



McCleary City Council

AGENDA

November 12, 2014

7:00 City Council Meeting

Flag Salute

Roll Call

Public Hearings: Property Tax Levy

Proposed Budget

Public Comment: * Three Minute Limit

Minutes: (Tab A)

Mayor's Report/Comments:

Staff Reports: Dan Glenn, City Attorney (Tab B)

Todd Baun Staff Report (Tab C)

Staff Reports (Tab D)

Old Business:

New Business: Lemay Contract (Tab E)

Teamsters Union Contract (Tab F)

Tax Levy Refund (Tab G)

Ordinances: Property Tax Levy (Tab H)

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

The City of McCleary is an equal opportunity provider and employer.
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, October 22, 2014

ROLL CALL AND FLAG SALUTE Councilmember's Reed, Schiller, Ator and Peterson.

ABSENT Councilmember Catterlin was absent. **It was moved by Councilmember Schiller, seconded by Councilmember Reed to excuse Councilmember Catterlin's absence. Motion Carried 4-0.**

STAFF PRESENT Present at the meeting were Todd Baun, Wendy Collins, George Crumb, and Dan Glenn.

PUBLIC HEARING

PUBLIC HEARING PROPERTY TAX LEVY The hearing opened at 7:01 pm and recessed at 7:01 pm due to the lack of tax information from the Grays Harbor County Assessors Office. The hearing will resume on November 12, 2014 when the tax levy information should be available.

PUBLIC COMMENT None.

MINUTES APPROVED **It was moved by Councilmember Ator, seconded by Councilmember Peterson to approve the minutes from the October 8, 2014 meeting. Motion Carried 4-0.**

CITY ATTORNEY REPORT Dan Glenn reminded Council that any messages on City machines or City related texts and conversations on personal electronics are subject to public record requests.

Mr. Glenn is waiting to hear back from Coastal Community Action Program's head official to obtain clarification regarding language in the contract in an effort to avoid a future finding from the auditor's for not handling funds properly.

MAYOR'S COMMENTS None.

DIRECTOR OF PUBLIC WORKS REPORT Todd Baun has provided a report to the Council and is available if there are any questions.

REED COMMITTEE APPOINTMENTS **It was moved by Councilmember Ator, seconded by Councilmember Reed to appoint Susan Carroll and Jennie Reed to the Rural Electric Economic Development Committee. Motion Carried 4-0.**

2015 GRAYS HARBOR COUNTY COURT CONTRACT Mayor Dent, Dan Glenn, Todd Baun and Wendy Collins attended a meeting with the representatives of the Grays Harbor County Courts to discuss a potential court contract for 2015 in an effort to lower expenditures in the current expense fund. The County presented an option to charge the City by type of infraction, per infraction, and after further discussions, the cost savings will be substantial. **It was moved by Councilmember Reed, seconded by Councilmember Peterson to authorize the Mayor to sign the contract with Grays Harbor County Courts. Motion Carried 4-0.**

2015 BIAS CONTRACT BIAS Software has provided a service agreement contract renewal for 2015. **It was moved by Councilmember Peterson, seconded by Councilmember Ator to authorize the Mayor to sign the 2015 BIAS service agreement contract. Motion Carried 4-0.**

2015 FIRE DISTRICT 5 CONTRACT Dan Glenn reported that the City of Elma's Fire District 5 Contract automatically expires this year unless the City renews it. McCleary's FD 5 contract continues unless we end it and will automatically renew. After discussion, the Council prefers the City of Elma's approach and wishes to renegotiate without automatically renewing after three years. **It was moved by Councilmember Ator, seconded by Councilmember Reed to authorize the Mayor to sign the contract with Fire District 5. Motion Carried 4-0.**

APPROVAL OF VOUCHERS Accounts Payable vouchers/checks approved were 38652-38697 including EFT's in the amount of \$139,391.87.

Payroll vouchers/checks approved were 38497-38581 including EFT's in the amount of \$149,136.48.

It was moved by Councilmember Ator, seconded by Councilmember Reed to approve the vouchers. Motion Carried 4-0.

PUBLIC COMMENT

Councilmember Schiller asked Mayor Dent why he transferred \$55,000 from the light and power fund to the current expense fund after the audit. Mayor Dent said the money was already transferred before the audit. Councilmember Schiller asked if we are going to talk about the audit and the finding we received, and also wanted to know if the finance committee has met recently. Todd Baun responded the finance committee has not met in several months. Councilmember Schiller hasn't seen the expenditures yet and Mayor Dent told him he would receive them next week. Councilmember Schiller asked if we have a contingency plan to pay the fund transfers back. Dan Glenn stated the auditors requested the City develop an analysis to justify the transfers and Councilmember Schiller asked how do you "BS" your way backwards. Mr. Glenn said he assumes those people involved in the budget had those documents and Wendy and Todd will be looking through them. Councilmember Schiller wanted to know if funds will be set aside to repay the transfers and Dan told him that repaying was a recommendation. Mr. Glenn said staff will create an analysis. Dan Glenn pointed out that the auditor commented that the Clerk-Treasurer's office has done a great job.

Councilmember Schiller stated we have to vote on a budget and wants to know if the Mayor is planning on putting funds back in the light and power fund.

Terry Franklin wanted to encourage the Council to look at the crude oil trains because it affects all of us. Mayor Dent said if the Council wants it on the agenda, he will add it.

Gary Atkins asked the Mayor if he has worked on negotiations with the Sheriff's Department and Mayor Dent said no.

EXECUTIVE SESSION

None.

MEETING ADJOURNED

It was moved by Councilmember Ator, seconded by Councilmember Reed to adjourn the meeting at 7:25 PM. The next meeting is scheduled for November 12, 2014 at 7:00 PM. Motion Carried 4-0.

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary
FROM: DANIEL O. GLENN, City Attorney
DATE: November 10, 2014
RE: LEGAL ACTIVITIES as of NOVEMBER 12, 2014

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. **AD VALOREM TAXATION:**

A. The Annual Levy: The establishment of the amount of tax to be imposed upon real property within the corporate limits is always part of the basic decision making as to revenue. Based upon a contact I had in the middle of October with the primarily responsible staff member at the Assessor's Office, it was the understanding the figures for use in this process would be available by the end of the month. As it turned out, the base information did not become available until the middle of last week. Both Ms. Collins and I received draft figures as to the amount collected last year from Ms. Bednarik, the staff member who has been consistently very helpful. Based upon the information provided, I have drafted and provided an ordinance which would implement the statutorily allowed 1% increase.

The ordinance is statutorily required to be filed with the County offices by December 1. Assuming the information is adequate, you will be able to adopt an amount at this meeting and avoid any need to have a recessed meeting. As usual, the figures do not take into consideration any

increased revenue resulting from the levy on new construction or annexed property. (I do not believe we have anything in the latter category from which we will benefit this year but we can hope.)

B. The "Levy a Relevy" Situation: As was true last year, Wendy received a notice from the Office of the County Treasurer that, in the language of the notice, the City could "levy a refund levy to recover taxes that were refunded and/or cancelled during the past twelve months." The amount referenced was \$1,771,93. Following receipt of the notice for the first time last year, I contacted the Treasurer. He indicated changes in tax levels occurring after the adoption of the ad valorem ordinance last year, and changes in tax application to various property for various reasons, including obtaining the senior citizen exemption, resulted in the "loss" of this anticipated revenue. Thus, under a statute apparently implemented in 2012, for the second time the City may levy an amount aimed at recovering that amount or one-half of it. This would be in addition to any other amount established.

Last year we were told that no ordinance need be adopted, only action taken to confirm that the desire is to have the funds collected.

2. LeMAY RATE MODIFICATION: As was referenced at the last meeting, the City has an existing contract with LeMay for solid waste disposal services which runs through December, 2016. Pursuant to the contract, there is the right to obtain a rate increase annually tied to a percentage of the CPI. Mr. Dionne, the Company's representative, has provided the proposed rate modifications. They have been incorporated into a draft resolution and reflect, as to the standard rates, a modification of 1.44%. Since any rate change for this utility must carry with it a notification to the public at least 45 days in advance of the change, if it has not already been done, the City will have to take the steps to publish the notice of the proposed change in rates.

A proposed resolution which would implement the changes has been provided.

3. CONTRACT FOR COURT SERVICES: Following the discussions had with the District Court administration, a

draft contract was prepared which would provide for the County to provide the court services commencing as of January 1, 2015. The draft agreement worked out by James Baker, the DPA advising the Court, and myself has been provided to Ms. Collins for execution by the Mayor. No action is required this evening.

Among the elements are the following:

A. The City will pay an amount based upon a per case method with two classes, infractions and criminal cases.

B. If a criminal case goes to jury, there are additional fees for the jury costs.

C. The City will continue to have the duty to provide prosecution and public defender services.

D. The contract is subject to termination only in compliance with an usual statutory provision tied to the election time period for a district court judge.

E. Jail costs continue to be handled under the separate contract.

4. **ENHANCED ALL TERRAIN VEHICLE UTILIZATION:** In the prior reports I have provided the current status of legislation which, if the City were to authorize, would allow ATVs equipped with certain specific equipment to operate upon certain public streets. I am uncertain if Chief Crumb has had the opportunity to provide you a memorandum setting forth his position as to whether or not such authorization would be in the best interests of the City's operation and the rationale for that position.

As to status, the DOL has included the provisions in the Model Traffic Ordinance (MTO) which the City has adopted. However, since the statute specifically indicates the provisions are not to be in effect for a city unless the Council specifically approves them, we would take the position that they are not in effect within the City at this stage. I can indicate that Elma's Council opted to allow their utilization so long as the vehicle is in compliance with the equipment requirements and the operator has the required

license.

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

DG/le

STAFF REPORT

To: Mayor Dent
From: Todd Baun, Director of Public Works
Date: November 7th, 2014
Re: Current Non-Agenda Activity

2015 Budget

The 2015 Preliminary budget is completed and you should have copies of it. It is also posted on the website. If you have any questions or concerns, please let me know and I will do my best on answering them.

AWC Short Video

Association of Washington Cities (AWC) has produced a short video, less than three minutes, titled *The Ugly Truth: Infrastructure Investment*. The intent of this video is to assist in beginning a conversation about the importance of infrastructure investment with and between legislators, community members and other stakeholders. I have attached the link.

[The Ugly Truth video](#)

Accident Prevention Program

We have recently been informed by Labor and Industries that we need to update our Accident Prevention Program. I have started looking into the process.

3rd Street Open House

The City and Skillings Connolly will be hosting an open house for the 3rd Street project on November 12th from 3 to 6 pm. This is keep the public involved in the process and to answer any questions or concerns they may have on the design.

STAFF REPORT

To: Mayor Dent
From: Colin Mercer
Date: November 5, 2014
Re: October Building Department

Activities

- Submit copies of permits issued to Grays Harbor County Assessor's Office.
- High Definition Homes 500 E Huckleberry has been finalized and a Certificate of Occupancy has been issued.
- High Definition Homes 1493 N Summit Road is in the framing stage, a delay occurred due to a wire theft.
- The Beehive is in the rough in stage of phase 2 of their project.
- 116 S 4th Street was issued a 30 day Temporary Occupancy to allow for the completion of a few minor construction items.
- 439 E Mommsen has poured the foundation and will be grading the site as soon as the forms are stripped.
- VFW hall building permit has been issued to repair the North wall weather damage.

Nuisance Issues in Progress

- 415 S Main Street Dangerous Garage, demolition permit has been issued.
- 832 N Summit Road waiting on demolition to be performed
- 150 Wildcat attempting to work with bank to get property boarded up and the landscape cut down.
- 137 S. 3rd Street, notified tenant that the commercial zone does not allow for residential dwelling units and they are not allowed to live there without the proper facilities.

Nuisances Resolved

- 622 S. Main St. owner has been notified about possible living in a trailer, gave them 30 days to discontinue.
- 506 W. Simpson entire rear has now been mowed.
- 121 S. 9th the trailer has been removed from the property and the owner has retaken possession of the rental.
- 415 S. Main Street garage has been removed.
- 832 N Summit Road demolition completed.
- 417 W Pine, construction debris removed from rear yard next to alley.

Conservation Program

Month	Applications Received	Conservation Permits Issued	Rebates Paid This Month	Total Rebates Paid To Date
September	1	1	\$2,544.00	\$19,114.00
October	0	0	\$1,624.00	\$20,738.00

Conservation Update: The Simpson Door company has decided to do a lighting project as a custom project utilizing the \$30,000 offered to them.

BPA has approved the lighting calculator and Simpson Door has been given the go ahead to proceed with their lighting project through Bill Kostich who works for Energy Smart Industrial.

The Energy Smart Grocer program has yet to secure any projects.

Building Department Activity

ACTIVITY	MONTHLY TOTALS	YEAR TO DATE TOTALS	ACTIVITY EXPLANATION
Customer Service	48	458	Answer building department related questions in person or by phone, meeting with potential applicants.
Building Permits Issued	2	42	Remodels, new construction & additions, both residential and commercial.
Plan Reviews Performed	4	16	Reviewing plans for building code and municipal code compliance.
Inspections Performed	17	161	Field inspections, writing of corrections or approving work.
Finals or Certificates of Occupancies	1	11	Performing of the final inspection & issuing of certificate of occupancy allowing use of the structure.
Complaints Received	1	16	Investigate and address citizen or staff reported issues, obtain resolution or acceptable compromise.
Nuisance Letters Sent	4	52	Formal notice from the City informing citizens of violations and providing expectation of the City for compliance.
Lemay's Garbage Letters Sent	12	52	Formal notice from City after notification from Lemay that service has been stopped.
Building Department Revenue	\$734.85	\$14,311.73	Funds generated by the Building Department from permits, inspections, reviews etc.

Comments:

STAFF REPORT

To: Mayor Dent
From: Paul Nott, Light & Power
Date: November 5, 2014
Re: October Report



	Monthly Statistics;	YTD Totals;
New Services;	1	6
System Outages;	6	14
Pole Replacements;	0	22
Maintenance Work Orders;	6	42
Billable Work Orders;	1	6

The month of October consisted of one new service installation, six system outages (2 underground and 4 overhead), truck testing and maintenance and routine brushing and maintenance.

We had numerous outages this past month, two related to weather, three related to equipment failure and one the cause was unknown. Out of three that were equipment failure two of them were underground faults on old primary conductor that are increasingly breaking down. I will be providing an estimate to Todd for the replacement of the sections that are priority. Once again outage times were increased waiting for assistance from Mason 1 with their thumper.

We have been brushing in preparation for the winter weather ahead.

This is a good time to remind everyone that if they do experience a power outage to be sure and report it. Please don't assume that we know about it. There have been numerous occasions that only one customer may be out and we are not aware of it until they call. Also, always stay clear from down power lines, just because they might not be sparking does not mean that they aren't energized.

As always if you have any questions feel free to contact us...

In case of a power outage, please contact:

Light and Power Department 360-495-4533
City Hall 360-495-3667
Dispatch Non-Emergency 360-533-8765

Staff Report for McCleary Police Department

To: Mayor Dent
From: George M. Crumb, Chief of Police
Date: Friday, November 7, 2014
RE: For November 12, 2014 Council Meeting

SUMMARY OF POLICE INCIDENTS / ACTIVITIES:

The below listed information are calls or contacts received by McCleary Police Officers either generated by Grays Harbor County dispatch 911 service, citizen reports, call in reports, citizen contacts, US mail, or other officer generated incidents.

1699 Incident histories reported this year as of time of this report, 187 additional since last report.

- | | |
|--------------------------------------|---|
| 00-Assault(s) | 00-Noise Complaints |
| 00-Agency Assist(s) | 00-No Valid Operator's License (NVOL) |
| 00-Alcohol Offense | 00-Police Information-, Protection Order Scv- |
| 00-Audible Alarm | 00-Public Works Assist |
| 00-Abandon Vehicle | 00-Parking Complaint |
| 00-Animal Complaint | 00-Police Referral |
| 00-Burglary | 00-Speeding Stops |
| 00-Curfew Violation | 00-Speed in School Zone |
| 00-Citizen Dispute | 00-Suspicious Person-/Vehicle-/Circumst- |
| 00-Civil | 00-Subject Stop |
| 00-Court Order Violation | 00-Sex Offense-0/Sex Offen Add Confirmation- |
| 00-Citizen Assist | 00-Suicide-0/Suicide Attempt-0 |
| 00-DWLS | 00-Traffic Offense-/Reckless-0/Hazard- |
| 00-DUI | 00-Theft Reports/Vehicle-(Shop lifter-) |
| 00-Disorderly Conduct | 00-Traffic Accident |
| 00-Drug Incidents (VUCSA) | 00-Traffic Stop |
| 00-Death Report(s) | 00-Trespass |
| 00-Domestic Violence/Verbal/Mal Mis. | 00-Vehicle Prowl-0/Prowler-0 |
| 00-Extra Patrol Request | 00-Vehicle Lockout Assist-/Disabled- |
| 00-Fire Responses | 00-Warrant Confirmation |
| 00-Found/Lost Property Report(s) | 00-Warrant Search |
| 00-Fraud/Firearm Compl- | 00-Warrant Arrest |
| 00-Harassment- | 00-Welfare Check |
| 00-Insurance Violation(s) | 00-Weaponss Offense |
| 00-Juvenile Problem/Run-a-way | 00-911 Open Line or Hang Up |
| 00-Motorist Assist | 00-No classification-, or Unknown Problem- |
| 00-Malicious Mischief | 00-Threats by Phone- |
| 00-Missing Person | |

Discussion: Open:

Council Members Present: ALL.... Mr. Catterlin-Position 1, Mr. Reed-Position 2,
Mr. Peterson-Position 3, Mr. Schiller-Position 4,
Mr. Ator-Position 5.

Mayor Dent: Present / Not Present _____

Officer Reporting: Chief Crumb _____

STAFF REPORT

To: Mayor Dent
From: Kevin Trewhella, Water & Wastewater manager
Date: November, 6, 2014

Day to day operations, at both treatment plants, are very good. The mechanical seal went out on the #1 effluent pump and the bearings went out on the #2 effluent pump motor. Effluent pump #2 is back from service and Effluent pump #1 is coming back on the 18th of this month.

At the Waste Water Treatment Plant, we have upgraded the SCADA operating system. This Upgrade was approved in the 2014 budget. The cost for replacing the computer, upgrading the license and the cost for the engineer to do the programming changes were expected to be approximately \$15,000.00. I am working with the Engineer to control costs as much as possible. The Engineer has found many ways to save costs and I believe will be able to complete the SCADA upgrade for less than \$10,000.00.

STAFF REPORT

To: Mayor Dent
From: Colin Mercer Webmaster
Date: November 4, 2014
Re: October Website

Re-Occurring Website Activities

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

New Website Activity

- Update the Name logs for the Cemetery.
- Posted the 2014 Merchants Trick or Treat flyer.
- Posted notice of State Auditors Exit Conference.
- Fixed Lori Ann Hanson's email link.

Additional Tasks

Website Comments:

- None this month

Website Traffic October 1, 2014 through October 31, 2014 (Top visited pages shown only)

Section	Page Views	Percent of Total
Default Home Page	3113	29.34%
Events Calendar	449	4.23%
Agendas and Minutes	447	4.21%
City Jobs	399	3.76%
City Departments	349	3.29%
Utilities	269	2.54%
Conservation Program	259	2.44%
Staff Page	201	1.89%
Mayor and Council	198	1.87%
Police	192	1.81%
Municipal Code	152	1.43%
Name Log	152	1.43%
Public Facilities	136	1.28%
Cemetery	129	1.22%
Planning Department	125	1.18%
Search Results	124	1.17%

**HAROLD LEMAY ENTERPRISES, INC.**

4201 Olympic Hwy, Aberdeen, WA 98520

Phone 360-533-1251

October 17, 2014

Mayor and Council Members
City of McCleary
100 South 3rd Street
McCleary, WA 98557

Re: Contract for Garbage, Recyclables and Yard Waste Collection, Annual Increase

Dear Mayor Dent and Council Members,

The Company is requesting the garbage and recycling rates be increased effective January 1, 2015 pursuant to item 32 of the Garbage and Curbside Recycling Contract.

The Consumer Price Index for one year ending June 2014 has increased 1.8%. The contract allows 80% of the CPI for a 1.44% increase in the existing rates and the pass through of any disposal increase.

CPI adjustments for operations, transport, and disposal require the County to increase the disposal fee at the Central Transfer Station effective January 1, 2015. The disposal fee will increase by \$1.20 per ton. The current rate of \$94.00 per ton will change to \$95.20 per ton.

If you have any questions or would like to discuss the calculations, we would be happy to meet at your convenience. I can be reached at (360) 533-8294 or PaulDi@WasteConnections.com. It's always a pleasure working with you.

Your consideration is appreciated.

Sincerely,

Paul Dionne
Manager

Cc: Jeff Harwood, Brian Brookes, Tom Rupert
Wendy Collins, Clerk-Treasurer

EXHIBIT A

CITY OF McCLEARY

RATES EFFECTIVE 01/01/2015

RESOLUTION NO. _____

AS AMENDED _____

A RESOLUTION RELATING TO PUBLIC SERVICES; ESTABLISHING AND CONFIRMING FEES; AND PROVIDING FOR EFFECTIVE DATES.

RECITALS

1. Pursuant to Resolution _____, the Council and Mayor set forth fees to be charged for specified City provided services and provided for certain mechanisms in relation to the adjustment thereof. The fees were set after analysis by the Mayor and Council, after receiving the advice of LeMay, Inc., and City staff, as to the minimum levels necessary to adequately maintain and provide funding for the various services involved.

2. The necessity of the continued collection of the authorized levels of fees and the mechanisms for their adjustment has been confirmed by the Mayor and Council.

3. Pursuant to review of the provisions of

Resolution _____ carried out by Staff of the City and LeMay, modification in certain areas have been determined to be necessary to reflect a number of factors, including the decision of the City to cease the provision of billing services. Thus, it is found to be appropriate to incorporate those changes in this resolution.

4. It is the intention of the Mayor and Council, in the adoption of this resolution, to achieve the continuing goal of providing the citizens adequate service and protecting the health and safety of the Citizens through continuation of a program of mandatory solid waste disposal.

5. While only certain areas are changed, it is found be in the interest of operational efficiency and ease of reference to adopt the entirety of the schedule and repeal the existing resolution.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: Commencing upon the dates set forth in Section II and continuing thereafter until changed as provided therein, the provision of solid waste service within the

corporate limit shall be carried out pursuant to the terms, conditions, and rates set forth as follows:

<u>Item I.</u>	2014	2015
<u>Residential Service</u>	Rate	Rate
65/30 Gallon Monthly	\$ 10.99	\$ 11.16
65 Gallon Monthly	\$ 15.07	\$ 15.33
65 Gallon EOW	\$ 20.89	\$ 21.28
65 Gallon Weekly	\$ 32.21	\$ 32.84
Additional 65 Gallon (each)	\$ 9.65	\$ 9.83
90 Gallon Monthly	\$ 17.05	\$ 17.35
90 Gallon EOW	\$ 28.61	\$ 29.15
90 Gallon Weekly	\$ 41.33	\$ 42.18
Additional 95 Gallon (each)	\$ 13.74	\$ 14.00
Return Trip	\$ 13.91	\$ 14.11
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.47	\$ 4.55

<u>Item II.</u>		
<u>Commercial Cart Service</u>		
65 Gallon EOW	\$ 20.89	\$ 21.28
65 Gallon Weekly	\$ 32.21	\$ 32.84
90 Gallon EOW	\$ 28.61	\$ 29.15
90 Gallon Weekly	\$ 41.33	\$ 42.18
Return Trip	\$ 13.91	\$ 14.11
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.47	\$ 4.55
Cart roll out charge each 5 to 25 ft	\$ 2.56	\$ 2.60
For each added 25 ft	\$ 1.61	\$ 1.64

<u>Item III.</u>		
<u>Permanent Commercial Container Service</u>		
1 cubic yard box		
One pickup per week	\$ 93.06	\$ 94.87
Each additional dump per week	\$ 79.39	\$ 81.00
Special or Additional pickup each	\$ 29.88	\$ 30.42
1.5 cubic yard box		
One pickup per week	\$ 143.51	\$ 146.28
Each additional dump per week	\$ 126.19	\$ 128.71
Special or Additional pickup each	\$ 42.44	\$ 43.21
2 cubic yard box		
One pickup per week	\$ 183.94	\$ 187.52
Each additional dump per week	\$ 155.55	\$ 158.73
Special or Additional pickup each	\$ 54.66	\$ 55.66
3 cubic yard box		

One pickup per week	\$ 242.26	\$ 247.16
Each additional dump per week	\$ 212.01	\$ 216.47
Special or Additional pickup each	\$ 73.59	\$ 74.97
4 cubic yard box		
One pickup per week	\$ 324.39	\$ 330.93
Each additional dump per week	\$ 291.46	\$ 297.53
Special or Additional pickup each	\$ 97.03	\$ 98.86
6 cubic yard box		
One pickup per week	\$ 476.32	\$ 485.99
Each additional dump per week	\$ 431.46	\$ 440.48
Special or Additional pickup each	\$ 126.83	\$ 129.30
8 cubic yard box		
One pickup per week	\$ 629.21	\$ 642.01
Each additional dump per week	\$ 569.64	\$ 581.58
Special or Additional pickup each	\$ 167.65	\$ 170.93

Temporary Commercial Container Service

1 yard temporary service

Delivery	\$ 20.09	\$ 20.38
Rent per day	\$ 0.58	\$ 0.59
Each pickup	\$ 23.86	\$ 24.31

1.5 yard temporary service

Delivery	\$ 20.09	\$ 20.38
Rent	\$ 0.58	\$ 0.59
Each pickup	\$ 31.30	\$ 31.91

2 yard temporary service

Delivery	\$ 20.09	\$ 20.38
Rent	\$ 0.58	\$ 0.59
Each pickup	\$ 39.41	\$ 40.20

3 yard temporary service

Delivery	\$ 24.05	\$ 24.40
Rent	\$ 0.91	\$ 0.92
Each pickup	\$ 73.00	\$ 74.37

4 yard temporary service

Delivery	\$ 24.05	\$ 24.40
Rent	\$ 1.07	\$ 1.09
Each pickup	\$ 96.25	\$ 98.07

6 yard temporary service

Delivery	\$ 27.05	\$ 27.44
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Rent	\$ 1.63	\$ 1.65
Each pickup	\$ 125.74	\$ 128.20
8 yard temporary service		
Delivery	\$ 27.05	\$ 27.44
Rent	\$ 1.90	\$ 1.93
Each pickup	\$ 167.65	\$ 170.93
Access Fee Weekly (Monthly Charge)	\$ 8.66	\$ 8.78
Access Fee EOW (Monthly Charge)	\$ 4.33	\$ 4.39
Access Fee 2x Weekly (Monthly Charge)	\$ 17.32	\$ 17.57
Lock Fee (each)	\$ 5.00	\$ 5.07
Cable Fee (each)	\$ 10.00	\$ 10.14
Return Trips, Containers	\$ 27.30	\$ 27.69
Add'l Yard (1 to 4 cubic Yards)	\$ 23.76	\$ 24.21
Additional Yard > 4 Yards	\$ 17.08	\$ 17.43

Item IV.

Permanent Drop Box

10/20 cubic yard drop box		
First haul each month	\$ 229.50	\$ 232.80
Each additional haul	\$ 146.02	\$ 148.13
30 cubic yard drop box		
First haul each month	\$ 262.89	\$ 266.67
Each additional haul	\$ 162.72	\$ 165.06
40 cubic yard drop box		
First haul each month	\$ 285.15	\$ 289.25
Each additional haul	\$ 186.09	\$ 188.77

Temporary Drop Box

10/20 cubic yard drop box		
Delivery	\$ 144.91	\$ 147.00
Rent per day	\$ 5.29	\$ 5.36
Each pickup	\$ 149.36	\$ 151.51
30 cubic yard drop box		
Delivery	\$ 144.91	\$ 147.00
Rent per day	\$ 6.40	\$ 6.49
Each pickup	\$ 172.74	\$ 175.22
40 cubic yard drop box		
Delivery	\$ 144.91	\$ 147.00
Rent per day	\$ 7.23	\$ 7.34
Each pickup	\$ 205.01	\$ 207.96

Customer owned compactor

20 cubic yard compactor drop box		
Each scheduled pickup	\$ 212.80	\$ 215.87
30 cubic yard compactor drop box		
Each scheduled pickup	\$ 223.93	\$ 227.16
40 cubic yard compactor drop box		
Each scheduled pickup	\$ 251.76	\$ 255.38
Drop box lids per month	\$ 13.36	\$ 13.55
Disposal rate per ton	\$ 94.00	\$ 95.20

ITEM V.

Miscellaneous

Small Appliances, Furniture, etc	\$ 26.22	\$ 26.60
Large Appliances, Refrigerators, Freezers	\$ 60.94	\$ 60.96
Special haul rate packer-load & travel time	\$ 53.55	\$ 54.32

M. In addition to the sums stated by the prior paragraphs, there shall be an additional \$1.75 per customer per month added to the basic collection charge by and as costs of the City's billing and collection, including enforcement actions, to the extent and in the manner allowed by law, undertaken by the City to assure compliance with the mandatory solid waste disposal provisions of the City code. This charge shall be assessed as against each bill for service rendered. Additionally, state-imposed or city-imposed excise tax shall be added to the extent and in the manner provided by law.

SECTION II: INTERPRETATION

A. The rates established by Section I shall be effective as of the 1st day of January, 2015.

B. The annual adjustment provided for therein shall be implemented as provided. Rates set by the CITY OF McCLEARY/HAROLD LeMAY ENTERPRISES, INC. CONTRACT FOR GARBAGE, RECYCLABLES AND YARD WASTE COLLECTION; Section 32, Rates and Rate Adjustments Items A. and B.

C. As of the date of the adoption of this resolution, Resolution ____ shall be deemed repealed, superseded and of no further effect, but such repeal and supersession shall not effect the any obligation of a customer arising from services delivered under the provision of any prior resolution or enactment, including Resolution 614.

PASSED THIS _____ DAY OF _____, **2014**, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, **2014**.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

McCleary Rate Worksheet

Current Gate Rate \$ 94.00
 New Gate Rate \$ 95.20
 Gate Rate Increase \$ 1.20
 Per Pound Increase 0.0006

CPI 1.8%
 City % of CPI 80%
 Adjusted CPI 0.0144

Item I.	Adjustments				Proposed Rate	Summary	
	Current Rate	CPI	Disposal	Other Adj		Total Adj	Delta %
Residential Service							
65/30 Gallon Monthly	\$ 10.99	\$ 0.16	\$ 0.02		\$ 11.16	\$ 0.18	1.61%
65 Gallon Monthly	\$ 15.07	\$ 0.22	\$ 0.04		\$ 15.33	\$ 0.26	1.69%
65 Gallon EOW	\$ 20.89	\$ 0.30	\$ 0.08		\$ 21.28	\$ 0.38	1.84%
65 Gallon Weekly	\$ 32.21	\$ 0.46	\$ 0.17		\$ 32.84	\$ 0.63	1.96%
Additional 65 Gallon (each)	\$ 9.65	\$ 0.14	\$ 0.04		\$ 9.83	\$ 0.18	1.84%
90 Gallon Monthly	\$ 17.05	\$ 0.25	\$ 0.06		\$ 17.35	\$ 0.30	1.78%
90 Gallon EOW	\$ 28.61	\$ 0.41	\$ 0.12		\$ 29.15	\$ 0.54	1.88%
90 Gallon Weekly	\$ 41.33	\$ 0.60	\$ 0.25		\$ 42.18	\$ 0.84	2.04%
Additional 95 Gallon (each)	\$ 13.74	\$ 0.20	\$ 0.06		\$ 14.00	\$ 0.26	1.86%
Return Trip	\$ 13.91	\$ 0.20			\$ 14.11	\$ 0.20	1.44%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.47	\$ 0.06	\$ 0.02		\$ 4.55	\$ 0.08	1.87%
Item II.							
Commercial Cart Service							
65 Gallon EOW	\$ 20.89	\$ 0.30	\$ 0.08		\$ 21.28	\$ 0.38	1.84%
65 Gallon Weekly	\$ 32.21	\$ 0.46	\$ 0.17		\$ 32.84	\$ 0.63	1.96%
90 Gallon EOW	\$ 28.61	\$ 0.41	\$ 0.12		\$ 29.15	\$ 0.54	1.88%
90 Gallon Weekly	\$ 41.33	\$ 0.60	\$ 0.25		\$ 42.18	\$ 0.84	2.04%
Return Trip	\$ 13.91	\$ 0.20			\$ 14.11	\$ 0.20	1.44%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.47	\$ 0.06	\$ 0.02		\$ 4.55	\$ 0.08	1.87%
Cart roll out charge each 5 to 25 ft	\$ 2.56	\$ 0.04			\$ 2.60	\$ 0.04	1.44%
For each added 25 ft	\$ 1.61	\$ 0.02			\$ 1.64	\$ 0.02	1.44%
Item III.							
Permanent Commercial Container Service							
1 cubic yard box							
One pickup per week	\$ 93.06	\$ 1.34	\$ 0.47		\$ 94.87	\$ 1.81	1.94%
Each additional dump per week	\$ 79.39	\$ 1.14	\$ 0.47		\$ 81.00	\$ 1.61	2.03%
Special or Additional pickup each	\$ 29.88	\$ 0.43	\$ 0.11		\$ 30.42	\$ 0.54	1.80%
1.5 cubic yard box							
One pickup per week	\$ 143.51	\$ 2.07	\$ 0.70		\$ 146.28	\$ 2.77	1.93%
Each additional dump per week	\$ 126.19	\$ 1.82	\$ 0.70		\$ 128.71	\$ 2.52	2.00%
Special or Additional pickup each	\$ 42.44	\$ 0.61	\$ 0.16		\$ 43.21	\$ 0.77	1.82%
2 cubic yard box							
One pickup per week	\$ 183.94	\$ 2.65	\$ 0.94		\$ 187.52	\$ 3.58	1.95%
Each additional dump per week	\$ 155.55	\$ 2.24	\$ 0.94		\$ 158.73	\$ 3.18	2.04%
Special or Additional pickup each	\$ 54.66	\$ 0.79	\$ 0.22		\$ 55.66	\$ 1.00	1.84%
3 cubic yard box							
One pickup per week	\$ 242.26	\$ 3.49	\$ 1.40		\$ 247.16	\$ 4.89	2.02%

Each additional dump per week	\$ 212.01	\$ 3.05	\$ 1.40	\$ 216.47	\$ 4.46	2.10%
Special or Additional pickup each	\$ 73.59	\$ 1.06	\$ 0.32	\$ 74.97	\$ 1.38	1.88%
4 cubic yard box						
One pickup per week	\$ 324.39	\$ 4.67	\$ 1.87	\$ 330.93	\$ 6.54	2.02%
Each additional dump per week	\$ 291.46	\$ 4.20	\$ 1.87	\$ 297.53	\$ 6.07	2.08%
Special or Additional pickup each	\$ 97.03	\$ 1.40	\$ 0.43	\$ 98.86	\$ 1.83	1.89%
6 cubic yard box						
One pickup per week	\$ 476.32	\$ 6.86	\$ 2.81	\$ 485.99	\$ 9.67	2.03%
Each additional dump per week	\$ 431.46	\$ 6.21	\$ 2.81	\$ 440.48	\$ 9.02	2.09%
Special or Additional pickup each	\$ 126.83	\$ 1.83	\$ 0.65	\$ 129.30	\$ 2.47	1.95%
8 cubic yard box						
One pickup per week	\$ 629.21	\$ 9.06	\$ 3.74	\$ 642.01	\$ 12.80	2.04%
Each additional dump per week	\$ 569.64	\$ 8.20	\$ 3.74	\$ 581.58	\$ 11.95	2.10%
Special or Additional pickup each	\$ 167.65	\$ 2.41	\$ 0.86	\$ 170.93	\$ 3.28	1.96%

Temporary Commercial Container Service

1 yard temporary service						
Delivery	\$ 20.09	\$ 0.29		\$ 20.38	\$ 0.29	1.44%
Rent per day	\$ 0.58	\$ 0.01		\$ 0.59	\$ 0.01	1.44%
Each pickup	\$ 23.86	\$ 0.34	\$ 0.11	\$ 24.31	\$ 0.45	1.89%
1.5 yard temporary service						
Delivery	\$ 20.09	\$ 0.29		\$ 20.38	\$ 0.29	1.44%
Rent	\$ 0.58	\$ 0.01		\$ 0.59	\$ 0.01	1.44%
Each pickup	\$ 31.30	\$ 0.45	\$ 0.16	\$ 31.91	\$ 0.61	1.96%
2 yard temporary service						
Delivery	\$ 20.09	\$ 0.29		\$ 20.38	\$ 0.29	1.44%
Rent	\$ 0.58	\$ 0.01		\$ 0.59	\$ 0.01	1.44%
Each pickup	\$ 39.41	\$ 0.57	\$ 0.22	\$ 40.20	\$ 0.78	1.99%
3 yard temporary service						
Delivery	\$ 24.05	\$ 0.35		\$ 24.40	\$ 0.35	1.44%
Rent	\$ 0.91	\$ 0.01		\$ 0.92	\$ 0.01	1.44%
Each pickup	\$ 73.00	\$ 1.05	\$ 0.32	\$ 74.37	\$ 1.38	1.88%
4 yard temporary service						
Delivery	\$ 24.05	\$ 0.35		\$ 24.40	\$ 0.35	1.44%
Rent	\$ 1.07	\$ 0.02		\$ 1.09	\$ 0.02	1.44%
Each pickup	\$ 96.25	\$ 1.39	\$ 0.43	\$ 98.07	\$ 1.82	1.89%
6 yard temporary service						
Delivery	\$ 27.05	\$ 0.39		\$ 27.44	\$ 0.39	1.44%
Rent	\$ 1.63	\$ 0.02		\$ 1.65	\$ 0.02	1.44%
Each pickup	\$ 125.74	\$ 1.81	\$ 0.65	\$ 128.20	\$ 2.46	1.96%
8 yard temporary service						
Delivery	\$ 27.05	\$ 0.39		\$ 27.44	\$ 0.39	1.44%
Rent	\$ 1.90	\$ 0.03		\$ 1.93	\$ 0.03	1.44%
Each pickup	\$ 167.65	\$ 2.41	\$ 0.86	\$ 170.93	\$ 3.28	1.96%
Access Fee Weekly (Monthly Charge)	\$ 8.66	\$ 0.12		\$ 8.78	\$ 0.12	1.44%
Access Fee EOW (Monthly Charge)	\$ 4.33	\$ 0.06		\$ 4.39	\$ 0.06	1.44%

Access Fee 2x Weekly (Monthly Charge)	\$ 17.32	\$ 0.25		\$ 17.57	\$ 0.25	1.44%
Lock Fee (each)	\$ 5.00	\$ 0.07		\$ 5.07	\$ 0.07	1.44%
Cable Fee (each)	\$ 10.00	\$ 0.14		\$ 10.14	\$ 0.14	1.44%
Return Trips, Containers	\$ 27.30	\$ 0.39		\$ 27.69	\$ 0.39	1.44%
Addtl Yard (1 to 4 cubic Yards)	\$ 23.76	\$ 0.34	\$ 0.11	\$ 24.21	\$ 0.45	1.89%
Additional Yard > 4 Yards	\$ 17.08	\$ 0.25	\$ 0.11	\$ 17.43	\$ 0.35	2.07%

Item IV.

Permanent Drop Box

10/20 cubic yard drop box						
First haul each month	\$ 229.50	\$ 3.30		\$ 232.80	\$ 3.30	1.44%
Each additional haul	\$ 146.02	\$ 2.10		\$ 148.13	\$ 2.10	1.44%
30 cubic yard drop box						
First haul each month	\$ 262.89	\$ 3.79		\$ 266.67	\$ 3.79	1.44%
Each additional haul	\$ 162.72	\$ 2.34		\$ 165.06	\$ 2.34	1.44%
40 cubic yard drop box						
First haul each month	\$ 285.15	\$ 4.11		\$ 289.25	\$ 4.11	1.44%
Each additional haul	\$ 186.09	\$ 2.68		\$ 188.77	\$ 2.68	1.44%

Temporary Drop Box

10/20 cubic yard drop box						
Delivery	\$ 144.91	\$ 2.09		\$ 147.00	\$ 2.09	1.44%
Rent per day	\$ 5.29	\$ 0.08		\$ 5.36	\$ 0.08	1.44%
Each pickup	\$ 149.36	\$ 2.15		\$ 151.51	\$ 2.15	1.44%
30 cubic yard drop box						
Delivery	\$ 144.91	\$ 2.09		\$ 147.00	\$ 2.09	1.44%
Rent per day	\$ 6.40	\$ 0.09		\$ 6.49	\$ 0.09	1.44%
Each pickup	\$ 172.74	\$ 2.49		\$ 175.22	\$ 2.49	1.44%
40 cubic yard drop box						
Delivery	\$ 144.91	\$ 2.09		\$ 147.00	\$ 2.09	1.44%
Rent per day	\$ 7.23	\$ 0.10		\$ 7.34	\$ 0.10	1.44%
Each pickup	\$ 205.01	\$ 2.95		\$ 207.96	\$ 2.95	1.44%

Customer owned compactor

20 cubic yard compactor drop box						
Each scheduled pickup	\$ 212.80	\$ 3.06		\$ 215.87	\$ 3.06	1.44%
30 cubic yard compactor drop box						
Each scheduled pickup	\$ 223.93	\$ 3.22		\$ 227.16	\$ 3.22	1.44%
40 cubic yard compactor drop box						
Each scheduled pickup	\$ 251.76	\$ 3.63		\$ 255.38	\$ 3.63	1.44%
Drop box lids per month	\$ 13.36	\$ 0.19		\$ 13.55	\$ 0.19	1.44%
Disposal rate per ton	\$ 94.00	\$ 1.20		\$ 95.20	\$ 1.20	1.27%

ITEM V.

Miscellaneous

Small Appliances, Furniture, etc	\$ 26.22	\$ 0.38		\$ 26.60	\$ 0.38	1.44%
Large Appliances, Refrigerators, Freezers	\$ 60.94	\$ 0.01		\$ 60.96	\$ 0.01	0.02%
Special haul rate packer-load & travel time	\$ 53.55	\$ 0.77		\$ 54.32	\$ 0.77	1.44%

MEMORANDUM

DATE: October 31, 2014

TO: McCleary City Council
Mayor Gary Dent
City of McCleary

FROM: S. Scott Snyder, Labor Counsel

RE: Teamsters Contract

The contract presented to the Council for ratification has a three year term. It contains the following changes to the Collective Bargaining Agreement:

Article VIII, Section 8.10

The weekend pay premium of \$200 has been increased to \$225. This is the amount the City pays its employees to be on call. This payment has been in place for two contract cycles (at least six years) and the amount of the increase is less than inflation over the period.

Article XIX, Section 19.1

The clothing allowance is increased from \$300 to \$350 per year. This amount covers the employees' boots and raingear and appears justified by the cost of the replacement.

APPENDIX A - Wage Scale

The wage scale has been adjusted to reflect a two point two five (2.25) percent wage increase for 2014 and two percent increase for 2015 and 2016. The Seattle/Tacoma/Bremerton CPI-U for the June to June period for 2014 was two percent.

CONCLUSION

The contract presented to you presents no significant language changes and makes corrections to weekend pay, clothing allowance and wages consistent with changes in labor agreements in Grays Harbor County as well as the Consumer Price Index. If it is in line with the City's budgetary needs, it is recommended to you for approval.

WSS/gjz

{WSS1253009.DOCX;1/13079.130002/ }

ARTICLE 1	INTRODUCTION/RECOGNITION.....	1
ARTICLE 2	UNION SECURITY	1
ARTICLE 3	MANAGEMENT RIGHTS	2
ARTICLE 4	UNION RIGHTS	2
ARTICLE 5	EMPLOYEES DEFINED.....	2
ARTICLE 6	EMPLOYEE RIGHTS.....	3
ARTICLE 7	EMPLOYEE RESPONSIBILITIES	4
ARTICLE 8	EMPLOYEE COMPENSATION.....	4
ARTICLE 9	HEALTH AND WELFARE.....	6
ARTICLE 10	SICK LEAVE	6
ARTICLE 11	EMPLOYEE VACATIONS AND HOLIDAYS	7
ARTICLE 12	EMPLOYEE DISCIPLINE	9
ARTICLE 13	PROMOTIONS, LAYOFFS, AND SENIORITY	9
ARTICLE 14	GRIEVANCE PROCEDURES	9
ARTICLE 15	PERSONNEL FILES.....	10
ARTICLE 16	SCOPE AND FINALITY OF AGREEMENT	11
ARTICLE 17	LABOR MANAGEMENT COMMITTEE	11
ARTICLE 18	COMPENSATION FOR VOLUNTEER SERVICES	11
ARTICLE 19	CLOTHING ALLOWANCE.....	12
ARTICLE 20	DURATION OF AGREEMENT	12
ARTICLE 21	RATIFICATION	12
APPENDIX A	SALARY SCHEDULE.....	13

ARTICLE 1 INTRODUCTION/RECOGNITION

1.1 This Agreement is entered into by and between the City of McCleary, acting through its Mayor, or designee hereinafter referred to as the "Employer," and the International Brotherhood of Teamsters Local 252, hereinafter referred to as the "Union", representing the non-exempt, full-time and regular part-time classifications as set forth in the wage Appendix excluding casual employees.

1.2 The purpose of this Agreement is to establish a procedure for the resolution of differences and to establish salaries, wages, and terms and conditions of employment.

1.3 The Employer recognizes Teamsters Local 252 as the exclusive bargaining agent for all regular, non-exempt, full-time and regular part-time classifications as set forth in the wage Appendix.

ARTICLE 2 UNION SECURITY

2.1 The Employer and the Union agree, as a condition of employment, that all present members of the Union shall remain members in good standing while holding positions included in the bargaining unit. All future employees holding positions in the bargaining unit shall become and remain members in good standing after completing thirty (30) calendar days of employment.

2.2 The Employer and the Union agree that each must safeguard the right of non-association of employees covered by this Agreement if an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In these cases, the employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union.

2.3 **DUES AND INITIATION CHECK OFF** - Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month.

2.4 The Union shall indemnify the Employer and any department of the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Employer or any department of the Employer, for the purpose of complying with provisions of this Article. The Union shall provide the Employer with thirty (30) calendar days advance notice of any changes in Union deductible dues/fees

ARTICLE 3 MANAGEMENT RIGHTS

3.1 CUSTOMARY FUNCTIONS -Except as expressly limited by the other articles of this Agreement, the Employer shall have the exclusive right to manage the functions of all City operations/facilities and direct the bargaining unit employees covered by this Agreement. These rights include, but are not limited to, the right to plan, direct and control operations; to determine the services to be performed by the bargaining unit employees; to establish and maintain productivity and quality standards; to schedule the working hours; to hire, promote, and transfer; to suspend, discipline or discharge. The Employer shall also have the exclusive right to relieve employees because of lack of work or for other legitimate reasons; to introduce new and improved work methods, materials or facilities; or to change existing work methods, material or facilities.

ARTICLE 4 UNION RIGHTS

4.1 The Employer recognizes the rights of the Union as the exclusive representative of the Employer's non-exempt, full-time and regular part-time classifications as set forth in the wage Appendix to engage in collective bargaining with the Employer pursuant to the provisions of RCW Chapter 41.56.100, as currently written or hereafter amended. The Employer further recognizes any rights that are given to the Union within this Agreement as a result of the collective bargaining process provided for in RCW Chapter 41.56.100, as currently written or hereafter amended.

4.2 One employee from the bargaining unit may attend negotiations on duty.

ARTICLE 5 EMPLOYEES DEFINED

5.1 A full-time regular employee shall be a person regularly scheduled to work forty (40) hours per week, inclusive of paid leaves, and who has successfully completed his or her probationary period.

5.2 A part-time regular employee shall be a person regularly scheduled to work less than forty (40) hours per week hours, inclusive of paid leaves, and who has successfully completed his or her probationary period.

5.3 A casual employee shall be an employee not allowed to work more than seven hundred (700) hours per calendar year and shall be excluded from the bargaining unit.

5.4 Prior to becoming a full-time or part-time regular employee under the terms and conditions of this Agreement, the employee must successfully complete an uninterrupted, continuous six (6) month probationary period. Any probationary employee may be disciplined or terminated without recourse during his or her probationary period. The employer may extend the probation period up to (90) ninety calendar days

5.5 A full-time regular employee assigned to a different job classification within the Bargaining Unit which entails a higher salary classification range must successfully complete a six (6) month probationary period. During that six-month probationary period, any probationary employee shall be restored to the position from which they were promoted if, in the Employer's

opinion, the employee has not demonstrated suitable aptitude for the position. The Employer's decision shall not be subject to the grievance procedure. Should the employee be disciplined or discharged, exclusive of a return to the former position, said employee shall have the right to appeal said discipline or discharge through the grievance procedure.

5.6 Should the employee desire to return to the position from which he/she was promoted, he/she shall be allowed to move back to the original position at any time during the probation period.

5.7 The employer reserves the right to establish part time positions. Part time positions working an average of 20 hours, but not less than 39 hours per week shall receive the following benefits:

Vacation - 4 hours per month
Sick Leave - 4 hours per month

ARTICLE 6 EMPLOYEE RIGHTS

6.1 **LEGAL PROTECTION** - The Employer agrees to hold an employee harmless and defend said employee from any financial loss for actions arising out of any claim, demand, civil suit, or judgment by reason of any act or failure to act by such employee during his or her work hours; provided such employee, at the time of the act or omission complained of, was acting within the scope of his or her employment and under the direction of the Employer; provided, however, that such responsibility shall not extend to exemplary (punitive) damages assessed against an employee by a court of competent jurisdiction.

6.2 **LUNCH BREAK** - Each employee shall be entitled to a one-half (1/2) hour lunch break, provided the total number of hours in the standard work day totals eight-and-one-half (8 1/2) hours, comprised of eight (8) hours of work and one-half (1/2) hour for lunch; provided, however, the Employer reserves the right to change the lunch period to a one (1) hour lunch break, provided the total number of hours in the standard work day totals nine (9) hours, comprised of eight (8) hours of work and one (1) hour for lunch. Lunch breaks will generally occur at the midpoint of the employee's work day, provided that the time of the lunch break may be modified as necessary by the Employer or Employer's representative to:

- a) meet staffing needs in terms of keeping City offices open during the normal work week, as established by the Mayor,
- b) ensure efficient and timely completion of work projects, and/or
- c) handle emergencies that may arise during the course of conducting the Employer's business.

6.3 **REST PERIODS** - Employees shall be entitled to two (2) rest periods each work day. The rest periods shall last no longer than fifteen (15) minutes each. One shall be taken no less than two (2) hours after beginning work and the second no less than two (2) hours after returning from the lunch break. When necessary because of unusual circumstances, the scheduling of an employee's rest period may be modified by the employee's supervisor or designee.

ARTICLE 7 EMPLOYEE RESPONSIBILITIES

7.1 Each employee, regular or probationary, shall be familiar with and adhere to the policies and procedures the Employer may from time to time unilaterally adopt, amend, and revise for the governance and operation of its agency. The Employer shall maintain current copies of policy and procedure manuals in the Employer's supervisory offices for employee use, and the Employer will keep said copies updated as changes and revisions are made by the Employer. In addition, a copy shall be provided to Teamsters Local #252.

7.2 The Employer shall not unilaterally adopt, amend or revise policies which are mandatory subjects of bargaining, except as provided in RCW 41.56.

7.3 All employees, regular or probationary, shall adhere to directions and instructions given to them by the Employer or Employer's representatives in the course of performing work duties.

7.4 Each employee shall be responsible for having and maintaining any certificate, license, or other legal document necessary for the proper fulfillment of his or her particular job responsibilities as outlined in his or her job description. Failure to maintain said requirements will result in immediate layoff until such requirements are satisfied; provided, should the employee's training have been canceled by the Employer, said employee will not be laid off.

7.5 The Employer shall pay the tuition cost and hours actually spent in training for all hours necessary to comply with said certification. The Employer may rearrange the employee's work week so as to avoid overtime compensation. All time spent traveling to a local training site shall be compensated except for the first twenty-five (25) miles. All travel time from the local training site shall be compensated except for the first twenty-five (25) miles.

7.6 Nothing contained in this Agreement shall permit or be construed to grant any employee or group of employees the right to strike or refuse to perform his/her prescribed duties.

ARTICLE 8 EMPLOYEE COMPENSATION

8.1 **WAGES** - The salaries for all classifications of employees covered by this Agreement shall be as set forth in Appendix A of this Agreement.

8.2 **HOURS OF WORK** - The regular work schedule shall be five (5) consecutive eight (8) hour work days (Monday through Friday), followed by two (2) consecutive days off. The Employer may establish a work week of five (5) consecutive days other than Monday through Friday, provided the employee is given ten (10) calendar days' notice of such change. In the event of an emergency, the ten (10) day notice shall not be required.

8.3 **WORK HOURS, EXCEPTIONS** - Short term changes (for an established period of time) from normal work hours may be approved by the Mayor for special considerations. Employee requests for temporary work hour modifications shall be in writing, submitted not less than ten (10) calendar days in advance of the change, (unless an emergency) stating the reason for the request and the specific length of the term.

8.4 An employee's regular hourly rate of pay shall be computed by multiplying the monthly salary, including longevity, by twelve (12) and dividing the product by two thousand eighty (2080) hours.

8.5 OVERTIME - When an employee is required by the Employer to work in excess of the established work week, the Employer shall authorize compensatory time accrual. Compensatory time shall be accrued at the rate of one and one half (1.5) hours for each hour worked in excess of the standard forty (40) hours per week. Any overtime work performed as part of a disaster declaration event shall be accrued at two (2) times the employee's base rate of pay Use of compensatory time off shall be subject to the approval of the Employer, and may only be used in increments of no less than one (1) hour at a time.

8.6 COMPENSATORY TIME ACCRUAL - Accrued compensatory time shall be used as soon as possible after accrual. The Employer, with due regard for the needs of the employee, shall approve written compensatory time off requests based on the needs of the Employer. Any compensatory time accrued in excess of forty (40) hours must be used by the employee within thirty (30) days of accrual unless waived by the Employer. Should the Employer refuse to grant a request for compensatory time off, and if the employee requests payment, said compensatory time shall be paid on the next pay period.

8.7 Compensatory time in excess of forty (40) hours must be used by the employee prior to the use of accrued vacation leave.

8.8 The Employer reserves the right to opt to pay an employee for accrued compensatory time in lieu of time off at the employee's regular straight time hourly rate of pay.

8.9 An employee may request on a monthly basis, subject to the approval of the employer, to be cashed out for all or part of their accrued compensatory time provided that such request is submitted to the employer prior to the monthly payroll cut off period.

8.10 Employees who are assigned weekend duty shall receive, in addition to their regular base rate of pay, Two hundred fifty dollars (\$250.00) for each weekend worked, Weekend work shall be defined as duties assigned by the Employer from 4:00 p.m. Friday through 7:30 a.m. Monday. An employee shall be permitted to trade and or forfeit their weekend work assignment subject to the approval of the employer

8.11 SALARY AND WAGE PAYMENTS - Salary and wage payments shall be made upon the last workday of each month; PROVIDED, each full time employee may receive, on the 15th day of each month, a partial payment of accrued salary or wages, in the amount as from time to time may be established by action of the Mayor and City Council. If, for any reason (i.e., equipment malfunction, change in state, or federal reporting laws etc.) ,the employer determines it necessary to change the pay date or draw date it is understood said change shall remain in full force and effect until such change has been modified through collective bargaining.

8.12 CALLBACK - Employees who are called back to work shall receive not less than two (2) hours compensatory time off. Callback shall not apply when the additional work is an extension of the work shift or when the callback is occasioned by an act of employee negligence.

8.13 Longevity - Longevity compensation shall be paid each month to eligible employees. Calculations shall be based upon a percentage of the employee's monthly base rate of pay as set forth herein

Upon completion of 5 years' service	1% of base monthly rate of pay
Upon completion of 10 years' service	2% of base monthly rate of pay
Upon completion of 15 years' service	3% of base monthly rate of pay
Upon completion of 20 years' service	4% of base monthly rate of pay
Upon completion of 25 years' service	5% of base monthly rate of pay
Upon completion of 30 years' service	6% of base monthly rate of pay

ARTICLE 9 HEALTH AND WELFARE

9.1 Medical –Effective January 1, 2015 through December 31 2017 unless prohibited by state or federal law, the Employer shall pay one hundred (100%) percent of the employee medical premium and eighty five (85%) percent of the spouse and dependent medical premium. The employee shall pay the remaining fifteen (15%) percent of the spouse and dependent medical premiums.

9.2 Dental and Vision – effective January 1, 2015 and through December 31, 2017, the Employer shall pay one hundred (100%) of the family premium

9.3 The Medical, Dental, Vision and Life Insurance shall be:

Medical - AWC Washington Physicians Plan B, Group #0018L
Dental - AWC Washington Dental Service Plan A, Group #0018L
Life - AWC States West Life, Group #05455
Teamsters Vision Plan

9.4 The Employer shall continue to participate in the above plans, provided, however, the medical, dental, vision and life insurance program meets the requirement of 100% participation by the employees and dependents.

9.5 Washington Teamster Vision trust coverage shall be available for each eligible employee based upon (80) eighty compensable hours earned in the previous month. Employer shall make the full monthly premium contributions on Employee and dependent Dental and Vision coverage for the life of this Agreement.

ARTICLE 10 SICK LEAVE

10.1 SICK LEAVE - An employee shall be entitled to accrue sick leave at the rate of eight (8) hours per month to a maximum of 720 hours sick leave shall be utilized according to the terms and conditions listed below:

10.2 Sick leave may be utilized for the personal illness or injury, disability, or medical/dental appointments of the employee.

10.3 Employees may use sick leave to care for the illness of family members described in section 10.7

10.4 The Employer reserves the right to require an employee to submit a doctor's slip explaining

the necessity of the absence. Abuse of sick leave shall be considered a basis for disciplinary action up to and including termination.

10.5 Sick Leave Cash out - An employee who retires from the City of McCleary in compliance with the rules of the PERS retirement system may cash out one third (1/3) of up to four hundred eighty (480) hours of accrued sick leave. All employees Hired after January 1, 2015 may cash out one quarter (1/4) of up to four hundred eighty hours of accrued sick leave.

10.6 BEREAVEMENT LEAVE - After successful completion of his or her probationary period, an employee shall be eligible for bereavement leave up to twenty-four (24) hours a year with pay for a death in the family. Should an employee require in excess of twenty-four (24) hours' leave, such excess, subject to the approval of the Employer, shall be drawn from sick leave, vacation leave, or compensatory time.

10.7 Family, for the purposes of this section, shall be defined as a parent, brother, sister, spouse, son, daughter, or grandparent, or other relative approved by the Employer.

10.8 USE OF LEAVE - The use of any type of employee leave, including sick leave, vacation, compensatory time and bereavement leave, shall be in increments of no less than one half (1/2) hour at a time.

ARTICLE 11 EMPLOYEE VACATIONS AND HOLIDAYS

11.1 Each full-time employee shall be entitled to vacation credit for each year of service credited on a monthly basis, and be entitled to vacations in accordance with the following schedule:

1 through 5 year	96 hours
6 through 10 years	120 hours
11 through 15 years	144 hours
16 + years of service	168 hours

11.2 Vacation leave for probationary employees shall also accrue on a monthly basis, but may not be taken by the probationary employee prior to end of the probationary period.

11.3 VACATION USE - Vacation leave shall be requested in written form by the employee to the Employer prior to the dates being requested. Vacation leave requests must be approved by the Employer, and the Employer reserves the right to schedule any employee's vacation leave to fit the needs of the City's operations. The Employer reserves the right to reschedule an approved vacation as necessary to respond to an emergency situation. Employees shall bid on vacation not later than February 1 of each contract year. Bidding shall be based on seniority with the Employer and the first bid shall not exceed 10 working days.

11.4 Employees may not accrue more than three hundred twenty (320) hours, unless said accrual is not the fault of the employee.

11.5 An employee who is required, at the direction of the Employer, to postpone a previously approved vacation shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided, however, such excess

shall be used, upon penalty of forfeiture, within sixty (60) calendar days.

11.6 Vacation/Separation Pay - Upon separation from employment with the City, accrued vacation hours shall be paid at the employee's current straight hourly rate of pay; provided the employee provides the Employer with two (2) weeks' notice and has returned all items issued which are the property of the Employer.

11.7 HOLIDAYS - The Employer recognizes eleven (11) paid holidays per year as set forth below.

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
One (1) floating holiday	

11.8 Each full-time employee of the Employer may select the one (1) floating holiday per calendar year provided that:

11.9 The employee has been or is scheduled to be continuously employed by the City for more than four (4) months; and

11.10 The number of employees selecting a particular day off does not prevent the City from providing continuing public service or the Employer has agreed to allow all employees to take it on a particular day.

11.12 The floating holiday must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday and the request has been denied. If such floating holiday is carried over, it shall be taken no later than January of the following year.

11.13 Upon recommendation of the supervisor, the Employer will determine which of the requests for a particular day will or will not be granted when the number of requests for a floating holiday would impair the City's ability to provide necessary services.

11.14 Any hours worked on any of the above statutory holidays shall be paid in compensatory time at two (2) times the employee's straight time rate of pay in addition to the holiday time off.

11.15 As a condition to receiving holiday pay for the above mentioned holidays, an employee must work the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless on excused absence by the Employer.

11.16 When one of the above holidays falls on Saturday the preceding Friday shall be observed as the holiday. When one of the above holidays falls on Sunday, the following Monday shall be observed as the holiday, for those employees who work Monday through Friday. For those employees who work shift work, the traditional holiday shall be observed.

11.17 Should an employee's accrued holiday time, vacation leave, and compensatory time or leave other than sick leave create a retirement liability to the Employer, said employee shall

reduce said leave time to less than two hundred forty (240) hours prior to retirement.

ARTICLE 12 EMPLOYEE DISCIPLINE

12.1 Nothing contained in this Agreement shall be interpreted to restrict the Employer's rights relating to the disciplining of employees as provided under the Revised Code of Washington, Title 35.A (the Optional Municipal Code). Ref: Employer disciplinary action policy. Discipline may only be imposed for just cause

ARTICLE 13 PROMOTIONS, LAYOFFS, AND SENIORITY

13.1 PROMOTION - Notice of any job openings within the City shall be posted within seven (7) calendar days prior to a hiring decision, in the administrative office and the public works shop. Current employees are encouraged to seek opportunities for advancement or promotion. Current employees may apply for any job openings, if they meet the minimum requirements established by the Mayor; and will be given hiring preference over other applicants only if their qualifications, as determined by the Mayor, are equal to or greater than those of other applicants.

13.2 LAYOFFS - The Employer retains the right to reduce the work force, provided not less than thirty (30) calendar days' notice shall be provided to the affected full time employees

13.3 Employees laid off by the Employer shall be returned to work in reverse order of their layoff for up to eighteen (18) months from the date of layoff. It shall be the responsibility of the employee to provide the Employer with a current address and telephone number.

13.4 Layoff within classification shall be by seniority. A laid off employee may bump into a lower classification (1) which he has formerly held or (2) for which he is qualified and possesses all required certifications.

ARTICLE 14 GRIEVANCE PROCEDURES

14.1 A grievance shall be defined as an alleged violation of a specific term of this agreement

14.2 INFORMAL STEP - Within ten (10) working days of an alleged violation of the terms and provisions of this Agreement, but in no event more than ninety (90) calendar days, the grievant shall meet with the Employer's designee department supervisor to discuss the grievance. Every effort will be made to resolve the grievance at the time of said meeting.

14.3 WRITTEN GRIEVANCE- If the grievant is not satisfied as a result of the meeting provided for under Section 14.2, the grievant shall reduce the grievance to writing. The written grievance shall include the factual basis of the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy sought. Said written grievance must be filed by the grievant with the City Administrator within ten (10) working days of the meeting provided for in Section 14.2, and must be signed and dated by the grievant and the Union's grievance representative.

14.4 The City Administrator shall answer a written grievance in writing within ten (10) working

days following the day the grievance was received. The City Administrator's response shall include the reasons for his or her decision and any supportive evidence that may be applicable.

14.5 Arbitration - The Union may appeal an adverse decision to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the decision. The Union shall, within ten (10) calendar days of the Unions request to arbitrate request a Public Employment Relations Commission staff arbitrator.

14.6 The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employee(s) involved.

14.7 The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

14.8 Costs - Any costs resulting from the processing of an employee grievance shall be borne by the party incurring the cost.

ARTICLE 15 PERSONNEL FILES

15.1 PERSONNEL FILES - A current personnel file shall be maintained at all times within the files of the Office of the Clerk-Treasurer. It shall be the responsibility of all department directors to ensure that original copies of all relevant materials be provided to the Clerk-Treasurer for inclusion in the personnel files.

15.2 Any employee of the City shall have the right, during normal business hours of the Clerk Treasurer, to review the contents of their personnel file. Access to an individual's file shall be obtained as follows:

15.3 A request to set a time and date convenient to the City to review the file shall be directed to the Clerk-Treasurer or designee.

15.4 The Clerk-Treasurer or designee shall obtain the file from its place of storage and provide it to the employee for review.

15.5 The employee shall not remove any item from the file, nor shall the employee remove the file from the Office of the Clerk-Treasurer.

15.6 In the event that the employee desires copies of any item within the file, the copy shall be provided at a cost of \$0.15 per copy.

15.7 Upon completion of review the file shall be returned to the Clerk-Treasurer or designee for return to storage place.

15.8 Any employee who fails to comply with the provisions of this Section in obtaining access to and reviewing his or her personnel file shall be subject to disciplinary action of a nature and type determined appropriate by the Mayor. Any employee of the City who obtains access to a personnel file of another employee of the City, whether present or former, when not legally

entitled to do so, shall also be subject to disciplinary action.

15.9 Access to personnel files shall be available only in the manner allowed by law and only under procedures established to ensure the maximum amount of file integrity, that is, making certain that its contents are only known to those who are entitled to know and the contents are only such items as are placed in the file by the City as the employer or by the employee in response to the employer.

ARTICLE 16 SCOPE AND FINALITY OF AGREEMENT

16.1 If any provision or application of this Agreement is held to be contrary to law, such provision or application shall become inoperative, but the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

16.2 The Employer or his representative(s) and the Union's representative(s) shall meet at mutually agreeable times during the term of this Agreement to review the administration of the same.

16.3 It is agreed between the Employer and the Union that this Agreement constitutes the entire agreement between the parties hereto, and no statement, promise, past practice(s), or inducement which is not contained herein shall be binding or acknowledged. It is further agreed that this Agreement may not be enlarged, modified, or altered except by and with the written consent of both parties.

ARTICLE 17 LABOR MANAGEMENT COMMITTEE

17.1 LABOR MANAGEMENT - The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than two (2) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than two (2) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

17.2 Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in an Appendix to the agreement

ARTICLE 18 COMPENSATION FOR VOLUNTEER SERVICES

18.1 An employee who is an active volunteer with the McCleary fire department, ambulance/aid crew, and/or Grays Harbor County search and rescue organization may, subject to the approval of the Employer, be released from work, without loss of pay or debit from accrued leaves, by the Employer when called to service; provided, that such release does not jeopardize the health and safety of the citizens of McCleary. If an employee is called from work during work hours the employee shall be provided paid leave until the end of the shift, no more than five (5) occurrences per year. Any additional time away from work is subject to the approval of the Employer and

either debited from accrued leaves or taken as leave without pay.

ARTICLE 19 CLOTHING ALLOWANCE

19.1 The Employer shall reimburse each full time employee who has completed their first year of service for clothing or equipment authorized by the Employer in the amount of three hundred and fifty dollars (\$350.00) per calendar year.

ARTICLE 20 DURATION OF AGREEMENT

20.1 This Agreement shall become effective January 1, 2015 and remain in effect through December 31, 2017. Negotiations for a successor Agreement shall begin at least one hundred and twenty (120) calendar days prior to December 31, 2017.

ARTICLE 21 RATIFICATION

21.1 Approved and ratified by the Mayor and City Council of Mc Cleary as recorded in the minutes of the City Council's meeting date of _____.

Dated this _____ day of _____, 2014

FOR THE CITY OF McCLEARY

IBT LOCAL 252

D.Gary Dent Mayor

Darren O'Neil, Secretary Treasurer

Mike Werner, Business Agent

**APPENDIX A
BY AND BETWEEN
CITY OF WASHINGTON
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 252**

THIS APPENDIX is supplemental to the Agreement by and between the City of McCleary hereinafter referred to as the "Employer" and the employees of the City, hereinafter referred to as the "Employees"

2015 wage scale

The following wage scale represents a 2.25% wage increase over the 2014 wage scale:

	0 12 mo.	13-24 mo.	25 36 mo.	37 48 mo.	49 mo.
Public Facilities Manager	\$4117.19	\$4374.52	\$4631.84	\$4889.17	\$5146.49
Water/ Wastewater Manager	\$4117.19	\$4374.52	\$4631.84	\$4889.17	\$5146.49
Public Works Crew Field Foreman	\$3578.70	\$3802.37	\$4026.04	\$4249.71	\$4473.38
Waste Water Treatment Plant Operator	\$3578.70	\$3802.37	\$4026.04	\$4249.71	\$4473.38
I Utility Maintenance II	\$3227.47	\$3429.19	\$3630.90	\$3862.32	\$4034.34
Utility Maintenance	\$2860.72	\$3039.52	\$3218.31	\$3397.10	\$3575.90
Ground Maintenance	\$2860.72	\$3039.52	\$3218.31	\$3397.10	\$3575.90

2016 wage scale

The following wage scale represents a 2.0% wage increase over the 2015 wage scale:

	0 12 mo.	13-24 mo.	25 36 mo.	37 48 mo.	49 mo.
Public Facilities Manager	\$4,199.53	\$4,462.01	\$4,724.48	\$4,986.95	\$5,249.42
Water/ Wastewater Manager	\$4,199.53	\$4,462.01	\$4,724.48	\$4,986.95	\$5,249.42
Public Works Crew Field Foreman	\$3,650.27	\$3,878.42	\$4,106.56	\$4,334.70	\$4,562.85
Waste Water Treatment Plant Operator	\$3,650.27	\$3,878.42	\$4,106.56	\$4,334.70	\$4,562.85
I Utility Maintenance II	\$3,292.02	\$3,497.77	\$3,703.52	\$3,939.57	\$4,115.03
Utility Maintenance	\$2,917.93	\$3,100.31	\$3,282.68	\$3,465.04	\$3,647.42
Ground Maintenance	\$2,917.93	\$3,100.31	\$3,282.68	\$3,465.04	\$3,647.42

2017 wage scale

The following wage scale represents a 2.0% wage increase over the 2016 wage scale:

	0 12 mo.	13-24 mo.	25 36 mo.	37 48 mo.	49 mo.
Public Facilities Manager	\$4,283.52	\$4,551.25	\$4,818.97	\$5,086.69	\$5,354.41
Water/ Wastewater Manager	\$4,283.52	\$4,551.25	\$4,818.97	\$5,086.69	\$5,354.41
Public Works Crew Field Foreman	\$3,723.28	\$3,955.99	\$4,188.69	\$4,421.40	\$4,654.10
Waste Water Treatment Plant Operator	\$3,723.28	\$3,955.99	\$4,188.69	\$4,421.40	\$4,654.10
I Utility Maintenance II	\$3,357.86	\$3,567.73	\$3,777.59	\$4,018.36	\$4,197.33
Utility Maintenance	\$2,976.29	\$3,162.32	\$3,348.33	\$3,534.34	\$3,720.37
Ground Maintenance	\$2,976.29	\$3,162.32	\$3,348.33	\$3,534.34	\$3,720.37

STAFF REPORT

To: Mayor Dent and Councilmember's
From: Wendy Collins, Clerk-Treasurer
Date: November 12, 2014
Re: Tax Levy Refund

In 2013, the legislature changed the law affecting taxes that are either refunded and/or cancelled after the original levy was set. This new law allows districts to levy a refund levy to recover taxes that were refunded and/or cancelled during the last twelve months. The net refunds/cancellations for the year from October 1, 2013 through September 30, 2014 that can be recovered through a refund levy in 2015 for the "District Levy" for McCleary is in the amount of \$1,771.93. Last year, Council chose to certify a basic refund levy collectable in 2015 to recover net refunds and/or cancellations.

Action Requested:

Staff recommends Council to authorize the City of McCleary to certify a/an Basic refund levy collectable in 2015 in the amount of \$1,771.93 to recover net refunds/cancellations.



GRAYS HARBOR COUNTY

STATE OF WASHINGTON

Ronald A. Strabbing, County Treasurer
Post Office Box 831
Montesano, Washington 98563
Phone (360) 249-3731 Fax (360) 249-3705

October 24, 2014

City of McCleary
Wendy Collins
~~PO Box 380~~ 100 S. 3rd
McCleary, WA 98557

Dear Wendy Collins,

Each year adjustments are made to the tax rolls AFTER the taxes have been calculated and billed. These changes both increase and decrease the amount of tax your district can collect. When the sum of these changes results in a net decrease to the amount of tax you can collect, the law allows you to impose a refund levy to recover those lost tax dollars.

RCW 84.69.180 authorizes taxing districts to levy a refund levy to recover taxes that were refunded and/or cancelled during the last twelve months. The net refunds/cancellations for the year Oct. 1, 2013 thru Sept. 30, 2014 that can be recovered through a refund levy in 2015 for the City of McCleary General Fund is shown in option (a) below.

Your legislative body is responsible for determining if they wish to levy all, part or none of these lost tax revenues.

Please select from one of the following options to (a) re-levy **ALL** of your net lost revenue, (b) re-levy **PART** of your net lost revenue or (c) re-levy **NONE** of your net lost revenue.

- (a) City of McCleary hereby certifies a refund levy in its General Fund for collection in 2015 in the amount of \$1,771.93 to recover net refunds/cancellations.
- (b) City of McCleary hereby certifies a refund levy in its General Fund for collection in 2015 in the amount of \$ _____ to recover a portion of the net refunds/cancellations reflected in (a) above.
- (c) City of McCleary does NOT WISH TO RE-LEVY ANY of its General Fund net refunds/cancellations during the 2015 tax year.

District Representative Signature

Date

District Representative Name & Title (Please Print)

Sincerely,
R. Strabbing

R. Strabbing
Grays Harbor County Treasurer

Please choose (a); (b), including amount; or (c) – sign, date, and return on or before November 30, 2014 to:

Grays Harbor County Assessor
100 W. Broadway, Suite 21
Montesano, WA 98563

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE ESTABLISHMENT OF THE REGULAR TAX LEVY FOR THE YEAR 2014 FOR COLLECTION IN THE YEAR 2015; MAKING FINDINGS; AND RESERVING RIGHTS.

R E C I T A L S:

1. The City Council of the City of McCleary has met and is considering its budget for the calendar year 2015.

2. At a public hearing the City Council provided the opportunity to receive comment from the Citizens of the City on the elements of revenue projections and the ad valorem tax levy. Following that hearing, the Mayor and Council are going forward with the consideration of the City's budget.

3. Based upon the information provided by the Office of the County Assessor, the City's actual annual ad valorem levy amount for 2014 was \$250,771.00. Further, that a 1% increase would equal \$2,508.00.

4. As to new construction valuation, the information from the Office of the County Assessor has not been provided. No property was shown as annexed during the period.

5. The City has a population of less than 10,000 citizens.

ORDINANCE -A- 1
11/07/2013
DG/1a

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

6. The City Council of the City of McCleary, following the required public hearing and after duly considering all relevant evidence and testimony presented, has determined the City of McCleary will exercise its authority to increase the regular tax levy by the authorized one percent.

7. The action carried forth by the Ordinance is based upon a Council finding there is a significant necessity for the property tax revenue to be increased in the next calendar year in order to meet the expenses and obligations of the City.

8. In adopting this ordinance, the City is relying upon the accuracy and completeness of the information provided to it by the Office of the County Assessor.

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

SECTION I: The Council, as the governing body of the City of McCleary, does hereby authorize and direct an increase of one percent (1%) in the regular property tax levy to be imposed in 2014 for collection in the year 2015. The dollar amount of the increase directed by this section over the actual levy amount from the previous year is estimated to be \$2,508.00, for an estimated levy in the amount of \$252,779.00, representing the percentage increase of one percent (1%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the

ORDINANCE -A- 2
11/07/2013
DG/le

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

value of state assessed property, any annexations which have occurred, or any refunds made.

SECTION II: This ordinance is based upon the information from the appropriate County officials as to amounts and calculations, as well as advice from County officials that this ordinance can be amended to modify the tax rate established herein by adoption of an appropriate amendatory ordinance. The City specifically reserves the right to take such amendatory action up to and including the last day allowed.

SECTION III: Upon execution by the Mayor, a certified copy of this Ordinance shall be provided to the appropriate officials of the County so as to provide for appropriate assessment.

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

ORDINANCE -A- 3
11/07/2013
DG/le

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

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

PASSED THIS _____ DAY OF NOVEMBER, 2014, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of November, 2014.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

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

WENDY COLLINS

ORDINANCE -A- 4
11/07/2013
DG/1e

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

SIGNED AND SWORN to before me this _____ day of
November, 2014, by WENDY COLLINS.

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

ORDINANCE -A- 5
11/07/2013
DG/le

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