of charges from the solid waste utility's customers, the Contractor shall pay the City, no later than the last day of the succeeding month, a garbage or refuse removal utility tax for the preceding month. As of January 1, 2010, the tax is 6% (six percent) of total gross billing revenues derived by the Contractor for services provided under this Contract.

B. Refuse Collection Tax

In the event that the City discontinues its current policy of direct billing and collection of charges from the solid waste utility's customers, the Contractor shall pay the state of Washington a refuse collection tax in accordance with RCW 83.18, as amended.

C. General Requirement: All taxes required to be paid by any state, federal or local law shall be included in customer charges.

32. Rates and Rate Adjustments

A. The Contractor's initial charges for collection, transportation and disposal services shall be those established and contained in attached Exhibit A and by this reference incorporated herein. Commencing with the year 2012, the rates set forth in Exhibit "A" shall be further subject to an annual cost of living adjustment calculated as follows: on January 1 of every year of this Contract, the rates and charges shown in Exhibit "A" shall increase by 80% of the percentage change in the preceding year's first half consumer price index for the Seattle-Tacoma-Bremerton Area for All Urban Consumers, all items, (1982-84 = 100) (CPI-U), as calculated and prepared by the United States Department of Labor, Bureau of Labor Statistics or its successor: PROVIDED THAT, the increase shall be no less than one percent (1%) nor more than five percent (5%) in any calendar year.

B. Other Adjustments Bases:

1. The rates in Exhibit "A" may be increased by the direct increase in disposal costs calculated on 15 lbs. per 10 gallon can, 25 lbs. per 20 gallon can, and 35 lbs. per 30 gallon can, 64 lbs. per 65 gallon cart, and 96 lbs. per 90 gallon cart, 180 lbs. per yard of container capacity, or actual tonnage in a drop box. The increase is to be implemented on the effective date of the increase at the disposal facility.

2. The rates set forth in Exhibit "A" shall be further subject to a fuel surcharge assessed by Contractor to be approved by the City based on the difference between the actual fuel costs incurred over the initial base rate of \$2.76 per gallon at the execution of this contract. Contractor shall provide City with documentation of actual costs paid on request. If after instituting a fuel surcharge, fuel prices decrease to or below the \$2.76 per gallon rate, the surcharge will be eliminated beginning the next regular billing cycle. The approval for any fuel surcharge shall not be unreasonably withheld by the City.

3. It is recognized that Contractor utilizes a disposal site operated by Grays Harbor County. To the extent the County increases the "dumping" fee charge to utilize the site, the rate shall be subject to adjustment at the time the increase becomes effective or the earliest date allowed by law.

4. In addition to any disposal fee adjustment, the Contractor shall also be permitted to propose passthrough rate adjustments for any changes in local, state, or federal laws which increase the cost of providing services pursuant to this Contract. After documentation of the impact of such changes, the City shall review the proposed rate changes, and its approval for passthrough of costs due to changes in local, state, or federal laws shall not be unreasonably withheld by the City.

#### C. Arbitration

If any dispute shall arise during the term of this Contract between the Contractor and the City with respect to any rate adjustment requested pursuant to subsection B, such dispute shall be submitted to arbitration. In such event, either party may appoint an arbitrator and notify the other party of such appointment. The other party, in turn, shall, within ten (10) days of such notification, appoint an arbitrator. The two arbitrators so appointed shall then appoint a third arbitrator and the three arbitrators so appointed shall constitute a board of arbitration for the purpose of resolving such dispute in determining the amount of increase, *if any*, of such pass-through charges. The majority decision of the board shall be binding upon each party and each party agrees to be bound thereby.

In recognition of statutory requirements, the Contractor shall provide 60 days notice or such other period as may be required by applicable law, of any increase in rates made pursuant to this section. It is recognized the City has

accepted these initial rates and passed a resolution incorporating them as a law of the City.

33. Dispute Resolution

A. In the event of any dispute arising out of this Agreement, the parties agree 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. 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.

34. Enforcement of Contract

As provided in Section 33, if either party shall bring any action to interpret or enforce any provision of the Contract, including an arbitration proceeding, the non-prevailing party shall pay the successful party a reasonable sum for its attorney fees and costs actually incurred, including those related to any appeal.

35. Governing Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action brought under this Contract shall be in Grays Harbor County, Washington.

36. Severability

If any term or provision of this Contract is, to any extent, held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

37. Interpretation

It is acknowledged that each party has had the opportunity to have this contract reviewed by counsel of its choice and that the rule of interpretation against the draft shall no apply.

**CONTRACT FOR GARBAGE,  
RECYCLABLES ANDYARD WASTE COLLECTION  
1/12/10 -F- 23**

38. Supersession of Existing Contract

It is agreed to by the parties that, as of the effective date of this contract, it shall succeed any existing contract in place: PROVIDED THAT, any right or responsibility of a party which may have accrued prior to the effective date of this Agreement shall not be effected.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed as originals on the year and day first above mentioned.

HAROLD LEMAY ENTERPRISES, INC.

BY: \_\_\_\_\_  
Its \_\_\_\_\_

CITY OF McCLEARY:

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

ATTEST:

\_\_\_\_\_  
WENDY COLLINS, Clerk-treasurer

APPROVED AS TO FORM:

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

**CONTRACT FOR GARBAGE,  
RECYCLABLES ANDYARD WASTE COLLECTION  
1/12/10 -F- 24**

CITY OF McCLEARY/HAROLD LeMAY ENTERPRISES, INC.  
CONTRACT FOR GARBAGE, RECYCLABLES AND  
YARD WASTE COLLECTION

1. Date and Parties

This Contract is made and executed upon the signature date of the last party to sign this agreement, and is entered into by and between the City of McCleary, a municipal corporation, hereinafter referred to as the "City" and Harold LeMay Enterprises, Incorporated, a Washington Corporation, together with any subcontractors, hereinafter referred to as the "Contractor;"

**WITNESSETH:**

2. Purpose

The purpose of this Contract is to provide for the collection of solid waste/garbage, recyclables, and yard waste throughout the City. The Contractor does hereby agree to provide these services for the City and its citizens and arrange for the disposal or recycling of such solid waste/garbage, recyclables, and yard waste upon the terms and conditions set forth herein.

3. Term

The City and the Contractor do mutually agree to perform the agreements and the commitments contained herein for a period of seven (7) years commencing January 1, 2010, and terminating December 31, 2016. Upon expiration of the initial term, or expiration of any extension period, the Contract shall automatically renew for an additional five (5) year period under the same terms and conditions, unless either Party provides the other Party with one

hundred eighty (180) days written notice of its intent to terminate the Contract.

4. Independent Contractor

The City and the Contractor intend that the Contractor relationship that is created by this Contract be one of independent Contractor. Responsibility for the implementation of services lies solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

5. Contact Persons

A. The contact persons for purposes of the giving of notices required under this contract shall be as follows:

1. For the City, Wendy Collins, the City Clerk-Treasurer or her designee, 100 South 3<sup>rd</sup> Street, McCleary, Washington 98557, (360) 495-3667.

2. For the Contractor, Jeff Harwood, 4201 Olympic HWY., Aberdeen, Washington 98520, (360) 533-1251 or his designee.

B. If a notice of a breach or default is being given to a Party, a copy of such notice required by this Contract shall be transmitted by the Party giving the notice to the designated representative with, if the notice is being sent to the Company, a copy also being sent to Contractor's general counsel at:

Corporate Counsel  
Waste Connections, Inc.  
35 Iron Point Circle, Suite 200  
Folsom, CA 95630-8589

And to:

Dan Schooler  
LeMay Division Manager  
Harold LeMay Enterprises, Inc.,  
13502 Pacific Avenue South  
Tacoma, WA 98444  
Phone: (253) 536-4423  
Fax: (253) 537-8689  
Email: eddie@wasteconnections.com

C. The name and address of any successor of a designated recipient shall be provided in writing to the other party.

6. Exclusive Right

The Contractor shall have the exclusive right to collect all solid waste/garbage, recyclables, and yard waste within the City. Cans shall be subject to the weight limit for such respective receptacles defined in "Definition of Terms."

7. Service Requirements

During the term of this contract or any extension thereof, the City shall at all times have in full force and effect an ordinance requiring all residential and commercial establishments within the City to utilize the Contractor's solid waste/garbage collection service; provided, however, the City may, in its discretion, and upon a showing of exceptional circumstances (regarding the vacancy or absence of residents/tenants for more than thirty (30) days), allow for an exception to the mandatory service requirement upon written application of any business or resident. Residents must state dates of vacancy and when they will return. This shall not be construed to prevent self-hauling of solid waste/garbage in addition to utilization of mandatory refuse collection. Commercial businesses handling fresh or frozen foods and/or produce shall be provided a minimum

of weekly service. Service to apartments and condominium complexes must be paid for by the owner or homeowner or trade association whose property shall have weekly container service.

8. Education and Promotion

In an effort to promote recycling under the Contract, the Contractor shall utilize the County-provided recycling information that is distributed to all customers.

9. City-sponsored Public Events, Recycling, and City-Owned Buildings and Facilities Collections

A. Recycling: As provided in this agreement, Contractor shall make available a program of recycling. As to community-wide "clean-up" events, they shall be held under such terms as may be agreed upon between the parties.

B. The Contractor does hereby agree to furnish collection and disposal services, free of charge, for all City-owned buildings and facilities: PROVIDED THAT, such duty shall apply only to normal disposal services and shall not include a duty to dispose of demolition debris. Further, to the extent requested by the City, it shall provide such service.

10. Definitions of Terms

A. "Aluminum Cans" shall mean used beverage and food containers free of contents.

B. "Bag" shall mean a 32 gallon plastic bag durable enough to be lifted without breaking, not to exceed 40 pounds at time of pickup, provided by the customer.

C. "Can" means a 32-gallon receptacle, not to exceed 65 pounds at time of pickup, provided by the customer.

**Note:** All cans shall be made of durable, corrosion-resistant, non-absorbent material, watertight with close-

fitting cover and two graspable handles. No cans of any size shall weigh more than twelve (12) pounds empty.

D. "Cardboard" shall mean moderately thick corrugated paperboard not contaminated by food, wax or foil coating, or other similar contaminants.

E. "City" shall mean the City of McCleary, Washington, or any official or agent representing the City in the discharge of his or her duties.

F. "Contractor" means any person, firm, or partnership under contract with the City of McCleary for the collection, handling, transportation, and disposal of all or part of the City's solid waste, which includes solid waste/garbage, recyclables, and yard waste within the City.

G. "Contractor's Charges" shall mean the rates assessed by Contractor to customers served under this Contract as specified more particularly in Section 32 below.

H. "Curbside" shall mean at the curb or within five (5) feet from the edge of the driving surface of the road or alley.

I. "Customer" shall mean all persons subscribing to the service contracted for by the City for the collection and disposal of solid waste/garbage, recyclables, and yard waste within the City.

J. "Customer Charge(s)" means the amount billed to the customer for solid waste/recycling services as determined by the City.

K. "Drive-In" shall mean the action of the vehicle leaving the public road to provide service.

L. "Drop Box" shall mean a large-volume (13 cubic yards or greater) detachable container that can be pulled onto

a collection vehicle mechanically and transported to a disposal site.

M. "Front Load Container" shall mean a detachable metal container of various cubic yard sizes which is loaded directly by the truck by driving straight into the unit with the front-loading forks.

N. "Glass" shall mean all jars and bottles of any color. Plate glass, window glass, mirrors, light bulbs, ceramics, or glass kitchen cookware are not included.

O. "Micro Can" shall mean a 10 gallon receptacle, not to exceed 28 pounds at time of pickup, provided by the customer.

P. "Mini Can" shall mean a 20 gallon receptacle, not to exceed 40 pounds at time of pickup, provided by the customer.

Q. "Mixed Paper" shall mean magazines, junk mail, cereal boxes and cardboard. Mixed paper shall not include: tissue, paper towels, paper plates, plastics, and any other food-contaminated paper products.

R. "Multifamily Unit" shall mean any single family dwelling complex of more than four units.

S. "Newspaper" shall include only newspaper and catalogs made of newsprint. All other paper is mixed paper with the exceptions noted above.

T. "Packout" shall mean a carry out service per can or container from a distance greater than five (5) feet from the edge of the driving surface.

U. "Person" shall mean every person, firm, partnership, association, institution, or corporation in the City accumulating garbage, yard waste, and recyclables

requiring collection. The term also means the occupant and/or the owner of each residential or commercial unit.

V. "Plastics" shall mean plastic bottles and jars - primarily polyethylene terephthalate (PET - #1), such as soft drink, water, and salad dressing bottles; and high-density polyethylene (HDPE - #2) such as milk, shampoo, or laundry detergent bottles; but including any bottle with a neck narrower than its base.

W. "Rear Load Container" shall mean a detachable metal container with the size of one (1), one and one-half (1-1/2) or two (2) cubic yards used for the collection and disposal of solid waste/garbage, attached by hand at the rear of the truck and dumped mechanically. This container is intended to be placed on a hard, level surface.

X. "Recyclables" shall include newspapers, mixed waste paper, cardboard, aluminum cans, tin cans, beverage containers, and other such material as shall be mutually agreeable to both parties.

Y. "Recycling Container" shall mean a cart with wheels provided by the Contractor for the collection and temporary storage of recyclables.

Z. "Residential Unit" shall mean any single family home and individual residences located in duplexes, triplexes, and fourplexes located in the City and served by this Contract.

AA. "Solid Waste/Garbage" shall mean all putrescible and non-putrescible solid and semisolid wastes, including but not limited to, rubbish, ashes, demolition and construction waste, animal and vegetable waste. Solid waste/garbage does not include: sludge and septage; dangerous, hazardous, or medical infectious waste; automobile batteries; large appliances; and rubber tires.

BB. "Subcontractor" shall mean any entity with whom the Contractor has an agreement to perform drop box service, as provided for in this Contract.

CC. "Solid Waste Cart" shall mean a large plastic wheeled cart having a minimum sixty (60) gallon capacity or a minimum ninety (90) gallon capacity, dumped mechanically to be provided by the Contractor.

DD. "Co-mingled Residential/Multifamily Recycling Cart" shall mean a large plastic wheeled cart, having a minimum ninety (90) gallon capacity, dumped mechanically, to be provided by the Contractor.

"Co-Mingled Residential/Multifamily Recycling" shall include, aluminum cans, tin cans, cardboard, mixed paper, newspaper, shredded paper, cereal boxes, paper or frozen food boxes, milk jugs, plastic bottles (necks smaller than the base), paper style milk cartons, and phone books.

"Items not allowed in Co-Mingled Residential/Multifamily Recycling" are glass bottles, glassware, ceramics, light bulbs, batteries, aerosol cans, toxic product containers, plastic cups, plastic tubs, plastic lids, plastic bags, Styrofoam peanuts, Styrofoam containers, foil, chip bags, frozen food bags, pill bottles, juice boxes, metal coat hangers, and food contaminated paper plates and napkins.

EE. "Tin Cans" shall mean cans and containers composed of tin plated steel, or bi-metals. Coat hangers or other scrap metals are not included.

FF. "Yard Waste" shall mean grass and vegetative material which occurs naturally and is grown on residential or commercial property or is included in the landscaping of such property. The term also includes Christmas Trees that are free of any decoration and flocking. The term does not include rocks, sod, gravel, dirt and sand. In

addition, branches larger than four (4) inches in diameter and stumps are not included.

GG. "Yardwaste Cart" shall mean a large plastic wheeled cart having a minimum ninety (90) gallon capacity not to exceed 130 lbs, dumped mechanically, to be provided by the Contractor.

11. Preparation of Recyclables and Yard Waste

All recyclable material and yard waste must be free of contaminants. If any recyclables contain contaminants which are included in solid waste/garbage, the Contractor may elect not to pick it up. In the event that recyclables are not collected, the customer shall be notified, by means of an affixed printed tag provided by the Contractor, of the condition so that the problem can be corrected. In the event that contaminants do show up, the Contractor may remove contaminants, and the contaminants will be left with the cart and the customer will be notified of the condition so that the problem can be corrected. In the event this problem repeats itself, the City will be notified and the recycling or yard waste service may be discontinued with City approval.

For purposes of this agreement, recyclables shall be prepared by customers who shall be encouraged to present recyclables in as clean, dry, and empty a state as possible. Customers will be advised to throw plastic caps away, to rinse all containers, and not to bag any items.

Yard waste carts shall be placed at the curb on collection day.

12. Contractor's Office

The Contractor shall be required to maintain an office provided with telephones and such attendants as may be necessary to take care of requests, billing, orders,

customer service, orders for special service, or instructions from the City: PROVIDED THAT, the billing responsibility shall accrue only in the event the City determines it appropriate to discontinue its current practice of billing for the services. This office shall be in operation, except on the holidays recognized under this Contract, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, with after hours voice mail messaging for customers.

13. Contractor's Employees

A. The Contractor shall require all employees to be courteous at all times; not to use loud or profane language and to do their work as quietly as possible.

B. Employees collecting solid waste/garbage, recyclables, and yard waste shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans/carts, recycling/carts and yard waste carts. They shall also close all gates opened by them.

C. Employees shall not trespass or loiter; nor shall employees enter private property other than from the right-of-way or alley.

D. All employees shall be competent and skilled in the performance of the work to which they may be assigned.

14. Collection Times

Collections shall be made between the hours of 6:00 a.m. and 6:00 p.m. No collections shall be made on Sundays. All collections operations shall be performed as quietly as reasonably possible. Route and schedule data shall be provided to the City by the Contractor. Thirty (30) days' advance notice shall be given to the City for any route and schedule changes. The Contractor may observe Christmas Day and New Year's Day as the only recognized

holidays in each year of this Contract. Service for the balance of the week following these holidays will be provided no more than one working day later than normally scheduled. The Contractor will provide thirty (30) days' advance notice to all customers of altered service resulting from the observation of these holidays. Collection of solid waste missed as a result of a holiday shall be collected the next day, with the exception of Sunday. Collections missed as the result of inclement weather shall be performed the next scheduled collection day with no additional charges.

15. Service Area and Annexation Rights

A. The Contract service area shall be the incorporated limits of the City. Additional areas annexed by the City shall be subject to the terms and conditions of this Contract, except for statutory rights of third parties as set forth in RCW 35A.14.900 and/or RCW 35.13.280 which shall control service in annexed territories, if any.

B. Contractor specifically agrees, as to any property or territories previously annexed by the CITY or hereafter annexed by the CITY for which it has a franchise or for which it has a permit for operation of a public service business, it specifically waives, relinquishes, and surrenders all rights it might have for a continuation of service to the area and any right to compensation for the CITY's assumption of service in the area, whether pursuant to R.C.W. 35A.14.900, or otherwise. On and after the effective date of the annexation or upon such date as the CITY may establish, the provisions of this contract as to levels of service, rates, billing, and other provisions for the annexed areas shall be subject to the provisions of this contract.

16. Collection Operations

A. The Contractor shall make collections of garbage/refuse once a week. Commercial establishments

shall be serviced more than once per week when the customer so requests or as required by the City.

B. The Contractor shall provide curbside collection of the recyclables to all City customers, on a bi-weekly schedule, year round. Collection shall be provided to all single-family and multifamily residences and to those commercial establishments which have requested this service.

C. If or when the City elects to implement curbside collection of the yard waste material, the Contractor will collect on a bi-weekly schedule year round on the same day as regular garbage collection service opposite curbside recyclables collection. Collection will be provided to all single-family, multifamily, and commercial establishments with can service.

D. The Contractor becomes the owner of the recyclables following collection and can market or dispose of them in any manner selected by the Contractor. Recyclables which are collected by the Contractor shall not be disposed of in a landfill or municipal composting facility unless the Contractor has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the most economical way to handle them.

E. The Contractor becomes the owner of solid waste/garbage following collection, with sole authority and discretion to determine its disposition, provided that it shall be disposed of at a permitted solid waste disposal facility approved by the City.

F. The Contractor becomes the owner of the yard waste following collection and will deliver the yard waste to a fully-licensed compost site or, if there is no such site, a landfill.

17. Special Collections

A. Adequate provisions shall be made by the Contractor to provide special next day collection when solid waste/garbage, recyclables, or yard waste have not been collected during the regularly scheduled trip as a result of the Contractor's inadvertence or neglect in picking up the same. As to a customer having weekly service, Customer shall notify the Contractor of missed collection within two (2) working days or the missed collection will not be specially collected. Special pickups for such missed collections shall be made by the Contractor within one (1) working day after notification by the customer or by being ordered by the City at no additional cost to the City or the customer.

B. Pickups for missed or special collections required through no fault of the Contractor shall be made by the Contractor by the end of the following business day after notification. A return trip charge shall be assessed according to the Eastern Grays Harbor Disposal Tariff rate for "Return Trips."

18. Billing

18.1. Initial Status:

A. Until and unless the City opts to discontinue the responsibility, the CITY shall be an agent of LeMAY to collect all fees and charges for the services provided by LeMAY under this contract as they become due and payable, except that LeMAY shall collect all charges for drop boxes and special single jobs. The CITY agrees to make every reasonable effort, including the utilization of such lien as may be provided by the applicable law, at its own expense and not at the expense of LeMAY, to collect these fees and charges: PROVIDED THAT, this shall not include litigation. LeMAY shall reimburse the CITY for all monies expended by the CITY at the request of LeMAY in the collection of delinquent accounts, whether such monies are expended for costs or legal fees.

B. It is agreed the CITY shall be entitled to establish fees and charges as it from time-to-time determines necessary and appropriate as compensation for its collection and bookkeeping services required under this Contract. It is further agreed that it shall keep all delinquency charges collected. Any increase in these fees and charges shall be in addition to the fees established for collection and disposal. The balance of the fees and charges collected shall be paid to LeMAY not later than the 10th day of each calendar month and the payment thereof is agreed by LeMAY to constitute full compensation for its services hereunder.

18.2. City Decision To Discontinue Billing Involvement:

If the City determines it appropriate to discontinue the billing role set out in subsection 18.1. then, under this Contract, the Contractor shall have full responsibility for billing and collecting from customers as defined in this contract or the applicable municipal code section for the collection, transportation, and disposal of solid waste/garbage, recyclables, and yard waste.

A. Any customer who has not remitted all required payments within forty-five (45) days after the date of billing may be notified by the Contractor that service may be discontinued fifteen (15) days after the date of notice if payment is not received before that time. The Contractor shall further provide customers written notice of a right to a hearing regarding disputed bills before the City Clerk-Treasurer and, if a customer requests a hearing before the end of the fifteen (15) day period, service shall not be discontinued until the dismissal or conclusion of any such hearing.

B. The City Clerk-Treasurer, in her/his reasonable discretion, may determine the date and time for the hearing during regular business hours and reasonable hearing procedures. If the Clerk-Treasurer finds in

favor of the Contractor regarding such dispute and billing and payment is not made within five (5) days following the conclusion of the hearing, the Contractor may discontinue service for such customer, with the understanding that billing charges will continue to accrue even though service has been discontinued.

The City acknowledges that Contractor shall deduct from gross revenues received applicable utility tax portions from all delinquent debt customers to the extent the Contractor shall not be required to remit utility taxes on services to customers for which they have not been paid. Upon payment of the delinquent fees plus interest, the Contractor shall resume collection on the next regular scheduled collection day.

19. Service to New Customers

A. The Contractor shall provide service to new customers within one (1) week after receipt of a request to do so. For residential service, contractor shall provide the "Solid Waste Cart" in which solid waste collection service shall be rendered. For commercial customers, Contractor shall provide the requested container to the commercial service customer. If the Contractor is unable to provide the container in the size ordered by the customer within the one (1) week, then the Contractor may temporarily provide the customer with any size container, provided, however, the service provided to the customer and the rate charged shall be equivalent to the service and rate for the requested container.

B. The Contractor shall, upon request and without additional cost, make available either to the City or the property owner, planning assistance on new construction or major remodeling of buildings and structures within City limits with respect to the design and location of garbage and recycling collection and removal facilities and their location upon the site of the proposed construction or remodeling project.

20. Equipment and Maintenance

A. The Contractor shall furnish all vehicles, which shall be specifically designed for collection and hauling of solid waste/garbage, recyclables, and yard waste. Each vehicle shall have a tight metal body designed so as to prevent the scattering of material when driven over the streets, alleys and highways.

B. Collection vehicles shall be kept in good repair and appearance and sanitary condition at all times. Each vehicle shall have the identification number clearly visible on the truck. No advertising without prior City approval shall be permitted on the vehicles.

C. Any equipment found not to comply with the above standards shall be taken out of service and brought into compliance with the standards before being placed back in City service.

21. Service for People With Disabilities

The Contractor shall provide pack-out service to all customers who provide written documentation of their physical inability to deposit the solid waste/garbage, recyclables and yard waste at the curb and the absence of any other able-bodied household resident. The Contractor shall provide such pack-out service at the curb rate.

22. Force Majeure

Neither the City nor the Contractor will be liable for failure to perform their obligations under this Contract and such failure shall not be a default under this Contract when the failure is due to fire, flood, storms, epidemics, earthquakes, volcanic eruptions, war, riot, insurrection, governmental restraints, or labor disturbances against entities other than the Contractor.

23. Performance Bond

The Contractor shall furnish to the City an irrevocable performance bond in the sum of twenty thousand dollars (\$20,000.00) to insure faithful performance and intent of this Contract and, upon written demand and cure period, the City may make demand under the performance bond for the Contractor's failure to comply with the material terms of said Contract. In the event such performance bond shall be exhausted or not be renewed and Contractor does not provide a replacement clean irrevocable performance bond in like amount within thirty (30) days of such event, the Contractor shall be in breach of this Contract and the City may, at its option, terminate the same without waiver of its claim for any damages caused by such breach and termination.

24. Liability Insurance

A. The Contractor shall be responsible for paying any and all State Industrial Insurance on persons collecting solid waste/garbage, recyclables, and yard waste on their behalf.

B. In addition, the Contractor shall provide and maintain in full force and effect during the Term of this Contract, a policy of commercial general liability insurance including premises liability, Contractual liability, stop gap liability insurance, and automobile liability insurance naming the City as an additional named insured, providing for two (2) million dollars per occurrence for bodily injuries and/or death and property damage. Said coverage shall be provided by an insurer with a Best rating no less than A1 1 and who is authorized to do business in the State of Washington.

C. Prior to the commencement of this Contract on January 1, 2010, the Contractor shall furnish to the City a Certificate of Insurance certifying said insurance policy to be in full force and effect. A new Certificate of

Insurance shall be filed with the City on an annual basis. The Certificate of Insurance shall contain a provision giving the City sixty (60) days' advance written notice of any change, cancellation, or lapse of such policy.

25. Indemnification and Hold Harmless Agreement

A. Contractor shall indemnify and hold harmless the City, its officers, agents, servants, subcontractors, appointed and elected officials and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses, costs, or expenses, including reasonable attorney fees and costs, occurring directly or indirectly, by reason of or in connection with any negligent owners, agents, servants, subcontractors, and employees in performing Contractor's collection services hereunder. Such indemnity shall not include claims to the extent they result from any agents, servants, subcontractors, appointed or elected officials, or employees. The Contractor specifically waives its immunity under Title 51 RCW for injuries to its employees, for the express purpose of indemnifying and holding harmless the City from liability for any action brought by the Contractor's own employees.

B. City shall indemnify and hold harmless the Contractor, its officers, directors, owners, agents, servants, subcontractors, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses, costs, or expenses, including reasonable attorney fees and costs, occurring directly or indirectly by reason of, or in connection with any negligent or intentional actions or omission of the City, its officers, agents, servants, subcontractors, appointed and elected officials, and employees. Such indemnity shall not include claims to the extent they result from any negligent or intentional actions or omissions of Contractor, its officers, directors, owners, agents, servants, subcontractors, or employees.

C. In the event of any suit against any party indemnified under this Contract, the indemnifying party shall have the option to appear and defend such suit and the indemnifying party shall be notified in a timely manner of such suit. The indemnified party shall have the right to approve counsel chosen by the indemnifying party to litigate such suit which approval shall not be unreasonably withheld.

D. Materials collected in the City shall be disposed of in accordance with state, federal, county, and local laws at properly licensed and permitted disposal facilities. The Contractor will hold the City harmless for any required landfill cleanup resulting from inappropriate or illegal disposal of solid waste. Such cleanup costs shall include attorneys' fees, court costs, and other related costs and fees.

E. The Contractor shall abide by all applicable rules and regulations that govern the solid waste disposal facility utilized by Contractor.

26. Damage to Property

A. If any City property is damaged as a result of the Contractor's negligence or intentional act, the Contractor shall repair or replace the same after being notified of the damage. If the Contractor fails to do so within seven (7) days, the City may cause repairs or replacement to be made and cost of doing so may be deducted from the Contractor's performance bond. Where the Contractor is requested to provide service, and damage occurs to a customer's driveway due to circumstances beyond the control of the Contractor, the Contractor shall have no liability for damage to customer's driveway or appurtenant property.

B. Care shall be taken in the loading and transportation of solid waste/garbage, recyclables, and yard waste so

that any leaking or spilling is minimized. The Contractor shall immediately clean up any spills upon notice.

27. Default

"Default Involving Disposal" If the Contractor is notified that it has allegedly violated the provisions of this Contract relating to the disposal of solid waste/garbage, recyclables or yard waste, the Contractor shall, immediately upon receipt of notice from the City, to the extent it disposed of such materials, take steps to remedy the violation and to prevent further violations. Such action may include removing such solid waste/garbage, recyclables or yard waste and disposing of it at an approved facility. The Contractor shall indemnify and hold the City harmless for the cost of:

- (a) any cleanup of the disposal site, required pursuant to state or federal law, when the Contractor has disposed of solid waste/garbage, recyclables or yard waste at such site in violation of this Contract; and
- (b) the removal and/or disposal of any solid waste/garbage, recyclables or yard waste disposed of by the Contractor in a location that is not authorized under the this Contract.

B. "Other Defaults" The Contractor shall be in default of the Contract if it violates any material provision of the Contract. In addition to any rights set forth in this Contract, the City reserves the right to declare the Contractor to be in default of this Contract if:

1. The Contractor fails to commence collection or fails to substantially perform required services under this Contract for more than five (5) business days after performance is due;

2. The Contractor fails to practicably obtain and maintain any material permit required by the City or any federal, state, or other regulatory body in order to perform the services required under this Contract and, as

a result, the Contractor is prohibited from performing its obligations under this Contract; or

3. The Contractor's noncompliance with this Contract creates a serious hazard to public health or safety.

In the event of default, other than a default described in subsections 1, 2 or 3 above, the City shall give the Contractor ten (10) calendar days' prior written notice of its intent to exercise its rights under Section C, stating the reasons for such action. With respect to a default described in subsections 1, 2 or 3, the City shall give the Contractor 48 hours' prior written notice of its intent to exercise its rights under Section C stating the reasons for such action. If the Contractor cures the default within the applicable cure period or if the Contractor initiates reasonable efforts to remedy the default and diligently pursues a cure to completion, the City shall not exercise its rights under Section C for the particular incident. If the Contractor fails to commence and pursue a cure to completion to remedy the default, the City may, without impairing any of its rights hereunder, exercise its rights under Section C.

C. "City Remedies" If the Contractor is in default under this Contract after any cure period, the City may pursue any or all of the following options:

1. Terminate this Contract by written notice and order the Contractor to discontinue further service;
2. Be released from its obligations under this Contract and substitute any other method or person to perform those services;
3. Seek the judicial remedy of specific performance; and
4. Pursue any other remedy available at law or equity.

D. "Contractor Right to Terminate" If the City fails to comply with this Contract and fails to cure such breach within 45 days after written notice thereof from the Contractor (or if the default cannot reasonably be cured within 45 days and the City fails to commence to cure the default with such 45 days and fails to diligently and in good faith continue to cure the default within a reasonable period thereafter), then the Contractor may, without impairing any other of its rights hereunder, terminate this Contract by written notice any time after such 45 day period (or extended period).

E. "Right to Require Performance" The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

28. Permits and Fees

The Contractor shall obtain, at its own expense, all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the terms of this Contract.

29. Compliance with Laws

The Contractor agrees and covenants to comply with all provisions of federal, state, county and City laws and ordinances affecting, directly or indirectly, the subject matter of this Contract.

30. Reporting, Record keeping and Audits - County Reports may Suffice - Necessary Dates for Transmission

A. Upon written request, the Contractor shall provide the City on a weekly basis a report listing all the starts and stops transacted within that week to be

received by the City on the last working day of the following week.

B. The Contractor shall provide the City on a quarterly basis, within thirty (30) days of the end of the preceding quarter, on a mutually agreed upon form provided with this Contract as Exhibit B, Solid Waste/Recycling Collection Report, a report providing the following information from the collection services for the preceding month:

1. Estimated tons of solid waste disposed for all residential customers.
2. Estimated total tons of solid waste disposed.
3. Estimated total tons of recyclable materials collected.

The Contractor shall be diligent in the use of the best available and most accurate weight estimating practices available in calculating the weights of solid wastes and recyclable materials collected under this Contract. In the event the Contractor commingles, in the same vehicle, solid waste and recyclables collected under this Contract with those collected from other clients, a mutually agreed upon procedure for estimating the City's portion will be established. It will be the Contractor's responsibility to submit the procedure/methodology and the City's responsibility to reasonably approve any such procedure/methodology.

C. The Contractor shall provide to the City on a semiannual basis, within thirty (30) days of the end of June and December, a report summarizing the number of customers in each of the rate categories established by the City and the gross billings for that customer category for the preceding time period.

D. The Contractor shall at all times cooperate with the City in providing all information relating to its service rendered under this Contract. The Contractor shall maintain records of the solid waste, recyclable materials and yard waste volume collected hereunder and the revenues collected therefrom. These records shall be maintained in such a manner as to readily support the amounts reported to the City and shall reflect the rates and amounts charged to customers. The Contractor shall maintain these records for a minimum of three (3) years. The City acknowledges that Contractor reports to Grays Harbor County may satisfy many of these reporting requirements and will work with the Contractor to eliminate redundancies and to relieve it of the need to file separate reports to the City where that information already exists or is otherwise readily available.

E. The City shall have the right to reasonable access to Contractor's records during the Contractor's office hours and to have those records audited by a City staff member or a City-designated auditor, at the expense of the City, any time during the Contract term and as often as the City shall desire.

31. Taxes

A. Utility Tax

In the event that the City discontinues its current policy of direct billing and collection of charges from the solid waste utility's customers, the Contractor shall pay the City, no later than the last day of the succeeding month, a garbage or refuse removal utility tax for the preceding month. As of January 1, 2010, the tax is 6% (six percent) of total gross billing revenues derived by the Contractor for services provided under this Contract.

B. Refuse Collection Tax

In the event that the City discontinues its current policy of direct billing and collection of charges from the solid waste utility's customers, the Contractor shall pay the state of Washington a refuse collection tax in accordance with RCW 83.18, as amended.

C. General Requirement: All taxes required to be paid by any state, federal or local law shall be included in customer charges.

32. Rates and Rate Adjustments

A. The Contractor's initial charges for collection, transportation and disposal services shall be those established and contained in attached Exhibit A and by this reference incorporated herein. Commencing with the year 2012, the rates set forth in Exhibit "A" shall be further subject to an annual cost of living adjustment calculated as follows: on January 1 of every year of this Contract, the rates and charges shown in Exhibit "A" shall increase by 80% of the percentage change in the preceding year's first half consumer price index for the Seattle-Tacoma-Bremerton Area for All Urban Consumers, all items, (1982-84 = 100) (CPI-U), as calculated and prepared by the United States Department of Labor, Bureau of Labor Statistics or its successor: PROVIDED THAT, the increase shall be no less than one percent (1%) nor more than five percent (5%) in any calendar year.

B. Other Adjustments Bases:

1. The rates in Exhibit "A" may be increased by the direct increase in disposal costs calculated on 15 lbs. per 10 gallon can, 25 lbs. per 20 gallon can, and 35 lbs. per 30 gallon can, 64 lbs. per 65 gallon cart, and 96 lbs. per 90 gallon cart, 180 lbs. per yard of container capacity, or actual tonnage in a drop box. The increase is to be implemented on the effective date of the increase at the disposal facility.

2. The rates set forth in Exhibit "A" shall be further subject to a fuel surcharge assessed by Contractor to be approved by the City based on the difference between the actual fuel costs incurred over the initial base rate of \$2.76 per gallon at the execution of this contract. Contractor shall provide City with documentation of actual costs paid on request. If after instituting a fuel surcharge, fuel prices decrease to or below the \$2.76 per gallon rate, the surcharge will be eliminated beginning the next regular billing cycle. The approval for any fuel surcharge shall not be unreasonably withheld by the City.

3. It is recognized that Contractor utilizes a disposal site operated by Grays Harbor County. To the extent the County increases the "dumping" fee charge to utilize the site, the rate shall be subject to adjustment at the time the increase becomes effective or the earliest date allowed by law.

4. In addition to any disposal fee adjustment, the Contractor shall also be permitted to propose passthrough rate adjustments for any changes in local, state, or federal laws which increase the cost of providing services pursuant to this Contract. After documentation of the impact of such changes, the City shall review the proposed rate changes, and its approval for passthrough of costs due to changes in local, state, or federal laws shall not be unreasonably withheld by the City.

C. Arbitration

If any dispute shall arise during the term of this Contract between the Contractor and the City with respect to any rate adjustment requested pursuant to subsection B, such dispute shall be submitted to arbitration. In such event, either party may appoint an arbitrator and notify the other party of such appointment. The other party, in turn, shall, within ten (10) days of such notification, appoint an arbitrator. The two arbitrators so appointed shall then appoint a third arbitrator and

the three arbitrators so appointed shall constitute a board of arbitration for the purpose of resolving such dispute in determining the amount of increase, *if any*, of such pass-through charges. The majority decision of the board shall be binding upon each party and each party agrees to be bound thereby.

In recognition of statutory requirements, the Contractor shall provide 60 days notice or such other period as may be required by applicable law, of any increase in rates made pursuant to this section. It is recognized the City has accepted these initial rates and passed a resolution incorporating them as a law of the City.

33. Dispute Resolution

A. In the event of any dispute arising out of this Agreement, the parties agree 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. 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.

34. Enforcement of Contract

As provided in Section 33, if either party shall bring any action to interpret or enforce any provision of the Contract, including an arbitration proceeding, the non-prevailing party shall pay the successful party a

reasonable sum for its attorney fees and costs actually incurred, including those related to any appeal.

35. Governing Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action brought under this Contract shall be in Grays Harbor County, Washington.

36. Severability

If any term or provision of this Contract is, to any extent, held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

37. Interpretation

It is acknowledged that each party has had the opportunity to have this contract reviewed by counsel of its choice and that the rule of interpretation against the draft shall no apply.

38. Supersession of Existing Contract

It is agreed to by the parties that, as of the effective date of this contract, it shall succeed any existing contract in place: PROVIDED THAT, any right or responsibility of a party which may have accrued prior to the effective date of this Agreement shall not be effected.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed as originals on the year and day first above mentioned.

HAROLD LEMAY ENTERPRISES, INC.

BY:

\_\_\_\_\_  
Its  
\_\_\_\_\_

CITY OF McCLEARY:

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

ATTEST:

\_\_\_\_\_  
WENDY COLLINS, Clerk-treasurer

APPROVED AS TO FORM:

**CONTRACT FOR GARBAGE,  
RECYCLABLES AND  
YARD WASTE COLLECTION  
1/12/10 -F- 29**

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DANIEL O. GLENN, City Attorney

CONTRACT FOR GARBAGE,  
RECYCLABLES AND  
YARD WASTE COLLECTION  
1/12/10 -F- 30

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INTEROFFICE MEMORANDUM

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TO: MAYOR AND COUNCIL  
FROM: COUNCILMAN RAY BOLING  
SUBJECT: OVERNIGHT PARKING  
DATE: 12/11/2009

I would like the council and mayor to look into an "No overnight parking except authorized Vehicles" sign for the Park and Ride lot. As you know, we had a problem this past summer with a van that had to be towed, after being parked over a week. This signage was requested by residents in the area of the lot.

Thank you

Ray Boling

  
Councilman