



McCleary City Council

PROPOSED AGENDA

October 26, 2011

**6:30 PM Public Hearing – Revenues and Property Tax
7:00 Council Meeting**

Flag Salute

Roll Call

Minutes (Tab A)

Public Comment: Guest Speaker – Leroy Tipton (GHEDC/Chamber)

Mayor's Report/Comments: 2012 Preliminary Budget and Comments

Staff Reports: Dan Glenn, City Attorney (Tab B)
Nick Bird, Director of Public Works (Tab C)
Staff Reports (Tab D)

Old Business: Service Requests / Placement Permits (Tab E)
Budget Pay (Tab F)
IT Service Contract (Tab G)
Janitorial Contract (Tab H)

New Business: Truck Route / Parking (Tab I)
Stormwater Comprehensive Plan (Tab J)
L & P Material Purchase (Tab K)
2012 Preliminary Budget (Tab L)

Ordinances: Property Tax (Tab M)

Resolutions: Stormwater Comprehensive Plan
Garbage Rates (Tab N)

Vouchers

Mayor/Council Comments

Public Comment

Executive Session: Synder (Labor Relations)

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
Wednesday, September 28, 2011

FLAG SALUTE Mayor Dent Called the meeting to order at 7:00 PM with the Flag Salute.

ROLL CALL Councilmember's Boling, Lant, Ator, Geer, and Schiller.

ABSENT None.

STAFF PRESENT Present at the meeting were Chris Coker, Wendy Collins, Nick Bird, George Crumb, and Jennie Reed.

MINUTES APPROVED **It was moved by Councilmember Ator, seconded by Councilmember Schiller to approve the minutes as received. Motion Carried.**

PUBLIC COMMENT Jeff Foster addressed the Council asking if they were going to discuss the issue of carports during the meeting. The Mayor stated there would not be any action taken on the subject during the meeting, only discussion.

MAYOR'S REPORT Mayor Dent and staff have been working on a preliminary budget, which they were hoping to provide to the Council but were not able to prepare it enough to distribute, so it will be delivered to the Council when it is available. The Mayor noted the revenues are dropping, which is effected by the lack of home sells and very little new construction. Salary figures for City employees will not be changed due to union negotiations. They will be updated as soon as the new contracts are ratified.

There has been no word from Fire District 5 since the last meeting. The Mayor is hoping to hear something from them before the next meeting.

The fraud investigation is still ongoing and we anticipate it coming to an end soon. Comments will be included in the fraud audit that should assist the City on gaining back some of the potential loss.

A community member reported to the City that the caregivers for the LEOFF1 retiree are not actually servicing him as claimed. The LEOFF1 Board responded they could not investigate and suggested the City refer it to the City of McCleary Police Department. Mayor Dent has asked Chief Crumb to refer it to the Grays Harbor County Sheriff's office as an outside, non-partial agency.

PUBLIC WORKS DIRECTOR Nick Bird confirmed the Public Hearing on Preliminary Budget will be on October 26, 2011. He provided a budget calendar for the Council to refer to as we move forward with the budget process.

The Beerbower Park Path is almost complete. Mayor Dent added he thinks the crew did a very good job.

SERVICE REQUESTS Customers frequently request to have their power disconnected when not in use. Periodically, they will later request it to be connected for short periods of time so the property can be shown or to cleaned, or for other reasons. This eventually causes wear and tear on the meter, along with staff time. Staff is requesting Council to consider imposing a \$20 disconnect/reconnect fee each time a customer makes this request. This is the same fee we charge when a customer is shut-off for non-payment.

PLACEMENT PERMITS The fee for Placement Permits was never established by the City Council when the Ordinance was adopted in 2004. In addition, a building permit is not required for structures under a certain size, in accordance with the exemptions defined in the IBC and IRC. Staff believes it would also be appropriate to have a Placement Permit defined for accessory structures exempted from building permits to ensure setbacks are being maintained. Staff is requesting Council to consider authorizing the City Attorney to prepare the appropriate documentation to address these issues.

LIGHT & POWER CAPITAL
IMPROVEMENT PLAN

Elcon Associates, Inc. completed the Capital Improvement Plan Report (CIP). The CIP only evaluates and recommends improvements to our electrical system. **It was moved by Councilmember Lant, seconded by Councilmember Geer to adopt the Capital Improvement Plan Report provided by Elcon Associates, Inc., dated August 2011. Motion Carried.**

JANITORIAL CONTRACT

The City received three proposals for cleaning services, which were scored by cost, presentation of material, references provided, insurance/bond information, and overall presentation. SNAP Janitorial ranked the highest after considering all criteria. **It was moved by Councilmember Boling, seconded by Councilmember Ator to authorize the Mayor to initiate a cleaning services contract to SNAP Janitorial, after background checks are passed. Motion Carried.**

OPEN ACCESS TECHNOLOGY
INTERNATIONAL (OATI)

In February, Council authorized the Mayor to execute the NT Contract renewal with BPA for transmission services. In moving toward completing the process, the last step is to register with the OATI, who provides a web portal service to submit transmission service requests. **It was moved by Councilmember Schiller, seconded by Councilmember Boling to authorize the Mayor to execute the OATI webCARES Customer Agreement. Motion Carried.**

RESOLUTION NO. 633
LIGHT & POWER CIP

It was moved by Councilmember Lant, seconded by Councilmember Boling to adopt Resolution No. 633, which was approved at the last Council meeting, and is a Resolution adopting an amendment to the Capital Improvement Plan for the electrical system of the City. Roll call taken in the affirmative. Motion Carried.

EXECUTIVE SESSION

None.

APPROVAL OF VOUCHERS

None.

ADJOURNMENT

It was moved by Councilmember Boling, seconded by Councilmember Lant to adjourn the meeting at 7:17 PM. The next meeting will be held on October 12, 2011 at 7:00 PM. Motion Carried.

Mayor Gary Dent:

Clerk-Treasurer Wendy Collins:

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary
FROM: DANIEL O. GLENN, City Attorney
DATE: October 20, 2011
RE: LEGAL ACTIVITIES as of OCTOBER 26, 2011

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. **EMS SERVICE NEGOTIATIONS:** As of the time of the preparation of this Report, no response has been received to the request for information directed to the District Administration a while back. Apparently, Mr. Prater was out of the office for a period of time. However, Elma's Fire Chief mentioned to me on October 11 that Chief Prater was now back in office. Thus, I directed him an email inquiring as to when we could anticipate receiving a response to our request. He has not responded to that inquiry by either providing a time line or the information requested.

I will keep you informed as information is received.

2. **ELECTRIC BUDGET PAYMENT PROGRAM:** Apparently, the City has had an informal program allowing an annualized budget payment process to be utilized by customers desiring to have a "standardized" periodic payment. Unfortunately, Ms. Collins has been unable to find the written protocols under which the system is to work.

If I understand correctly, the program has been beneficial for the customers utilizing it. Ms. Mercer has confirmed the PUD has a similar program. As can be expected, there have been problems which have arisen. They range from the annualized payment being not high enough to pay the total annual bill to the customer not keeping up with the payment schedule.

At this stage, we would appreciate formal direction as to whether or not you wish Staff to develop a written program/resolution under which the guidelines for the program would be established. Also, whether it should include only residential customers, which is the current scope. If so directed, we would also develop a written agreement which the customer would be required to sign.

3. **ADNETTS' SERVICE CONTRACT**: On the 17th Mr. Bird provided me a copy of the draft contract submitted by the Company. It is intended to cover the services to be provided in relation to the maintenance of the City's computer network. I have had the opportunity to review the draft and provided a responsive memo to Ms. Collins and Mr. Bird. I assume they will discuss the issues raised with the Company's manager. Hopefully, responses which will be acceptable to the Mayor and Council will be received. However, I would not be surprised if the contract were to be set over to the next Council meeting so you may review the contract and, if you so desire, my memorandum and the Company's response to that memorandum.

4. **BUDGETING PROCESS**: As noted on the agenda, it is that time of year to begin working through the budget consideration and adoption for 2012. To the extent any of you desire to have the details on the process, MRSC has available on its website under the publications item a writing setting forth the when, why, and how of the process. When you boil it all down, the preliminary budget is to be provided by November 1, various notices as to availability and setting of hearing/s are to be given, at least one formal public hearing with published notice is to be held, and it is to be in place prior to the end of the year. (The first of those hearings is occurring this evening.)

Of course, there will also be the necessity of reviewing the tax assessment information as to changes in value of the real property within the City and its utilization in adoption of the "ad valorem" real property tax ordinance. One of the difficulties in this area is the Assessor's Office has informed us they will be later than normal in providing the information tied to the changes in assessed valuation of the real property within the corporate limits last year and the theoretical limits of tax amounts which may be imposed. Given that, I would not be surprised if Ms. Collins requested an increased budget arising from the necessity of acquiring greater supplies of aspirin than normal.

5. **REQUEST TO VACATE ALLEY**: I have been told that a request to vacate an alley which separates two parcels owned by one owner has been submitted. From the beginning, the Council

has total discretion in the matter. The first total discretion is as to whether or not to formally consider the matter. If you choose to do so, a public hearing would need to be set. Prior to that hearing, Mr. Bird would need to comply with the information gathering provisions of RCW 35.79.035. After the public hearing, the discretion is again totally in the hands of the Council as to whether or not to grant the vacation and, if so, upon what terms. (In situations such as this, it is my advice that the vacated area be subject to a utility easement retained by the City and that restrictions be placed upon what type of improvements may be placed upon the vacated property, such as fences and other structures, as well as vegetation. The rationale is, if later you need to put in a sewer or water line, to have permanent improvements installed makes it far more difficult for all.)

6. **SOLID WASTE DISPOSAL RATE MODIFICATION:** As you are aware, the contract the City has with LeMay provides for rate modifications within certain limits. Ms. Collins and I have received information from Mr. Cox setting forth the proposed rate modification for 2012. The modifications within the rates appear to be within the constraints set out by the contract. One constraint is the CPI limit, as set out in Section 32.A of the contract. The other is the modification resulting from the increase on the disposal charges imposed by the County, through action of the Commissioners, which is included in Section 32.B.

As an additional element in the schedule, Mr. Cox has included certain new rates which relate to services which were not included in the original chart and which currently are seldom, if ever, used by customers within the City. However, their inclusion at this stage will insure both clarity as to charges if they are used and consistency with charges for the service in areas outside the City.

It is my understanding Mr. Cox will be here this evening to respond to any questions you might have.

It should be noted that, under the applicable provisions of law, the City is to give notice at least 45 days in advance of the implementation of the new rates. Thus, if the rates are to go into effect January 1, the draft resolution provided to you would need to be adopted no later than the first meeting in November. (I would note I have requested that Mr. Cox check with his client to determine if it will pay the cost of publication.)

7. **CONTRACT FOR JANITORIAL SERVICES:** If all goes well, I will have provided the written contract which would implement the agreement arising from the award of the contract to the successful bidder.

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: Nick Bird, Director of Public Works
Date: October 20, 2011
Re: Current Non-Agenda Activity

Energy Conservation Program

BPA's fiscal year began October 1. Conservation money throughout the region has been dramatically slashed due to BPA not maintain their budget during the 2011 FY. With that said, we have been allocated approximately \$41,000. In an effort to continue pushing residential conservation, and the associated benefits, 75% of our allotment has been earmarked for residential customers, while the remaining 25% of the budget is reserved for commercial customers. In either case, we would suggest that if you are considering conducting conservation related activities, the longer you wait, the probability of your project not receiving funding increases.

PWTF Update / Well 2 & 3

The contact is fully executed and design is well underway. Many steps must be taken before we advertise for construction, but we are moving forward at a rapid pace.

Beerbower Park

The walkthrough with RCO was very positive. They were amazed at the product our crew was able to provide in house. The final payment request will be processed and the project will be closed out.

During our walk through, RCO identified additional funding opportunities for upgrading the playground equipment. We anticipate looking into this deeper as the application date draws nearer.

Funding Opportunities

We have taken some time recently to do an exhaustive search for the infamous "free" dollar. As these program application dates near, and if there are projects consistent with our needs, please be aware that we will likely be requesting concurrence for completing funding applications.

Float Shed

We are approximately 20% complete with bid documents as requested. We anticipate that once the budget season is over, we will be able to focus more energy into this project. Our goal is to have the bid package ready for distribution during the early bidding window next construction season.

STAFF REPORT

To: Mayor Dent
From: Todd Baun, Public Facilities Manager
Date: October 20th, 2011
Re: September Report

The following items are the highlights of what I have been working on during the past month.

- I still have received no contact from Mr. and Mrs. Gravatt on the storm water issue affecting their property located at 311 W. Simpson Ave. We are in a holding pattern until we receive the legal documents that have been given to them by the city.
- Our mowing season has almost come to an end. Weather permitting; we should have 1 more mowing of our usual areas. Our usual areas include Beerbower Park, Community Center, Cemetery, Eddie Biers Park, Simpson Ave. Strips, and the Park and Ride.
- The crew has repaired several more leaks on water service lines. Again, each leak is on an old $\frac{3}{4}$ inch galvanized pipe. This old pipe does not hold up well in our soils and fails. We remove the old lines and replace with new polyethylene pipe.
- The park trail has been finished. We have spread out new topsoil and planted grass. The grass has come in very well and will be ready to mow in the spring.
- We are still in the design phase of the storm drainage issue for the area of 6th and Hemlock.
- The crew is still filling in many potholes throughout the City. We are trying to keep up on the potholes, but it seems that they multiply faster than we can fill them.
- The crew has completed the fix for the drainage problem that was in the alley between Main and S. 4th Streets. We installed a new catch basin and gravel to catch the water that was causing the issues.
- I have been working on the Storm Water Plan with Gray and Osborne. The final plan should be coming soon.
- The flower baskets have been taken down. Tami and the crew did an excellent job this summer keeping the flowers looking good.
- WSDOT used their striping crew to stripe several streets in the city.
- If weather allows, the city crew will be patching several small areas with asphalt.
- And as always, we are trying to keep up on all our routine and daily maintenance of the parks, cemetery, streets, water, sewer, storm and buildings.

If you have any questions, don't be afraid to ask. If you see something that needs attention or have any ideas that you would like me to pursue, my door is always open, so please come and talk to me.

STAFF REPORT

To: Mayor Dent
From: Colin Mercer Webmaster
Date: October 3, 2011
Re: September Website & Help Desk

Re-Occurring Website Activities

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

New Website Activity

- Posted CFL giveaway on the Main Page and the calendar as well as the Conservation page.
- Post City Wide Garage Sale notification on Main page and calendar.
- Post Janitorial RFP notice on the Main page and Administration page.
- Post lost dog on Police page and Main Page.
- Post Burn Ban lifted notice.
- Post Hydrant flushing schedule for October.

Additional Tasks

- Updating and confirming parcel owners and current residents of utility customers in BIAS.
- CFL giveaway on Saturday 9-10-11.
- Conservation program close out for 2011 Fiscal Year.

Help Desk Activity

Month	Number of Incidents Reported	Staff Reported / Closed / Open	Citizen Reported / Closed / Open
June	18	5 / 4 / 3	13 / 15 / 9
July	6	0 / 0 / 3	6 / 8 / 7
August	18	7 / 7 / 3	11 / 8 / 10
September	13	6 / 5 / 4	7 / 10 / 7

Conservation Program

Month	Applications Received	Conservation Permits Issued	Rebates Paid This Month	Total Rebates Paid To Date
June	6	5	\$517.00	\$657.00
July	3	2	\$225.00	\$882.00
August	6	8	\$926.08	\$1808.08
September	1	1	\$5105.00	\$6913.08

The conservation program issued reimbursements in the amount of \$13,181.08. The city gave away 1484 compact fluorescent light bulbs to its residential customers.

Website Comments:

First Name: Mike

Last Name: Rand

Address: 322 S Birch Street

Comments: Thank you so much for cutting the bushes along the road on the hill by the hospital. You folks are awesome

Website Traffic September 1, 2011 through September 30, 2011

Section	Page Views	Percent of Total
Default Home Page	2009	37.67%
Events Calendar	592	11.1%
City Departments	208	3.9%
Agendas and Minutes	206	3.86%
City Jobs	191	3.58%
Conservation Program	185	3.47%
Police	166	3.11%
Code, Ordinances & Standards	134	2.51%
Utilities	130	2.44%
Fire	107	2.01%
Chamber of Commerce	104	1.95%
Administration	101	1.89%
Mayor and Council	100	1.88%
Bear Festival	85	1.59%
FAQ's Page	85	1.59%
City Photos	85	1.59%
Light & Power	82	1.54%
Helpful Links	77	1.44%
Search Results	74	1.39%
Public Facilities	74	1.39%
Water / Wastewater	50	0.94%
Municipal Court	48	0.9%
Planning Department	43	0.81%
Development Services / Building	37	0.69%
Flood Photos 2009	36	0.68%
Tell Us What You Think!	35	0.66%
Bear Festival Photos	32	0.6%
Interlocal Agreements	32	0.6%
2008-11 Budget	29	0.54%
City Staff	27	0.51%
65th Anniversary Photos	26	0.49%
Previous Years Council Minutes	25	0.47%
Park Project Photos	25	0.47%
Christmas Photos 2007	24	0.45%
Previous Years Council Agendas	22	0.41%
Home Page	20	0.38%
Community Center	15	0.28%
Surveys & Questionnaires	6	0.11%
Conservation Data Page	4	0.08%
Stormwater Plan Questionnaire	1	0.02%

STAFF REPORT

To: Mayor Gary Dent
 From: Mick Schlenker Building Official
 Date: Oct 5, 2011
 Ref: Sep Bldg Report

Building Permit Activity

	Current	Fees	Total 2011		Project Valuation
			YTD	Fees	
Customer Service	81	\$3,156.10	717	\$9,402.73	\$184,928.45
Building Permits Issued	5				
Nuisance Letters	0				
Inspections Performed	22				
Plan Reviews	2				
Stop Work Issued	3				
City Projects	1				
Complaints	7				
Demo Permits	0				
Court Issues	0				
Fire Projects	0				
Cars	0				
Abatements	0				
Elma Inspections	1				
Montesano					
Total	122	\$3,156.10	1,422.00	\$9,402.73	\$406,165.57

Evergreen Heights

Lot #11 New SFR

Summit II

No new activity

McCleary School

Re Roof and Bus office finial

Cedar Heights

Conservation Program

Float Shed

Office Projects

Filing	9 hrs	Public Relations	12 hrs	Lots of Email correspondence
Archives	3hrs	Meetings	15 hrs	

STAFF REPORT

To: Mayor Dent
From: Paul Nott, Light & Power
Date: October 5, 2011
Re: September Report



	Monthly Statistics;	YTD Totals;
New Services;	1	1
System Outages;	0	13
Pole Replacements;	0	6
Maintenance Work Orders;	0	26
Billable Work Orders;	1	5

The month of September consisted mainly of working on the park sidewalk project. We worked with the Public Works crew to complete the concrete portion of the project by Sept. 20th which was accomplished.

Fortunately, we only had one new service installation and the primary line extension to complete during this time. Both of those projects were completed as well.

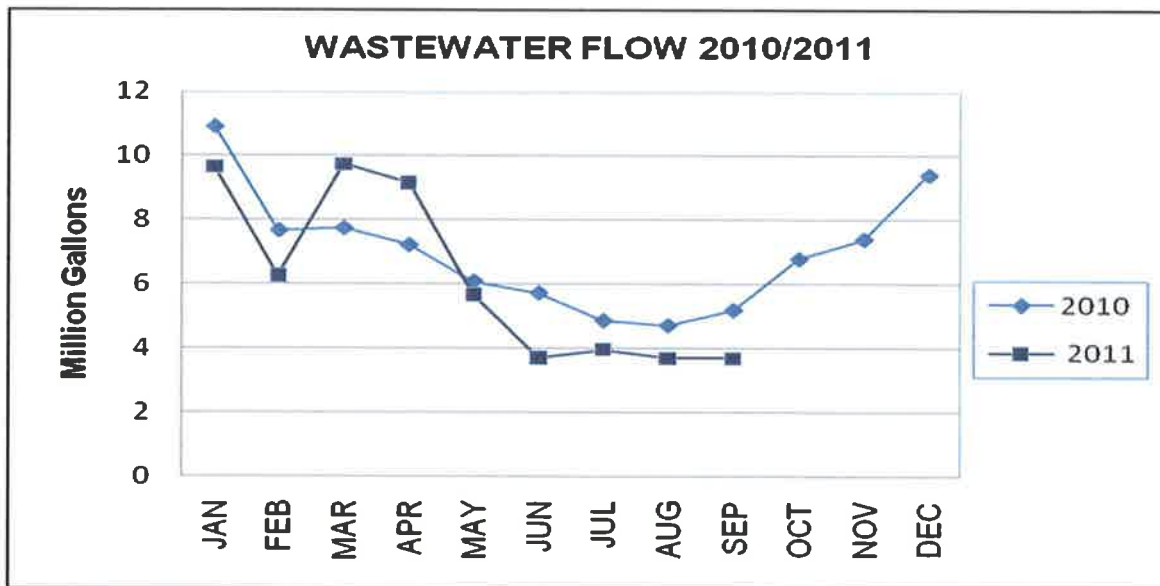
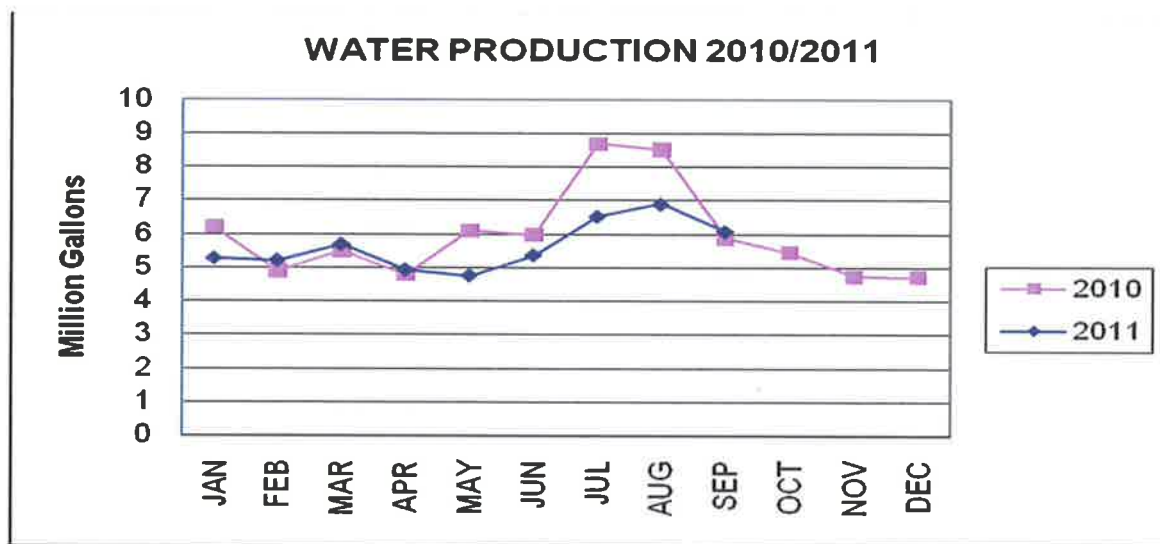
This last week has consisted of “re-grouping” and some general housekeeping of our material and shop in preparation for winter. We have also been able to squeeze in some brush cutting as well. This last week we have changed out approximately 24 meters to the new AMR meters and we anticipate getting a big chunk completed in the weeks to come. We have also serviced the vehicles in our fleet that were due for service.

We are anticipating at least two new service installations in the not too distant future, and will be back to general maintenance work on our distribution lines.

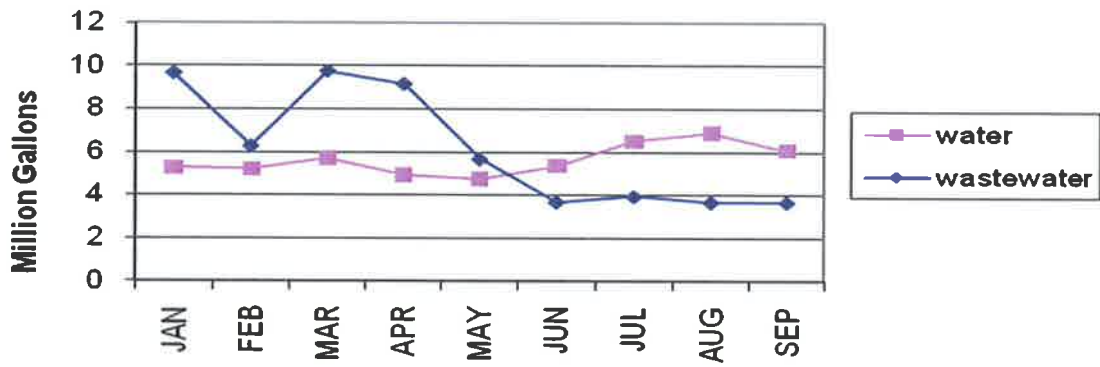
As always, if you have any questions or concerns feel free to contact us...

To: Mayor Dent
From: Vern Merryman, Water/Wastewater
Date: October 2011
Re: Monthly Report

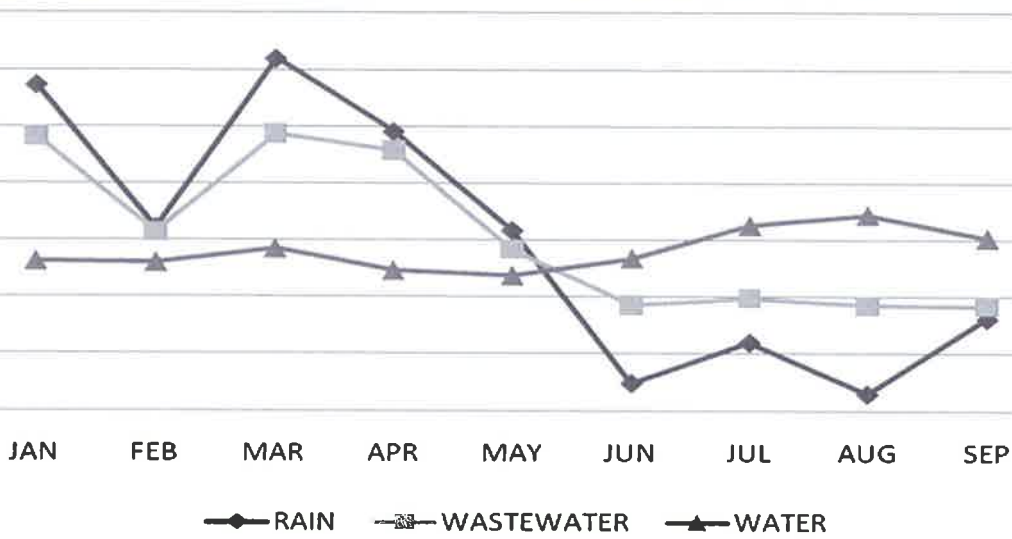
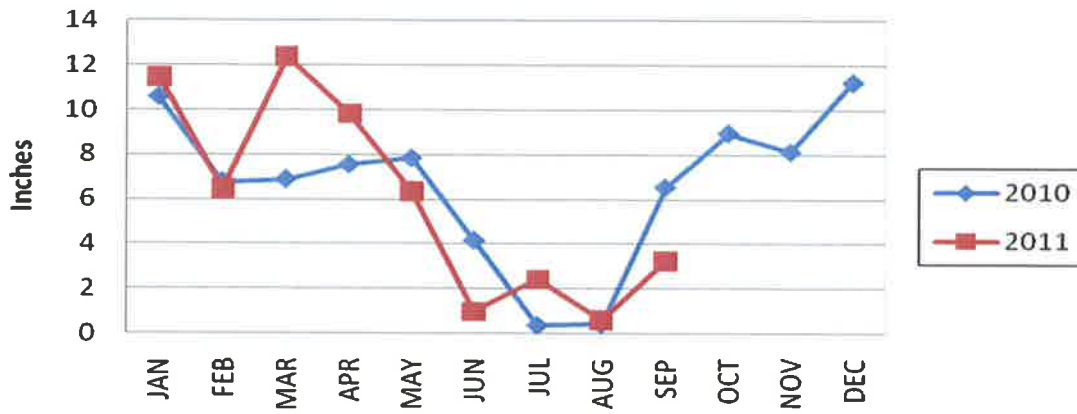
September totals: Water, 6.1 million gallons.
Wastewater, 3.69 million gallons.
Precipitation, 3.25 inches.
Biosolids, 66,000 liquid gallons or 1.4 dry tons.



WATER / WASTEWATER 2011



PRECIPITATION 2010/2011



STAFF REPORT

To: Mayor Dent
CC: Ron Pittman, Chief
From: Paul Nott, Assistant Chief
Date: October 5, 2011
Re: September Fire Department Report



	Monthly Statistics;	YTD Totals;
Actual Structure Fires:	0	1
Fire Calls:	1	19
Rescue/EMS assists:	0	10
Motor Vehicle Collisions:	2	17
Hazardous Material Response:	0	1
Service Calls:	2	10
False Alarms:	0	4

The month of September has consisted of one illegal burn, two motor vehicle collisions, a smoke investigation and a mutual aid call with GHFD 5 on a possible structure fire in which we were cancelled en-route.

Calls are still on the slow side which is actually a good thing.

The county and state wide burn ban has been lifted but people should still be aware of outdoor burning restrictions and regulations.

Next week is fire prevention week and we will be sending some of our firefighters to the school to pass out and teach some fire prevention information.

There were no firefighter injuries or safety concerns to report from the Safety Officer.

STAFF REPORT

To: Mayor Dent
From: George M. Crumb, Chief of Police
Date: October 20, 2011
RE: Report for October 26, 2011, 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 or call in, or other officer generated incidents:

*1831 incident histories reported as of 1545 hrs. 102011, with traffic bails of \$ and mandatory court appearances.

- | | |
|-------------------------------------|------------------------------|
| ... Speeding. | ...Domestic Violence |
| ... Speeding in School Zone | ...Burglary |
| ... Fire Response's | ...Disorderly Conduct |
| ... Traffic Stop's | ...Threats |
| ... Agency Assist's | ...Drug Incidents |
| ... Animal Complaints | ...Curfew Violations |
| ... Traffic Hazard Reports | ...Welfare Checks |
| ... Report of Harassment | ...Suspicious Person/Vehicle |
| ... Police Information or Referrals | ...9-1-1 Open Line/Hang up |
| ... Traffic Offense/Reckless | ...Found Property Reports |
| ... Motorist Assist/Citizen Assist | ...Theft Reports |
| ... Attempt to Locate | ...Juvenile Problems |
| ... Malicious Mischief | ...Warrant Arrests |
| ... 9-1-1 Open Line | ...Civil matters |
| ...Custody dispute/Civil | ...D.U.I. |
| ...Audible Alarm | ...Subject Stop |
| ...Hit & Run | |

Discussion: Open

()Request Surplus Action of second Crown Victoria, 1999, Plate #29566D with 150,055 miles. J&F Auto says a piston has no compression and will be estimated excess of \$1800 to repair, Whitney's estimate on the car with the same problem was in excess of \$5400.

- Current vehicle status: 2008 Ford Crown Vic. **22773** miles. Fully operational/In service
- 2006 Ford Crown Vic. **59500** miles. Fully operational/In service (Just out of shop)
- 2005 Chevy Impala **51500** miles. Operational/no MDT or Elec. Ticket
- *1999 Ford Crown Vic. **150055** miles. (Blown engine, has been surplused)
- *1999 Ford Crown Vic. **145982** miles .(Blown engine, needs to be surplused)
- 1998 Ford Crown Vic **92500** miles in shop, unknown problem (electronic)
- (The 98 is only a civilian commercial sedan and not a police interceptor)

The 1999 Ford's were surplused by Grays Harbor County Sheriff's Department and purchased in March of 2005 for \$1200 each by McCleary PD. 29565D had 125310 miles and 29566D had 125051 at purchase. These vehicles were in service well beyond peak performance periods. (J&F Auto says \$1800+ for repair, Value Ford / Whitney's says \$5400+)

Council Members Present: ALL.... Mr. Ator, Mr. Boling, Mr. Geer, Mr. Lant,
Mr.Shiller.

Mayor Dent: Present / Not Present _____

Officer Reporting: Chief Crumb _____

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: October 20, 2011
Re: Service Requests / Placement Permit

Service Requests

As Mr. Glenn noted in his report, we have had a minor problem with electrical disconnects and reconnects. Unfortunately with the downturn in the economy, many homes and rental units are vacant. As a result, there have been a few landlords and real estate agents that prefer, during a short period of time, to shut the power off, turn it back on to do some vacuuming/cleaning, turn it off again, turn it on to show the residence, turn it off again, turn it on to show again, etc. While I understand that this is a duty of the crew, there is a manpower cost.

After discussing this with internally, we thought it ironic that when an individual has power shutoff for non-payment, on top of paying the 5% penalty, there is a \$20 reconnect fee charged. A simple solution to this problem may be charging the customer a \$20 reconnect fee when the customer wants the power turned back on. An additional component could be added, something to the effect of "if the service is transferred to a new tenant or owner, the reconnection charge shall not apply" to minimize the impact of sales and rentals. Another situation may be in the event an electrician is working at the house, they commonly request the service be disconnected for obvious safety reasons. The Council may wish to also provide this as another exception to the reconnect fee.

Placement Permits

Our Municipal Code, specifically Section 17.28.040 via Ord. 709, requires a "Placement Permit" be received from the City to locate a freestanding canopy (Costco canopy for example) to ensure setbacks are being maintained. This Ordinance was adopted in 2004, but specifically states the fee is to be established by the City Council, which has yet to be completed.

Additionally, a building permit is not required for structures under a certain size, in accordance with the exemptions defined in the IBC and IRC. We believe it would also be appropriate to have a "Placement Permit" defined for accessory structures exempted from building permits to also ensure setbacks are being maintained.

Summary

Resolution 539 was adopted to establish fees in relation to various activities in 2007. The fees identified in Resolution 539 have been adjusted accordingly; however, it seems that by updating this resolution we could also include the items just discussed.

Action Requested:

Please consider requesting Mr. Glenn to prepare the appropriate documentation to address these issues.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: October 20, 2011
Re: Budget Pay

As Mr. Glenn noted in his report, the City has historically allowed an equal payment plan for utility billing over a fiscal year (January – December). To our knowledge, there is no formal process that has been adopted. We do believe that this program is very beneficial for those that choose to use it, as it equalizes the spikes typically seen in utility rates as the cold weather sets in.

If you choose to formally adopt a program that allows equal payments, it should be noted that during the summer months, individuals typically establish a credit amount with the City, and during the winter months, the customer typically owes more than is being paid. If a program is prepared, it would be wise to include language regarding default of payment results in payment of all account debts and revokes the option to participate in the program for a specified duration.

Action Requested:

Please consider requesting Mr. Glenn to prepare the appropriate documentation to address these issues.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: October 20, 2011
Re: IT Service Contract

Based on the comments provided by Mr. Glenn, additional modification to the proposed contract is necessary. We anticipate addressing these comments and collectively developing a Contract that can be presented at the next meeting.

Action Requested:

None at this time.

LAW OFFICES
OF
GLENN & ASSOCIATES, P.S.
A PROFESSIONAL SERVICES CORPORATION

DANIEL O. GLENN

2424 EVERGREEN PARK DRIVE S.W.
P. O. BOX 49
OLYMPIA, WASHINGTON 98507-0049
PHONE (360)943-7700
FAX (360)943-7721

MEMORANDUM

TO: D. GARY DENT, MAYOR
FROM: DANIEL O. GLENN
DATE: October 20, 2011
RE: ADNETSS' DRAFT CONTRACT

I have had the opportunity to review the draft contract provided to me by Mr. Bird. I have the following comments and suggestions. I will do them tied to the Company's contract section numbers.

1: Project Description:

e[ii] would seem to be inconsistent with the breadth set out in a. I assume we do not currently have 25 workstations on the system. To add more, it would seem, would be expansion of the network. Will they add more workstations as part of the contract or is that going to cost additional moneys?

2. Support Contract:

As a general comment, I had difficulty determining what will and will not be provided within the contract price. For instance, 2.f, when read with 2.n, would seem to indicate that, once one chooses one of the two options, any time they come onsite outside of that time period, the City pays the hourly rate at the Company's option. It would seem the "trouble tickets" characterized as emergency or critical would thus trigger additional charges. Is that the intention? If so, does that additional charge not get triggered until the three hours set out in 2.h have been utilized? Clarity in this area becomes very important since, under 2.j, the characterization and thus the charging is in the Company's "sole discretion." Finally, upon what basis is the fee in addition to the labor rate charged for weekend and holiday services?

I would suggest that, given Section 3, it be made clear how many

D. Gary Dent, Mayor
October 20, 2011
Page 2

hours fit within the contract. In looking at 2.f, it would seem that we receive either 12 hours or 14 hours, depending upon the option. (I assume the three hours of 2.h are in addition to these hours. Also, does the language "until all daily tasks are completed" not really belong in the first option as well?)

Also, 2.o indicates the Company has the authority to charge other expenses, such as mileage. If this has been agreed to by the City, what rate?

3. Additional Services: The section indicates, if "the total number of tabor [sic] hours for a given month is greater than the minimum contract monthly hours," we are to pay the hourly rate on the excess. I am assuming the word "tabor" is really intended to be labor. Did they intend to indicate the hourly rate would be applied if the time consumed is greater than the maximum contract monthly hours?

4. Compensation and Method of Payment:

A. The contract indicates we are to pay in advance. The SAO is likely to not like that concept, but Ms. Collins can check with them. In effect, the contract would have the City paying 1.5% on moneys not yet earned under this pattern. I would recommend the normal pattern of paying after services are rendered be utilized.

B. The assessment of late charges should be connected to the Dispute/Termination for cause aspect. In most of our contracts, we have the ability to hold up payment if we give written notice as to cause.

C. The sentence as to paying of fees, etc., is redundant and should be removed. See Sections 12 and 13.

9. Indemnification: This is more than an indemnification clause. The first sentence is a somewhat normal hold harmless clause as against claims from third parties. (It should be amended to include claims arising from intentional acts since currently it covers only negligent acts.) The last sentenced eviscerates any responsibility for damages arising from bad work since it does not apply if there is insurance coverage and also excludes any "special, incident or consequential damages suffered or incurred under any theory of recovery." So, if as the result of a negligent act of one of its employees, the City's IP system is destroyed, they would not be responsible for the resulting damages.

I would recommend we modify this by utilizing something more along the lines of our normal mutual indemnification clause found

D. Gary Dent, Mayor
October 20, 2011
Page 3

in our contracts.

12 & 13: Applicable Law and Dispute Resolution: To an extent, the two sections are redundant (recovery of fees and costs) and inconsistent. (12 anticipates the filing of an action while 13 indicates that MAR is the sole dispute resolution method.) Also, they are inconsistent with the provisions of Section 14.f which authorizes the filing of a court action. I would suggest, if the mandatory arbitration approach is acceptable, the two sections be combined by setting out in Section 13 the applicable law and venue language. Further, that Section 14.f be recognized as an exception from the limitation.

17. Term and termination:

If you are going to have 17.b, then it should indicate, if the City has terminated for cause, it may set off any losses or damages resulting from the breaches of the contract by the Company. As to 17.c, it basically provides for punitive damages being imposed upon the City for early termination. If that has been agreed to by the City staff, I would limit it to a fixed sum, specifically the \$1,000.00.

As to 17.d, allowing 30 days to cure a default could be terribly difficult for the City. I would suggest a shorter period within which the cure of the breach by the Company must be achieved.

Enough said.

DG/le

CC: Nick Bird
Wendy Collins

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into upon the date stated below, by and between the CITY OF McCLEARY, hereinafter referred to as "City"; and DANIEL D. DOWNING d/b/a SNAP JANITORIAL, the UBI number of said company being 601846041, hereinafter referred to as "the Contractor".

R E C I T A L S:

1. The areas covered by this agreement are more fully set forth in Exhibit "A". Hereafter, they shall be referred to collectively as the Municipal Complex.
2. The City is desirous of having janitorial services provided in the Municipal Complex,
3. The Contractor has given assurances that he is not only capable, but also agreeable to performing these specific services as they are more fully set forth in the attached document submitted by Contractor dated September 21, 2011, and entitled "Janitorial Specifications", attached

hereto as Exhibit "B", which is hereby incorporated into and becomes part of this Agreement.

4. The Contractor has been informed of the private nature of certain of the records maintained by the City, including the Municipal Court and the Police Department. Further, that it is a basic necessity of the City, especially the referenced departments, to have and to maintain confidence in the background of any individual providing services under this contract.

5. The City has verified that the services to be rendered are equivalent to their fair market value based upon the last comparable bid on this type of service, or the last prices paid for such services

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

I.

COMMITMENTS & DUTIES OF THE CONTRACTOR

1.1. The Contractor shall supply all materials and equipment to be used in performing these services, other than those indicated in Section II, paragraph 2.3. No equipment or materials of the Contractor shall be left on the premises of the Complex without the prior written approval of the City

Administrator. To the extent Contractor desires to obtain this approval, a written request detailing the items which Contractor desires to leave upon the premises shall be submitted.

1.2. The Contractor will normally perform its services during the hours the City employees are generally not in a work status. The specific hours are so identified. **To assure compliance with this provision, the schedule for services to the City's facilities shall be submitted to and approved by the Mayor in advance of the commencement of services. Any deviation from that schedule shall be cleared in advance with the Mayor or his designee.**

1.3. Contractor will not cause any damage or waste to/of City property nor allow the theft thereof or unauthorized access thereto by employees and agents. *If Contractor becomes aware of any violation of this provision, he shall immediately notify the City Clerk-treasurer.*

1.4. Contractor represents as follows to the City:

A. That he has or will secure at his own expense all personnel required in performing the services under this Contract. He shall further take reasonable steps to assure the competency and honesty of such employees as he assigns to

perform this contract. *If Contractor becomes aware of any information about an employee which would be contrary to these two requirements, including any employee being charged with a criminal offense, he shall immediately notify the Mayor or his designee.*

B. The names and addresses of any individual Contractor anticipates utilizing to provide services, as well as the names of all individuals residing in the Employee's household (collectively referred to as Covered Individuals), shall be provided to the Mayor or his designee no less than two weeks in advance of the employee's utilization. The Contractor acknowledges that this breadth of review is necessary in light of the provision of keys providing access to the Complex which are retained by the individual providing the service. Any such individual shall execute any document deemed necessary by the City's Chief of Police to authorize such background check as may be chosen by the Mayor or his designee. By way of example and not by way of limitation, attached to this agreement as Exhibit B is the questionnaire which will be utilized at the time of the commencement of services.

C. Any covered individual under the provisions of §B of this section shall provide service to the Complex only with the specific written approval of the Mayor or his designee. Further, such individual shall be immediately withdrawn from providing such service upon subsequent notification by the Director of Public Works.

(1) The Director of Public Work's denial of authorization to utilize or his withdrawal of authorization for utilization in relation to an employee shall be in the sole discretion of the Director. Among the other factors which may result in such denial or withdrawal are any covered individual having been convicted of any criminal offense involving dishonesty, violence, or use, possession, or distribution of a controlled substances or related to consumption of alcohol or having charges pending in relation to such charges. In the discretion of the Director, a charge which was dismissed as a result of a deferral of prosecution, stipulated order of continuance, or similar methodology may be considered as equivalent to a conviction.

(2) In the event that the Contractor or the employee feels the Director has improperly denied or withdrawn access, either may submit a written request for review to the

Mayor. That request shall be submitted to the Mayor within five business days of the Director's giving of written notification of denial or withdrawal of authorization. It shall set forth such information and provide such documents as the individual deems necessary and appropriate to allow the Mayor to review the matter. The Mayor's decision upon review shall be final and shall not be subject to further review or appeal.

1.5. Any individual utilized by Contractor to provide the services required under this contract shall not be the employee of nor have any contractual relationship with the City. All of the services required under this entire Contract will be performed by the Contractor or under his supervision and all personnel engaged in the particular work of this Contract shall be fully qualified to perform such services.

1.6. Contractor agrees such employees and agents, if any, as he may employ shall not in any manner present themselves or permit themselves to be represented to the public as an agent and/or employee of the City.

1.7. Contractor agrees he will perform the specific duties contained in Exhibit "B".

1.8. Contractor agrees he shall maintain in effect at all times and provide proof to the City of the insurance and fidelity bond covering all of their employees providing service to the City of no lesser amount than set forth in the following sentence. As to the general hazard insurance, it shall be of an amount of no less than \$1,000,000.00 and the fidelity bond of no less than \$10,000.00 covering all employees and agents of Contractor. The City shall be a named insured upon the former policy.

1.9. The Contractor agrees that staffing shall be in the sole discretion of the Contractor, subject to the limitations set forth in §1.4.

1.10. **Contractor understands and agrees, to the extent required by law,**

A. all employees of Contractor providing services under this contract shall be paid at the prevailing wage for such work category, as that amount may be set by the agency of the State having jurisdiction over such matters.

B. that he shall possess all licenses and permits required by any applicable law, including the State of Washington and provide proof of such possession upon request of the City.

1.11. As to any key or other access device provided to Contractor by the City so as to allow entry into the interiors of the structures of the Complex, at all times he shall maintain appropriate measures to assure the security of these items. Further, he shall not allow any duplication thereof without the prior written consent of the Director of Public Works. In the event he or any employee becomes aware of the loss, unauthorized duplication, misuse, or misplacement of any such item, the City Clerk-treasurer shall be notified immediately.

To the extent the occurrence of any of the three events set forth in the prior sentence results in the City incurring costs necessary to restore the security of the complex, that amount shall be deducted from the contractual payment which would otherwise be due to Contractor for the services rendered.

II.

DUTIES OF THE CITY

2.1. The sum required to be paid shall be paid each month after approval of the City Council.

A. The City shall pay the Contractor \$775.00 per month or portion thereof for the services required under the

terms of this Contract for the period commencing with the ____ day of October, 2011, and ending December 31, 2012. Unless earlier terminated as allowed by the provisions of Section IV, this shall constitute the initial term of this agreement.

B. This contract shall be subject to termination and extension as provided in the subsequent provisions of this agreement.

2.2. The City shall provide a means of access for the Contractor for the official performance of duties.

2.3. The City will supply certain supplies to the Contractor, as set out on Page 2 of Exhibit "B", including, but not limited to, light bulbs, fluorescent tubes, and restroom supplies, unless otherwise agreed upon by the parties.

2.4. The City will provide light and adequate heat in the buildings being serviced by the Contractor.

2.5. The City will provide adequate space for storage of Contractor's equipment, if required, during the life of the Contract.

III.

HOLD HARMLESS

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

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

IV.

TERM, EXTENSIONS, & TERMINATION

4.1. This contract shall be for the periods set forth below, unless terminated by either of the parties through utilization of the procedures established in this Agreement.

4.2. As to the periods following December 31, 2012, the Contract may be extended on a year-to-year at a price to be negotiated annually. Extension for all years after 2012 shall be accomplished by a written agreement executed on or before December 1 of each year.

4.3. After December 31, 2012, the Contract may be terminated in its entirety without cause by either party as of each June 30 and December 31 of each calendar year by giving notice in writing of its desire to do so at least sixty (60) days prior to the desired date of termination as provided in Section 6.7.

4.4. The City agrees to give written notice to Contractor of any violation of any term or condition of this Contract. By way of example, failure to meet reasonable standards of performance would constitute a violation. Following receipt of the notice, Contractor shall have five

(5) business days within which to correct any such violation or breach to the reasonable satisfaction of the City. In the event of a failure to do so, the City may terminate the Contract at the end of the five-day period.

4.5. Upon termination of the Contract by the City in accordance with this Contract, the City may contract for the performance of the services agreed to by the Contractor under this Contract, or may perform the services itself. This provision is in addition to and not in lieu of any and all other remedies provided by law and in equity.

4.6. City shall not be liable for any damages resulting from the termination of this Contract.

V.

ENTIRETY AND MODIFICATION OF CONTRACT

5.1. This agreement for janitorial services and its Exhibits "A" and "B" are the whole and entire agreement between the parties.

5.3. This agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for the execution of this Agreement.

SECTION VI.

GENERAL PROVISIONS

6.1. In the event of any litigation arising out of the performance of this Contract, it is agreed that the Courts of the County of Grays Harbor, State of Washington, shall be Courts of proper venue. Further, in addition to any other relief which may be granted to the prevailing party, the Court may award the prevailing party reasonable attorneys' fees and costs.

6.2. This entire agreement has and shall be construed as having been made and delivered within the State of Washington and the laws of the State of Washington shall be applicable.

6.3. The undersigned represents that he is authorized to execute this Contract upon behalf of his Company. FURTHER, THAT AS TO THE CONTRACTOR, THE INDIVIDUAL SIGNING THIS CONTRACT EXECUTES THE CONTRACT NOT ONLY IN HIS BUSINESS CAPACITY, BUT ALSO IN HIS PERSONAL CAPACITY AND UPON BEHALF OF THE MARITAL COMMUNITY OF WHICH HE IS A MEMBER.

6.4. The Contractor shall not assign any right or responsibility it may have assumed pursuant to this Contract without the written consent of the City.

6.5. This Contract shall be binding upon the City and the Contractor and their respective heirs, executors, administrators, successors, and assigns.

6.6. Each party has had the opportunity to have this agreement reviewed by counsel of their choice prior to its execution.

6.7. Notices:

A. Any notice given under this contract shall be given in writing and shall be deemed to have been received by the other party upon

1. the date that it is personally delivered to/served upon that party, or

2. three business days after the notice was mailed to the party properly addressed and postage prepaid, with one copy being mailed by first class mail and a duplicate copy being mailed by certified mail.

B. Any notice to the City shall be provided to the Clerk-Treasurer at 100 South 3rd Street, McCleary, Washington 98557, either by delivering personally to the Clerk-treasurer or by mailing to the Clerk-treasurer at that address. Any notice to the Contractor shall be delivered to him personally or by mailing to him at 7 Landberg Lane, Elma, Washington 98541.

EXECUTED IN MULTIPLE COPIES on the dates stated below.

"CONTRACTOR"

DATED

DANIEL D. DOWNING

CITY OF McCLEARY:

DATED

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: October 20, 2011
Re: Truck Route / Parking

At the September 14 Council Meeting, there was a question regarding the parking of log trucks on side streets. Chief Crumb began enforcement notification after the meeting. Upon notification, a couple of the residents that received the notification came to City Hall to discuss their concerns. The current ordinance relating to "Truck Routes", Ord. 484, adopted in 1985, identifies that it is unlawful for any vehicle greater than 26,000 lbs to be driven or parked on any street not designated a "Truck Route" (3rd Street, Main Street, Maple to Fourth Street, Fourth Street from Simpson to Maple, Simpson Avenue, and Summit Road to the SR 108 cutoff). A copy of the current Ordinance has been provided for reference.

It was pointed out that School Buses, many Motor Homes, and Log Trucks are all heavier than the threshold identified within the ordinance. After checking our equipment internally, many of our vehicles are also over this threshold.

Off hand, there are many log trucks that park adjacent to (not on) the truck route. The resident said he would move his truck to the identified truck route, but was concerned that it would impact adjacent residents. Also of concern was the availability to park the vehicle in an area that is not really conducive to truck parking (along 3rd Street). Additionally, in the case of motor homes, the vehicles would likely be parked for an extended duration on City Streets, rather than on the owner's property.

It is widely known that the impacts of large vehicles are detrimental to our pavement systems. The individuals that came to discuss their concerns are well aware of these impacts, so far as one individual actually requested permission from and was authorized by the City to park where he currently parks (verbally).

The log trucks are part of these individuals livelihood, school busses are an integral part of our education system, and motor homes are part of our resident's recreational activities. Is the Council's intent consistent with the existing Ordinance?

Action Requested:

Please confirm that the existing ordinance is consistent with vision you have of our small community. In the event that it is, we will begin enforcement. If you wish to revise any portion of the existing ordinance, now is the opportune moment.

ORDINANCE NO. 484

AN ORDINANCE RELATING TO TRAFFIC AND DESIGNATING CERTAIN STREETS WITHIN THE CORPORATE LIMITS AS TRUCK ROUTES AND IMPOSING PENALTIES.

R E C I T A L S:

1. Maintenance of proper streets is necessary for the public health and safety.

2. Travel over certain of the streets by trucks or motor vehicles having a weight greater than the amount specified herein creates an undue risk of damage to those streets, thereby creating a hazardous situation.

THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE TOWN COUNCIL OF THE TOWN OF McCLEARY.

SECTION I: Those certain streets and portions of streets or avenues specified in Attachment Number 1 are hereby designated as truck routes.

SECTION II: On and after the 16th day of January, 198⁵4, it shall be unlawful for any person to drive or to operate a motor vehicle having a gross weight greater than 26,000 thousand pounds on any street or avenue within the corporate limits except on such streets or avenues designated on Attachment Number 1 to this Ordinance: PROVIDED, however, that vehicles of a greater weight or larger capacity may be operated from said truck route upon other streets when it is necessary to do so for the purpose of making deliveries or for the purpose of picking up merchandise or articles to be transported in such vehicles: PROVIDED that in making such deliveries or pickups they shall be made from the shortest reasonable route from the above-named truck routes: PROVIDED still further that, upon application of the owner or operator, the Town Engineer may issue a special

permit for the operation of a larger vehicle on other streets where it is necessary to do so. Such permit shall specify the street or streets over which the vehicle is to be operated; the time period within which such permits shall be valid; the gross weight limit allowed; and may be conditioned, in the discretion of the Town Engineer, on the posting of such performance bond as may be reasonably necessary to insure that any damage done to the streets is repaired.

SECTION III: It shall be unlawful to park any vehicle having a gross weight greater than 26,000 thousand pounds on any street not designated as a truck route within the corporate limits, except for the temporary purpose of making a pickup or delivery.

SECTION IV: Any person violating the provisions of this Ordinance shall be found to have committed an infraction and upon such a finding shall be subject to a penalty not to exceed \$300 on the first such finding within a one-year period within the corporate limits and a penalty of not more than \$500 for the second and subsequent infraction within any one-year period.

PASSED THIS 9th day of January, 1985, by the Town Council of the Town of McCleary, and signed in approval therewith this 9th day of January, 1985.

TOWN OF McCLEARY:

Ron Pittman
RON PITTMAN, Mayor

ATTEST:

Donnie Rostedt
DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

Daniel O. Glenn
DANIEL O. GLENN, Town Attorney

STATE OF WASHINGTON)
: SS
GRAYS HARBOR COUNTY)

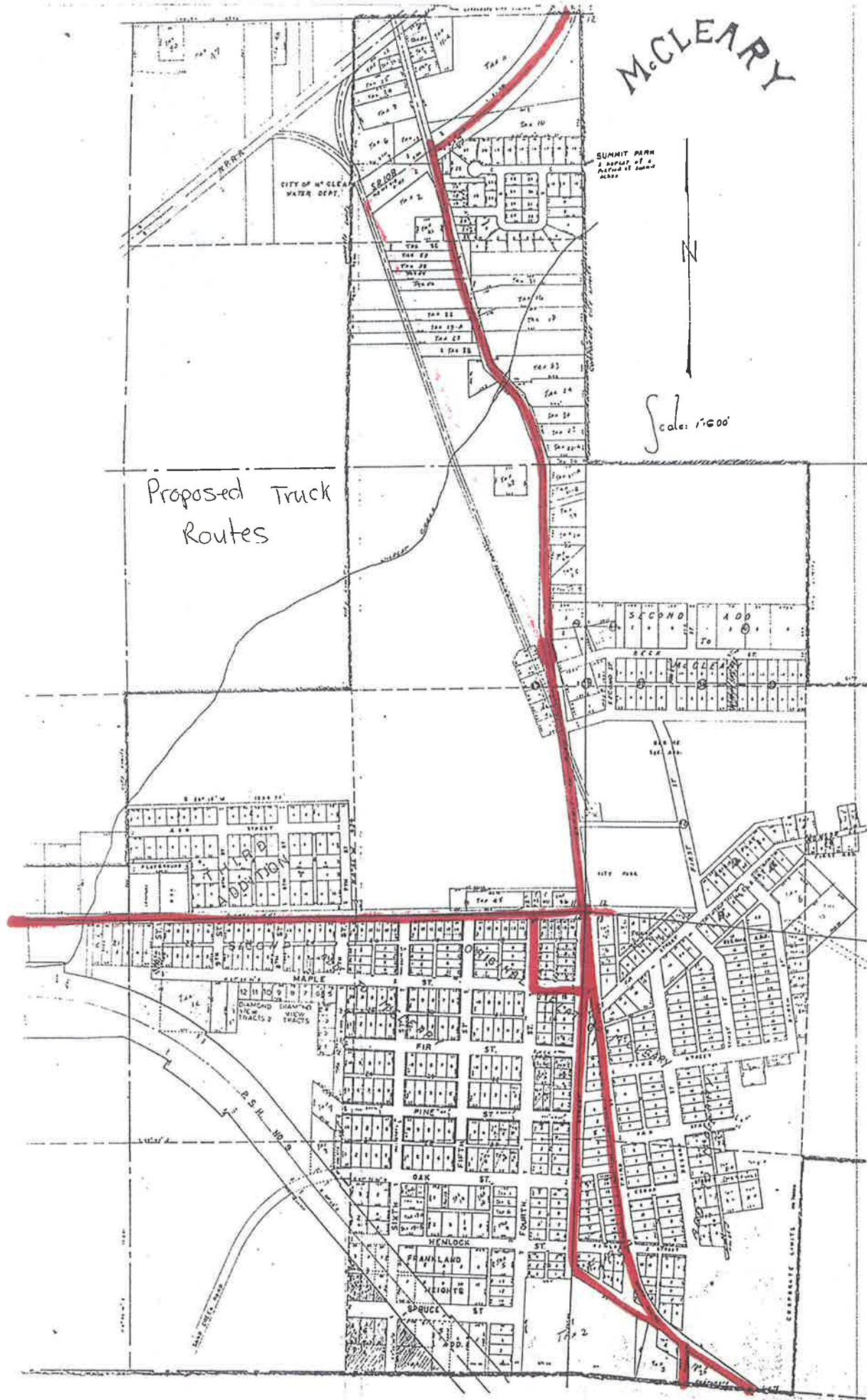
I, DONNIE ROSTEDT, being the duly appointed Clerk of the Town of McCleary do certify that I caused to have posted in the Town of McCleary Ordinance/Resolution No. 484 at those certain places situated within the Town of McCleary designated by Ordinances on posting and that said posting was done in the manner required by law. I further certify that a true and correct copy of Ordinance/Resolution No. 484, as it was posted, is on file in the appropriate records of the Town of McCleary.

Donnie Rostedt

SUBSCRIBED & SWORN to before me this 21 day of
JANUARY, 1985.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, (residing at _____)

MCLEARY



Proposed Truck Routes

Scale: 1" = 600'

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: October 20, 2011
Re: Stormwater Comprehensive Plan

As was promised many months ago, the Stormwater Comprehensive Plan has been finalized. Rather than attach the entire document (120+ pages plus the appendices), we have enclosed the Executive Summary (2 pages), Chapter 8 – Capital Improvement Plan (17 pages), and Chapter 9 – Financial Plan (9 pages) for your planning enjoyment.

It is important to note the recommendations set forth in the Financial Plan are not required, but recommended if we choose to address the deficiencies outlined in the Capital Improvement Plan. It should also be noted that the preliminary rate study provided in Chapter 9 is just that, preliminary. There are many other rate structure approaches we can consider if you choose to address the deficiencies identified in Chapter 8.

Action Requested:

Please consider adoption, via resolution, of the Comprehensive Stormwater Management Plan provided by Gray & Osborne, Inc., dated October 2011. Additionally, please let us know if you would like us to provide additional alternatives for the funding deficiencies identified in Chapter 9.

EXECUTIVE SUMMARY

The Stormwater Management Plan for the City of McCleary provides City staff and policy makers the necessary information to develop and manage the storm drainage system in a manner that is cost effective and in compliance with existing regulations. This Plan is organized to provide detailed information on the City system in the initial chapters and then background information in the latter chapters.

The City maintains approximately 3 miles of stormwater ditches, 15 miles of conveyance systems, 147 storm drainage manholes, and 305 catch basins. Drainage areas are determined by topography and storm conveyance facilities. Detailed information on the basins is provided in Chapter 2 of this Plan.

The regulatory considerations are provided in Chapter 3. In addition to the federal, State and County requirements, the City requirements are included in the McCleary Municipal Code (MMC). Applicable chapters include Chapter 13.30, Utilities and Stormwater Management, and Chapter 13.32, Rates for Storm and Surface Water Utility.

To assess the capacity of the storm drainage system, a numeric computer model was developed using existing Geographic Information System data, as-built maps of developments, local survey for specific areas, and assumed buildout development. Buildout development assumes areas are developed to the current zoning and land use densities. These data were input into the SewerCAD model for analysis. Multiple locations will flood based on the modeling assumptions used. Details of each flooded location are provided in Chapter 4.

Chapter 5 and Chapter 6 outline nonpoint source pollution analysis and control, respectively, and Chapter 8 lists the capital improvement projects, which lays out an order of project completion according to priority and budgetary limitations.

Maintenance costs and activities are outlined in Chapter 7 and include facility inspection, routine maintenance, report and record keeping for the storm drainage system, staff training, enforcement, public education and outreach, and use of best management practices.

For development of the Capital Improvement Plan, the list includes areas determined to be insufficient per the modeling results as well as City staff- and resident-identified problem areas. A list of the 0- to 6-year and 6- to 12-year capital improvements projects are summarized in Tables ES-1 and ES-2, respectively. Details of the 20 City-funded projects are provided in Chapter 4.

Costs for program plan expenditures are provided in Chapter 9. Stormwater utility rates are used to support the City's expenditures including both operation and maintenance as well as capital improvement projects. The current rate is \$4 per month, and the Plan shows an increase in this rate to support ongoing operations and maintenance and

proposed projects shown in Table ES-1. The preliminary rate analysis shows the 2017 rate of \$14 per month per ERU. Due to this rate increase, the City should consider additional alternative funding sources to complete the identified improvements.

TABLE ES-1

Capital Improvement Projects (0- to 6-Year)

CIP	Title	Cost⁽¹⁾
CIP F	Mommsen Road to Maple Street	\$214,000
CIP K	Foster Property	\$ 20,000
CIP M	6 th Street and Hemlock Street	\$ 20,000
CIP N	5 th Street and Pine Street	\$ 20,000
CIP T (Annual)	Stormwater Pond Ownership	\$ 5,000
CIP U	Maple Street Culverts	\$ 5,000
CIP V	Wildcat Creek at State Route 108	\$ 5,000
CIP Z	356 Birch Street	\$ 2,000
CIP AA	717 West Simpson Avenue	\$ 2,000
CIP BB	154 Miller Lane	\$ 2,000

(1) Cost in 2011 dollars.

TABLE ES-2

Capital Improvement Projects (6- to 12-Year)

CIP	Title	Cost⁽¹⁾
CIP B	Main Street Alley and Maple Street	\$ 795,000
CIP C	Simpson Avenue to 9 th Street and 5 th /6 th Streets to Maple Street	\$1,219,000
CIP T (Annual)	Stormwater Pond Ownership	\$ 5,000
CIP W	1 st Street and Mommsen Road	\$ 7,000
CIP CC	425 South 1 st Street	\$ 10,000
CIP DD	220 South 6 th Street	\$ 2,000

(1) Cost in 2011 dollars.

CHAPTER 8

CAPITAL IMPROVEMENT PLAN

INTRODUCTION

The City of McCleary's Capital Improvement Plan is developed in this section. The recommended projects include structural and nonstructural elements to control both the quantity and quality of stormwater runoff.

The Capital Improvement Plan (CIP) is developed based on input from City Public Works staff, citizen survey, and the hydraulic model.

CAPITAL IMPROVEMENT PROJECTS

Three sources were utilized to determine CIP projects:

- Stormwater model (SewerCAD) was used to identify insufficient pipes within the City's system (CIP B through CIP H);
- City staff identified a number of existing stormwater facilities within the public right-of-way that require maintenance or replacement, and areas where new stormwater conveyance facilities are needed (CIP J through CIP W); and
- City residents filled out a survey to identify problem areas on or near their properties (CIP Y through CIP FF).

Figure 8-1 shows the locations of all CIP projects listed below identified by the CIP letter designation. Tables 8-1, 8-2, and 8-3 show recommended improvements for the next 0 to 6 years, 7 to 12 years and 12+ years, respectively.

Planning level project cost estimates include 30 percent construction contingency, 8.4 percent Washington State sales tax, 15 percent design engineering, and 10 percent construction inspection/administration.

CIP A – PURCHASE OF REGIONAL DETENTION/WATER QUALITY SITES

The City is in need of new sites for regional stormwater detention facilities. CIP A involves the City identifying and acquiring potential properties to place detention/water quality facilities.

Estimated Project Cost: \$100,000

CIP B – MAIN STREET ALLEY AND MAPLE STREET (FIGURE 4-3, PIPE RUN B)

The conveyance system that runs north from McCleary Road down the alley west of Main Street, then west down Maple Street to 9th Street is deficient per the SewerCAD modeling. Currently there are 8- and 10-inch pipes; however, 10- and 15-inch pipes are required for sufficient capacity in the system. The suggested solution for this project would be to increase the diameter of the pipe from McCleary Road to the manhole in the intersection of Maple Street and 5th Street, and then extend a pipe north to tie into the Maple Street culvert. This would allow the pipes downstream of the tie-in location (5th Street to 9th Street) to remain at a 10-inch diameter instead of replacing with larger diameter pipes. If the tie-in location were at the north end of the pipe run down the alley west of Main Street, the pipe between the alley and 5th Street would remain unchanged, but between 5th Street and 9th Street the pipe size would increase. The recommended project involves installing new pipe, replacing existing pipe with larger pipe, and creating a new connection.

Estimated Project Cost: \$795,000

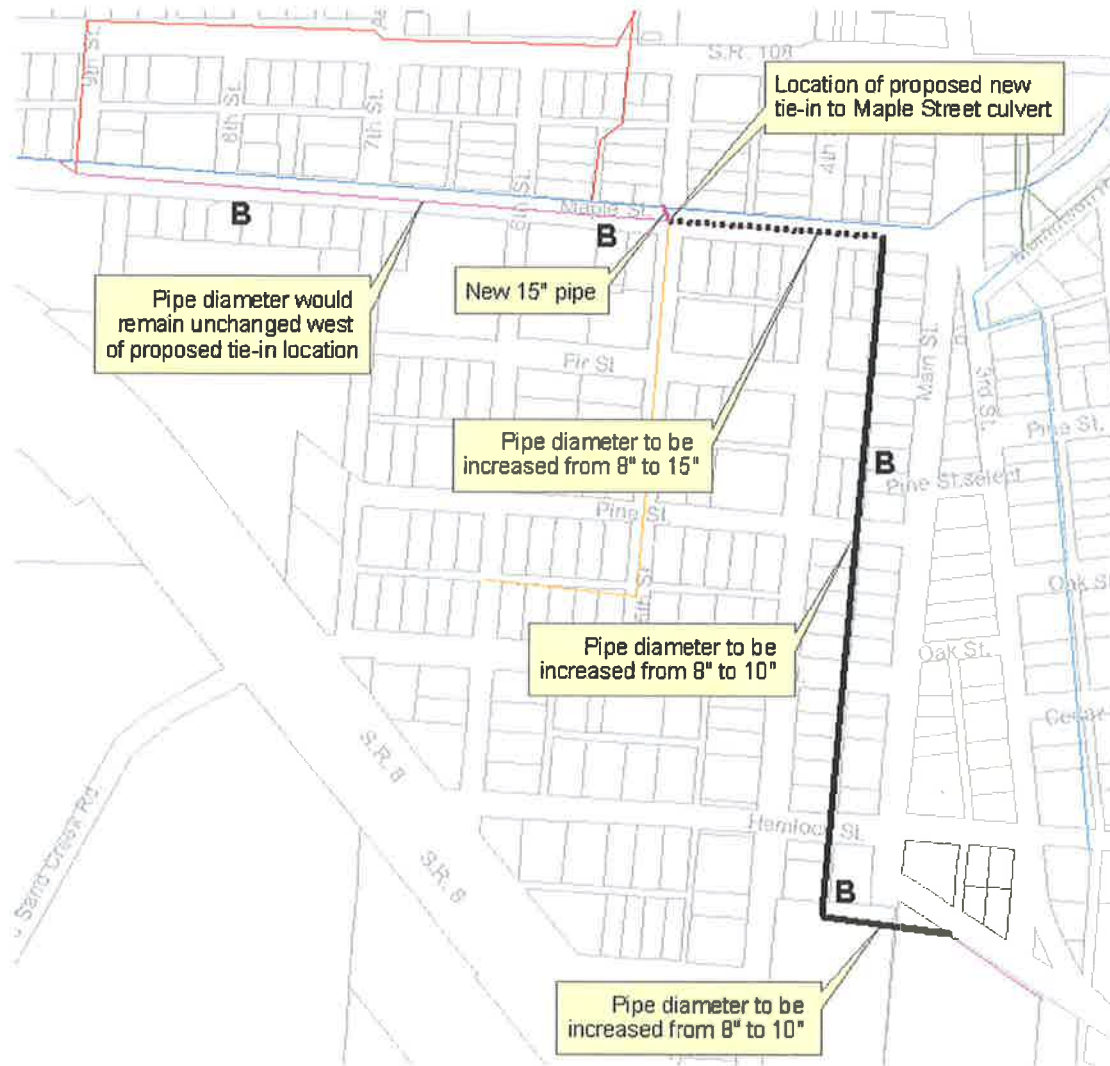


FIGURE 8-2

CIP B

CIP C – SIMPSON AVENUE TO 9TH STREET AND 5TH STREET/6TH STREET TO MAPLE STREET (FIGURE 4-3, PIPE RUNS C AND M)

The conveyance system that runs from Simpson Avenue and State Route 108 to 9th Street is inadequate per the SewerCAD modeling. Currently, there are 10- and 12-inch pipes along this alignment. The model calls for 18-, 21-, and 30-inch pipes for the system to have sufficient capacity. The project involves replacing the existing pipe in the current alignment. This CIP project is associated with CIP L.

An existing conveyance system runs south from the Simpson Plant through properties and down the alley between 5th Street and 6th Street to Maple Street. This system has joints that have separated and extensive root intrusions have occurred at several locations (CIP L), which has caused flooding on the properties. Several sections are not within an easement or right-of-way.

The suggested solution for CIP L is to place a storm drainage manhole at the confluence of the two pipe runs described above (north of Simpson Avenue between 5th Street and 6th Street) and reroute the pipe flow from the Simpson Plant into the conveyance system in Simpson Avenue. The line to the south of the point of confluence would be capped, which would alleviate the current flooding. The pipes and manholes located downstream of the new storm drainage manhole would be increased in size to handle the increased flow.

Estimated Project Cost: \$1,219,000

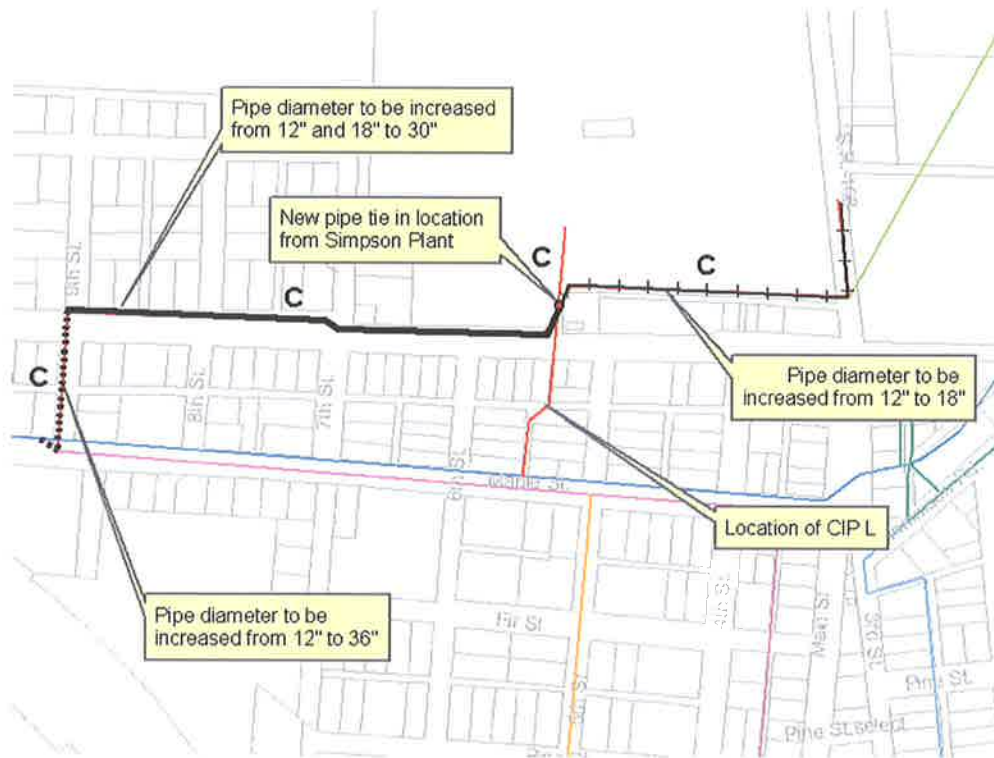


FIGURE 8-3

CIP C

CIP D – 5TH STREET FROM PINE STREET TO MAPLE STREET (FIGURE 4-3, PIPE RUN N)

The conveyance system that runs down 5th Street from Pine Street to Maple Street is insufficient per the SewerCAD modeling. Currently, there is 8-inch piping, but the model calls for 12- and 18-inch pipes for the system to have sufficient capacity. This CIP is associated with CIP J and possibly CIP N and CIP DD.

Estimated Project Cost: \$454,000

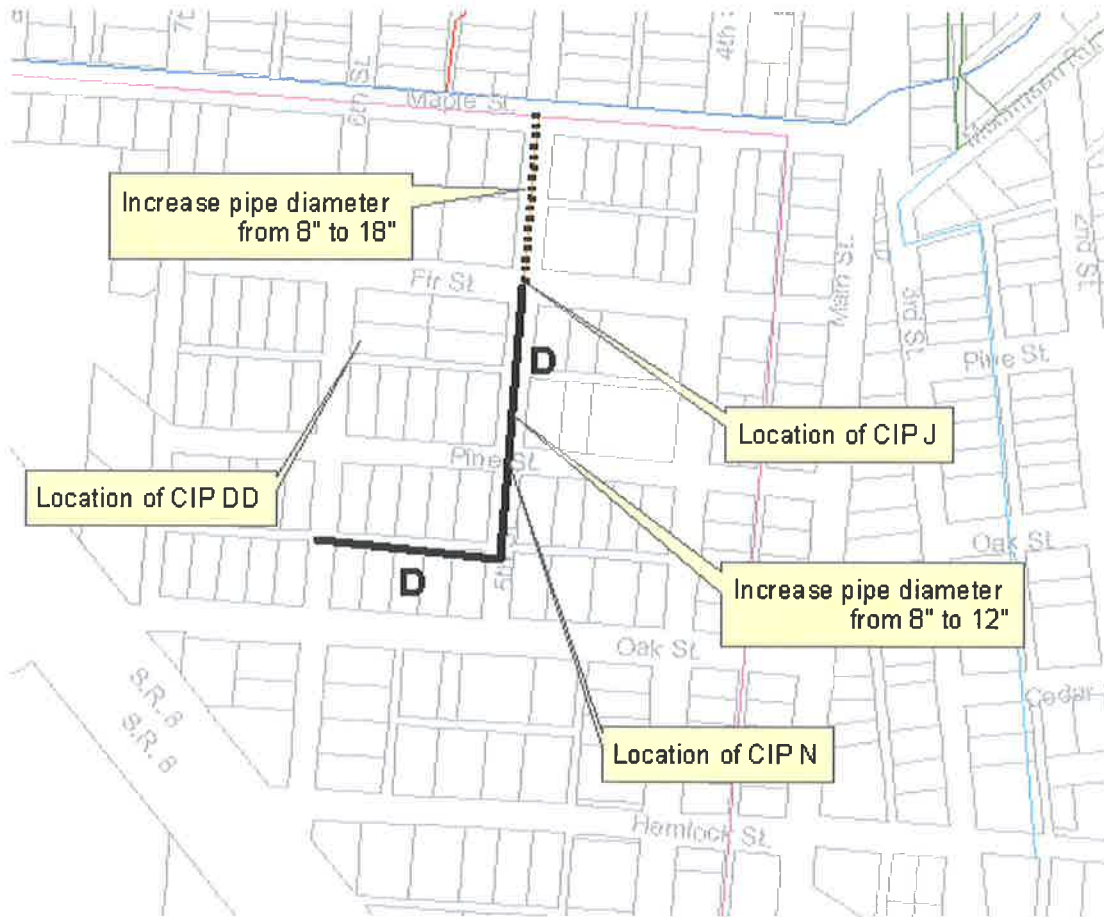


FIGURE 8-4

CIP D

CIP E – BECK STREET, 1ST STREET, AND STATE ROUTE 108 (FIGURE 4-3, PIPE RUN R)

The conveyance system that runs down Beck Street, 1st Street, and over to State Route 108 is insufficient per the SewerCAD modeling. Currently, there is 8-inch piping, but the model calls for 12- and 18-inch pipes for the system to have sufficient capacity. Per the City, it is not possible to replace this pipe since the pipe is located under a building; thus, the pipe must be rerouted. A possible new route for the pipe is to outfall into the roadside ditch along 1st Street north of Mommsen Road. The section of pipe between 1st Street and State Route 108 would be abandoned in place. The project involves rerouting the existing pipe.

Estimated Project Cost: \$193,000

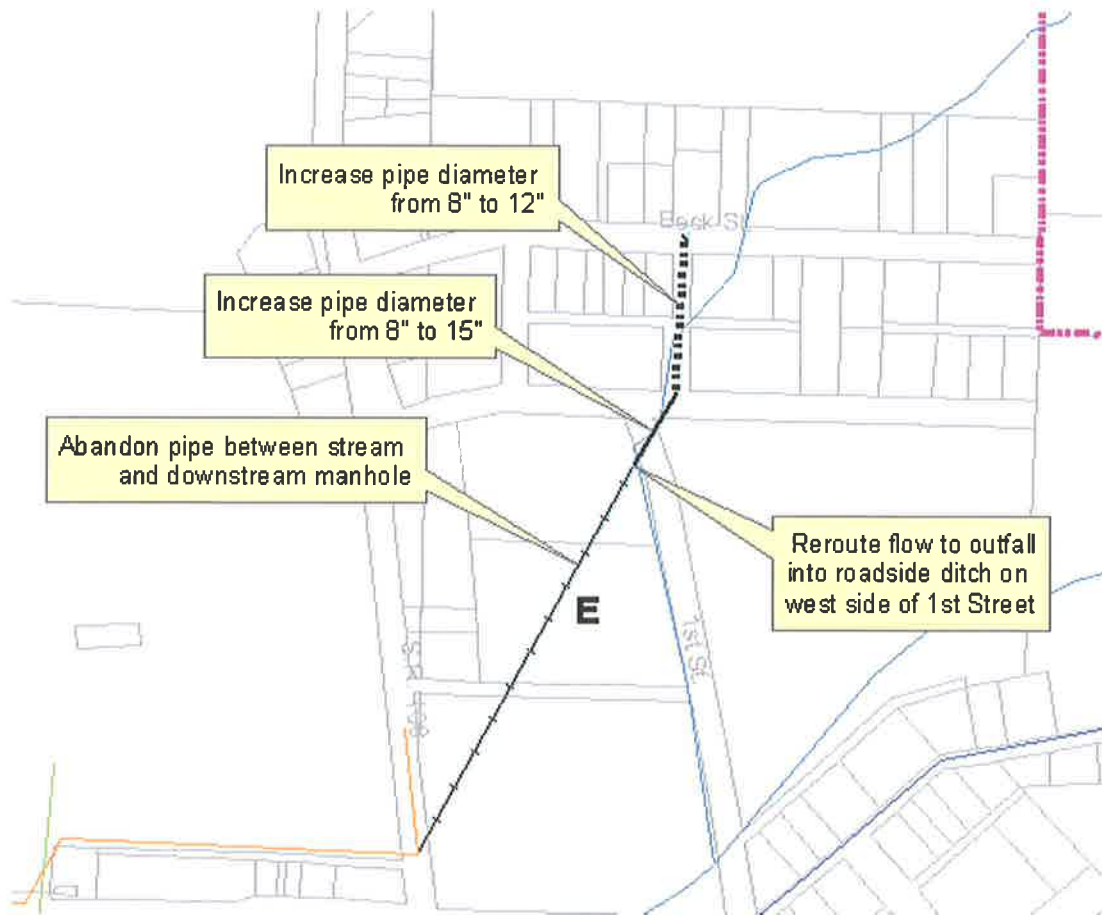


FIGURE 8-5

CIP E

CIP F – MOMMSEN ROAD TO MAPLE STREET (FIGURE 4-3, PIPE RUN S)

The conveyance system that runs from Mommsen Road to Maple Street is insufficient per the SewerCAD modeling. Currently, there is 8-inch piping, but the model calls for 15- and 18-inch pipes for the system to have sufficient capacity. In addition to the insufficient pipe capacity, there is the pipe run along Mommsen Road that flows to the southwest which has a turn greater than 90 degrees that is causing a flow restrictor (see CIP P for description). It is proposed to eliminate this restrictor by installing a new manhole upstream of the manhole discussed in CIP P and run a new pipe to connect directly into the 54-inch culvert as shown on the figure below. The project involves installing new manhole and pipe. This CIP is associated with CIP P.

Estimated Project Cost: \$214,000

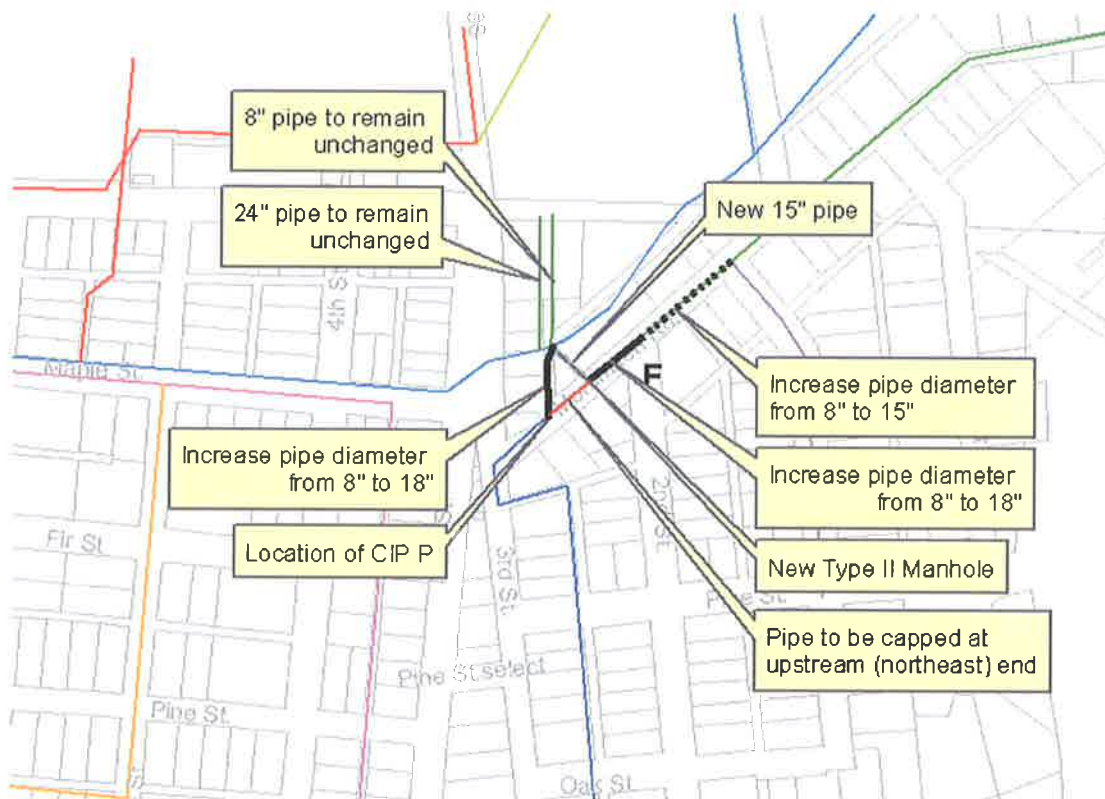


FIGURE 8-6

CIP F

CIP G – 2ND STREET/3RD STREET FROM PINE STREET TO MOMMSEN ROAD (FIGURE 4-3, PIPE RUN T)

The conveyance system that runs between 2nd Street and 3rd Street from Pine Street to MommSEN Road is insufficient per the SewerCAD modeling. Currently, there is 8-inch piping, but the model calls for a 10-inch pipe for the last four pipe segments of the run for the system to have sufficient capacity. The project involves replacing the existing pipe.

Estimated Project Cost: \$232,000



FIGURE 8-7

CIP G

**CIP H – 1ST STREET FROM PINE STREET TO MOMMSEN ROAD
(FIGURE 4-3, PIPE RUN V)**

The furthest downstream pipe (174 linear feet) of the conveyance system that runs along 1st Street from Pine Street to Mommsen Road is insufficient per the SewerCAD modeling. Currently there is 8-inch piping, but the model calls for a 10-inch pipe for the system to have sufficient capacity. The project involves replacing the existing pipe.

Estimated Project Cost: \$75,000

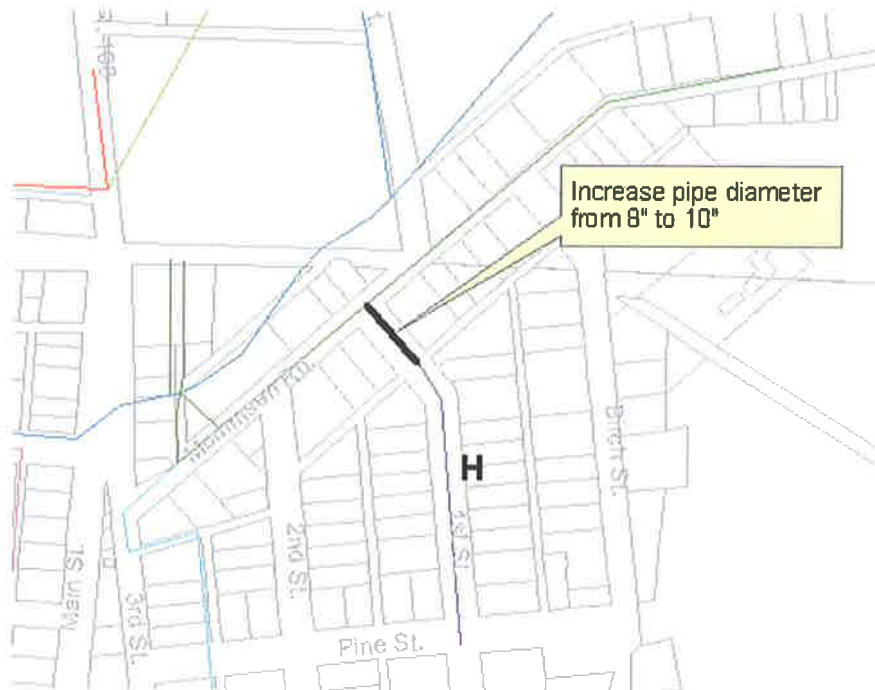


FIGURE 8-8

CIP H

CIP J – FIR STREET AT 5TH STREET (CHAPTER 4, CITY PROBLEM 1)

Flooding is occurring in the ditch along West Fir Street at South 5th Street. There is possible clogging at the ditch outlet or at a location further downstream. The project involves investigating, performing maintenance, and potentially repairing the ditch. This CIP is associated with CIP D.

Estimated Project Cost: \$0 (included in CIP D)

CIP K – FOSTER PROPERTY (CHAPTER 4, CITY PROBLEM 2)

The runoff from the alley of 5th Street is causing flooding on the Foster property (auto shop) along 5th Street near Maple Street. The project involves investigating the source of flooding and preparing a solution. At this time, the source of flooding is unknown, but may be reduced or eliminated when CIP C and/or CIP D are completed.

Estimated Project Cost: \$20,000

CIP L – 5TH STREET/6TH STREET AND MAPLE STREET (CHAPTER 4, CITY PROBLEM 3)

Flooding is occurring between 5th Street and 6th Street on Maple Street. It is believed that the storm drainage line at this location has joints that are separated and extensive root intrusions occurring at several locations which are causing flooding. This project is associated with CIP C and should be alleviated with the completion of CIP C.

Estimated Project Cost: \$0 (included in CIP C)

CIP M – 6TH STREET AND HEMLOCK STREET (CHAPTER 4, CITY PROBLEM 4)

Localized ponding is occurring that may be caused by a failing French drain at 6th Street and Hemlock Street in the alley. The French drain is currently discharging to an adjacent wetland. The project involves investigating and potentially cleaning and/or repairing the French drain.

Estimated Project Cost: \$20,000

CIP N – 5TH STREET AND PINE STREET (CHAPTER 4, CITY PROBLEM 5)

The three catch basins located at corners of the 5th Street and Pine Street intersection do not effectively collect runoff. The project involves investigating and potentially regrading the road for the catch basins to be effective. This CIP is associated with CIP D.

Estimated Project Cost: \$20,000

CIP P – MOMMSEN ROAD AND 3RD STREET (CHAPTER 4, CITY PROBLEM 6)

Surcharging is occurring at the manhole along Mommsen Road just east of Main Street (behind the Shell station). This is thought to be caused by the 135-degree pipe turn at the downstream manhole located at the intersection of Mommsen Road and the alley east of 3rd Street. A solution for this project would be to install a new manhole and pipe run just northeast of the existing manhole and run the pipe directly to the 54-inch culvert (see

Figure 8-6). This would remove the severe turn and alleviate the surcharging occurring at this location. CIP F is associated with this CIP item.

Estimated Project Cost: \$0 (included in CIP F)

CIP Q – MAIN STREET/4TH STREET AND MAPLE STREET (CHAPTER 4, CITY PROBLEM 7)

An 8-inch pipe located between Main Street and 4th Street along Maple Street surcharges. This deficiency will be corrected when CIP B is constructed, which should eliminate the surcharging.

Estimated Project Cost: \$0 (included in CIP B)

CIP R – SUMMIT ROAD INFILTRATION POND (CHAPTER 4, CITY PROBLEM 8)

The overflow for the infiltration pond located at the north end of North Summit Road has been covered by a sidewalk. The overflow is still functioning and outfalls to a ditch (water flows underneath the sidewalk), but on occasion has malfunctioned from severe storms. A potential solution for this deficiency would be to construct an alternate overflow to discharge to the large ditch adjacent to the railroad. Consultation with PSPRR will be required.

Estimated Project Cost: \$20,000

CIP S – STORMWATER POND (CHAPTER 4, CITY PROBLEM 9)

Stormwater pond at north end of the City adjacent to the corporate limits is flooding. The adjacent creek located in the County has been observed to be flowing into the pond. A stormwater infrastructure solution, such as raising the pond walls or replacing the undersized culvert, must be developed for this site so that flooding no longer occurs. The project involves investigating and working with Grays Harbor County to increase the size of the existing undersized culverts.

Estimated Project Cost: \$20,000

CIP T – STORMWATER POND OWNERSHIP (CHAPTER 4, CITY PROBLEM 10)

Evergreen Heights, Cedar Heights, and Summit II developments have a stormwater facility owned by residents. It is recommended that the development with a stormwater pond pay a surcharge for the City to maintain facilities as opposed to the residents maintaining facilities on their own. The project involves approaching the developments, transferring ownership, if necessary, and preparing an annual maintenance schedule.

Annual maintenance costs assume a detention pond and water quality feature at each development.

Estimated Project Cost: \$5,000

CIP U – MAPLE STREET CULVERTS (CHAPTER 4, CITY PROBLEM 11)

Fish have needed to be removed from the upstream barriers of the 54- to 60-inch culverts that run down Maple Street in the past. The project involves replacing the existing bar screen with a screen more conducive to fish passage.

Estimated Project Cost: \$5,000

CIP V – WILDCAT CREEK AT STATE ROUTE 108 (CHAPTER 4, CITY PROBLEM 12)

Wildcat Creek occasionally overflows where State Route 108 crosses over the creek. The project involves coordinating with WSDOT to correct the problem by replacing the existing culvert or seasonal maintenance of the area of the crossing.

Estimated Project Cost: \$5,000

CIP W – 1ST STREET AND MOMMSEN ROAD (CHAPTER 4, CITY PROBLEM 13)

Flooding is occurring in the roadside ditches along South 1st Street, north of Mommsen Road. There is currently no outlet to the ditch. The project involves investigating tying the ditch into the conveyance system in Mommsen Road.

Estimated Project Cost: \$7,000

CIP Y – SUMMIT ROAD (CHAPTER 4, RESIDENT PROBLEM 14)

Sheet flow from Summit Road is flooding adjacent residences during larger storm events. There is an 8-inch storm drain on the west side of Summit Road. A potential solution would be to install a barrier curb to direct flow to multiple catch basins which are connected to the existing storm drain line. The City could also locate the nearest storm drainage manhole and install a grate to allow for additional flow to enter the system. The project also involves investigating the potential for modification of existing storm lines to collect flows from Summit Road.

Estimated Project Cost: \$40,000

CIP Z – 356 BIRCH STREET (CHAPTER 4, RESIDENT PROBLEM 15)

Stormwater sheet flows from the adjacent upstream properties, flows through the garage and property, and onto the fronting street. The project involves investigation of the problem by City staff and potential recommendations for homeowner improvements, such as intercepting flows with a French drain and routing flows along the property line to discharge on Birch Street.

Estimated Project Cost: \$2,000

CIP AA – 717 WEST SIMPSON AVENUE (CHAPTER 4, RESIDENT PROBLEM 16)

Stormwater and the deteriorating roadway are creating flooding problems along the alley frontage of the property. Larger storm events continue to deteriorate the alley. Properties with noninfiltrative soils have ponding on properties. The project involves investigating the problems and potential repair of the road.

Estimated Project Cost: \$2,000

CIP BB – 154 MILLER LANE (CHAPTER 4, RESIDENT PROBLEM 17)

During larger storms, stormwater sheet flows from the adjacent upstream properties and floods the crawl spaces of several homes along Miller Lane. The project involves investigation of the problem by City staff and potential recommendations for homeowner improvements and/or grading to alleviate the problem.

Estimated Project Cost: \$2,000

CIP CC – 425 SOUTH 1ST STREET (CHAPTER 4, RESIDENT PROBLEM 18)

Flooding is occurring due to runoff from the adjacent upstream properties and right-of-way flowing down onto the property during average rain events. The property has had 2 to 4 inches of standing water during heavy rain events. Drywells have been installed to collect upstream runoff and runoff from the alley behind the residences. The drywell in the alley has failed at times, with water flowing back out of the drywell. A private drain pipe has been installed behind the residences to reroute this runoff, but if the drywell for the upstream residences failed as the alley drywell did, property damage would ensue. The project involves investigating the problem and potential drywell maintenance. Routing flows to the storm pipe in 1st Street may be required.

Estimated Project Cost: \$10,000

CIP DD – 220 SOUTH 6TH STREET (CHAPTER 4, RESIDENT PROBLEM 19)

The property experiences standing water on undeveloped portions of the property that does not drain. The previous owner of the property experienced water in the garage a on a few occasions in the past. The project involves City investigation of the storm system at the intersection of West Fir Street and 6th Street to identify the configuration of the existing system and identify recommendation for improvements.

Estimated Project Cost: \$2,000

CIP EE – 400 SOUTH 3RD STREET (CHAPTER 4, RESIDENT PROBLEM 20)

Runoff is flowing across and depositing sediment on the property. Existing storm drainage conveyance systems are located on 3rd Street and also along the alley to the east of 3rd Street. The project involves City investigation of the problem to determine whether the ditch can be tied into either of the adjacent storm systems. If a conveyance system along the alley can be used, the project should be completed with CIP G.

Estimated Project Cost: \$20,000

SUMMARY

Tables 8-1, 8-2, and 8-3 summarize the recommended capital improvements for the 0- to 6-year, 7- to 12-year and 13+-year plans, respectively. Cost estimates are provided in Appendix D. Annual CIP totals in Tables 8-1, 8-2, and 8-3 are the total project costs in the year they are constructed and do not reflect annual budgeting amount; annual cost breakdowns are provided in Chapter 9. Please note that CIP T was included in all tables, since this project is an ongoing maintenance project. The 2011 project costs are escalated 4 percent per year to estimate future costs.

Since site-specific survey was conducted for the compilation of this plan, any recommended capital improvement project resulting from this plan needs to include surveys in order to ensure the most accurate and effective design for the project. All recommended projects assume that the existing slope will be utilized in the future. However, the optimal slope should be analyzed in order to provide maximum pipe capacity.

The projects presented here are identified from City and resident input as well as deficiencies found during modeling. CIP priorities for modeled pipe runs are decided by the severity of the capacity deficiency as well as the length of pipe required to be replaced for each system. The remaining projects are ranked based on the severity of the problem. Other drainage problems will arise in the future and will need to be addressed at that time. The Stormwater Management Plan will need to be updated as development and regulatory requirements change.

TABLE 8-1

Capital Improvements: 2011 to 2017

Capital Improvement Project	Current Cost	2011	2012	2013	2014	2015	2016	2017
Pipe Replacement								
CIP F (CIP P)	\$214,000						\$256,800	
Maintenance/Investigation								
CIP K	\$ 20,000			\$ 21,600				
CIP M	\$ 20,000				\$22,400			
CIP N	\$ 20,000					\$23,200		
CIP T	\$ 5,000	\$5,000	\$ 5,200	\$ 5,408	\$ 5,624	\$ 5,849	\$ 6,083	\$ 6,327
CIP U	\$ 5,000						\$ 6,000	
CIP V	\$ 5,000							\$ 6,200
CIP Z	\$ 2,000							\$ 2,480
CIP AA	\$ 2,000						\$ 2,400	
CIP BB	\$ 2,000						\$ 2,400	
CIP Total		\$5,000	\$5,200	\$27,008	\$28,024	\$29,049	\$273,683	\$15,007

(1) Future costs were calculated using an annual inflation rate of 4 percent.

(2) See Table 9-1 for annual cost breakdowns.

TABLE 8-2

Capital Improvements: 2018 to 2024

Capital Improvement Project	Current Cost	2018	2019	2020	2021	2022	2023	2024
Pipe Replacement								
CIP B (CIP Q)	\$ 795,000			\$1,081,200				
CIP C (CIP L)	\$1,219,000							\$1,852,880
Maintenance/Investigation								
CIP T (Annual)	\$ 5,000	\$6,580	\$ 6,843	\$ 7,117	\$ 7,401	\$7,697	\$8,005	\$ 8,325
CIP W	\$ 7,000		\$ 9,240					
CIP CC	\$ 10,000			\$ 13,600				
CIP DD	\$ 2,000				\$ 2,800			
CIP Total		\$6,580	\$16,083	\$1,101,917	\$10,201	\$7,697	\$8,005	\$1,861,205

(1) Future costs were calculated using an annual inflation rate of 4 percent.

TABLE 8-3

Capital Improvements: 2025 and Beyond

Capital Improvement Projects	Current Cost	2025+ Cost
Pipe Replacement		
CIP D (CIP J, CIP N)	\$454,000	\$ 708,240+
CIP E	\$193,000	\$ 301,080+
CIP G	\$232,000	\$ 361,920+
CIP H	\$ 75,000	\$ 117,000+
Maintenance/Investigation		
CIP A	\$100,000	\$ 156,000+
CIP R	\$ 20,000	\$ 31,200+
CIP S	\$ 20,000	\$ 31,200+
CIP T	\$ 5,000	\$ 8,658+
CIP Y	\$ 40,000	\$ 62,400+
CIP EE	\$ 20,000	\$ 31,200+
CIP Total		\$1,808,898

(1) Future costs were calculated using an annual inflation rate of 4 percent.

CHAPTER 9

FINANCIAL REVIEW

Historically, general revenues from property taxes have financed stormwater management programs. Revenue from these types of taxes tends to be inadequate to fund necessary stormwater management services. As discussed in Chapter 7, the estimated annual operation and maintenance expenditures, not including capital projects, for the stormwater system is \$46,800. In the 6-year plan, the City projects annual expenditures for capital project expenditures vary between \$5,000 to approximately \$42,500. This assumes City and low-interest loan funds (see Table 9-1). The City estimates \$350,000 for major equipment purchases, which is proposed to be acquired in 2020. The City's general revenues are not adequate to support the planned stormwater expenses.

The financial resources available to the City to fund the operation and maintenance and capital improvements, other than general revenue from property taxes, include service charges, system development charges (SDCs), general facilities charges (GFCs) or connection charges, and grants and loans.

This chapter provides a summary of potential funding sources. The City has formed a stormwater utility to fund ongoing operation and maintenance and capital improvements. A 6-year and 20-year budget forecast and rate recommendation required to fund the planned stormwater program are provided.

GRANT AND LOAN PROGRAMS

Grants and loans can be used to fund capital improvement projects, but cannot be used to fund operation and maintenance. Within the State of Washington, there are several grant and loan funds available for capital improvements. Among these are the Public Works Trust Fund (PWTF), Centennial Clean Water Fund (CCWF), the State Revolving Fund (SRF), and Flexline. The various grant and loan programs are briefly described below.

DEBT FINANCING

Two forms of debt financing are available for capital improvements including general obligation (G.O.) bonds and revenue bonds. G.O. bonds are backed by the "full faith and credit of the City" and are paid for through property tax levies. These bonds require voter approval before they can be implemented. A less common means of financing capital improvements associated with stormwater projects is through the use of revenue bonds. The City, like other municipalities, is capable of issuing tax-exempt bonds. The principal and interest of such bonds are repaid from revenue generated from a utility, such as a water, sewer, or stormwater. This type of funding may be offered without voter approval. However, in order to qualify to sell revenue bonds, the City must establish that its net operating income is equal to or greater than its debt coverage factor, typically 1.4,

multiplied by the annual principal and interest due for all outstanding bonded indebtedness. Utility rates have to be set high enough to ensure revenue bond repayment.

STORMWATER UTILITIES

RCW Chapter 35.67 allows the City to form a stormwater management utility to provide for the planning, development, management, operation, maintenance, use, and improvement of the storm drainage system. A utility is an enterprise that is operated or regulated by a government entity. The enterprise funds are predominantly self-sustaining and account for the acquisition, operation, and maintenance of governmental facilities.

The City of McCleary stormwater utility formation and rate structure is codified in MMC Chapter 13.32. The current residential rate is set at \$4.00 per month per residence. The multifamily, commercial, and industrial rate is set at \$4.00 per month plus \$1.50 per 3,000 square feet of impervious surface. The current connection charge is \$559.20.

The monthly utility rate is a fee levied by the City upon all developed property within the City's boundary. These charges may provide revenue for the stormwater operation and maintenance expenditures, depreciation of existing facilities, and existing customer's share of capital improvements. The connection charge is typically based on the value of the existing system and includes the future customers' share of the existing storm drainage system. Connection charges can be used to fund major capital improvements.

Most stormwater management utility fees are based on the impervious cover on a parcel of land because the amount of impervious cover is directly proportional to the volume of stormwater runoff from a given area. The methodology used to develop McCleary's stormwater utility rate assumes that all single-family residential units are one ERU. An ERU is a measure of impervious surface; land covered by building, pavement, or other non-permeable surface, and is defined as being equal to 3,000 square feet of impervious surface. Charges to other types of customers include a monthly base rate and additional charges in relation to the amount of impervious surface.

The total number of ERUs in the City will be used to determine the monthly service charge required to support the operation and maintenance program and planned capital improvements. The total amount collected by the City for stormwater utilities was \$38,000 in 2010 (approximately \$3,167 per month). There are currently 704 ERUs within the City charged \$4 per month, and an additional \$1.50 charge on 343 non-single family units for every 3,000 sf of impervious surface over the base 3,000 sf of impervious surface.

CAPITAL IMPROVEMENT PLAN

The recommended capital improvements for the stormwater utility are detailed in Chapter 8. The list of projects planned to be completed in the 6-year planning horizon are shown in Table 9-1. Recommended schedule for implementation, their costs in

dollars in the year planned, and their costs adjusted for a 4 percent annual inflation factor for the year they are scheduled to be constructed are also shown. CIP F is shown as financed by a PWTF loan, which assumes a 10 percent down payment in the year the project is planned, and 1 percent interest plus principal payment for 20 subsequent years.

TABLE 9-1

Planned Capital Improvements Expenditures: 2011 to 2017

Capital Improvement Projects	Current Cost	2011 Cost	2012 Cost	2013 Cost	2014 Cost	2015 Cost	2016 Cost	2017 Cost	Work Done By	Funding
Pipe Replacement										
CIP F (CIP P)	\$214,000						\$ 25,680	\$ 13,867	Contractor	PWTF Loan
Maintenance/Investigation										
CIP K	\$ 20,000			\$21,600					City	City Funded
CIP M	\$ 20,000				\$22,400				City	City Funded
CIP N	\$ 20,000					\$23,200			City	City Funded
CIP T (Annual)	\$ 5,000	\$5,000	\$5,200	\$ 5,408	\$ 5,624	\$ 5,849	\$ 6,083	\$ 6,327	City	City Funded
CIP U	\$ 5,000						\$ 6,000		City	City Funded
CIP V	\$ 5,000							\$ 6,200		
CIP Z	\$ 2,000							\$ 2,480	City	City Funded
CIP AA	\$ 2,000						\$ 2,400		City	City Funded
CIP BB	\$ 2,000						\$ 2,400		City	City Funded
Administrative										
CIP T	\$ 0								N/A	N/A
Annual Total		\$5,000	\$5,200	\$27,008	\$28,024	\$29,049	\$42,563	\$28,874		

- (1) Future costs were calculated using an annual inflation rate of 4 percent.
- (2) CIP F assumes a 20-year, 1 percent interest loan with 10 percent down.
- (3) See Table 9-6 for all City expenditures.

OPERATION AND MAINTENANCE AND EQUIPMENT PURCHASE

The annual stormwater operation and maintenance cost and equipment purchase list was developed in Chapter 8. The proposed annual operation and maintenance labor cost was determined to be \$46,800, as shown in Table 9-2. Table 9-3 shows the City's proposed equipment purchases in the next 6 years.

TABLE 9-2

Proposed Annual Operation and Maintenance Expenses

Activity	Production Unit	Number of Units	Personnel Required	Recommended Schedule	Hours	City or Contractor	Cost/Hr ⁽¹⁾	Est. Annual Cost
Clean Catch Basins	30/day	439	2 persons	1/year	240	City	\$64	\$ 1,920
Ditch Mowing	650 ft/day	12,000 ft	1 person	3/year	450	City	\$32	\$14,400
Ditch Maintenance (sediment removal and maintenance)	3,000 ft/day	12,000 ft	2 persons	1/year	30 (crew)	City	\$64	\$ 1,920
Storm Pipe	1,000 ft/day	15 miles	2 persons	1/5 of system/year	128 (crew)	City	\$64	\$ 8,192
Miscellaneous Repairs	—	—	40 hrs/month	As needed	480	City	\$32	\$15,360
Stormwater Pond Maintenance								\$ 5,000
Total Est. Stormwater O&M Labor Costs								\$46,800

(1) Assumes salary average of \$22 per hour plus 46 percent benefits is equal to \$32 per hour.

TABLE 9-3

Planned Equipment Purchases

Equipment	Planned Date of Purchase	Cost
Vactor Truck	2020	\$350,000

(1) Bank loan for equipment purchase assumes a 5-year, 6 percent interest loan with a 20 percent down payment.

SERVICE CHARGE DETERMINATION

As stated previously, the current residential rate is set at \$4.00 per month per residence. The multi-family, commercial, and industrial rate is set at \$4.00 per month plus \$1.50 per 3,000 square feet of impervious surface. The City's goal is to maintain a cash balance equal to 2 months of operating expenses in the utility fund.

The analysis in Table 9-4 assumes the capital improvement projects from Table 9-2 are funded from monthly service rates, connection charges, and a low-interest loan from the PWTF program where necessary. Use of these low-interest loans may be financially favorable to self-financing as long as the interest costs of the loans are less than the interest that can be earned from reserve funds. The CIPs not funded by the PWTF loan would be covered by City funds collected from rates and connection charges.

The budget forecast assumptions are included in Table 9-4. The stormwater utility expenses included in Table 9-5 are taken from the 2010 budget.

TABLE 9-4

Budget Forecast Assumptions and Baseline Operating Costs

Item	Assumption
ERUs	704
NSF additional charge over 3,000 sf imp surface	343
Escalation Factors	
Growth (single family)	0.5%
Inflation	4.0%
Construction Cost Inflation	4.0%
Investment Interest	1.5%
Revenue Bond	4.0%
Cost of Living Allowance	4.0%
Benefits Annual Increase	4.0%
Taxes	
State Excise Tax	1.8%

(1) NSF: non-single family

Table 9-5 lists operating expenses budgeted for 2011. Recommended CIP costs are not included.

TABLE 9-5
Projected Operating Expenses

Expenditures	2011
Salaries	\$19,300
Benefits (46% of direct salaries)	\$ 9,500
Seasonal Workforce Salaries (existing)	\$ 0
Supplies	\$ 2,000
Supplies Office	\$ 300
Professional Services	\$15,000
Communications	\$ 300
Repair and Maintenance	\$ 1,000
External Taxes (1.8%)	\$ 500
Capital Outlay – Building	\$ 800
Capital Outlay – Other Improvements	\$ 3,000
Capital Outlay – Equipment	\$ 7,500
Debt Service	\$10,000
Total	\$69,200

PRELIMINARY RATE ANALYSIS

Table 9-6 presents a preliminary rate analysis based on the recommended project financing. The preliminary rate analysis is based on the following assumptions:

1. The rate of growth in the number of ERUs is 0.5 percent per year.
2. Connection charges are collected for the annual increase in ERUs. The current connection charge is \$559.20.
3. The operation and maintenance costs increase at 4 percent per year.
4. The utility has a \$48,000 balance at the start of 2011 (based on City of McCleary 2011 budget).
5. The project costs are adjusted for inflation assuming 4 percent increase per year.
6. CIP F is financed by one loan from PWTF. The City match is 10 percent of the total project cost and loan terms are 1 percent interest, 20-year payback.

Low-interest loan financing of these projects is not guaranteed. Revenue bond financing will have higher debt service and debt coverage requirements and a resulting higher rate impact. In this analysis, a portion of the City's revenue is obtained from growth-related revenue sources such as connection fees and increased service rate revenue. If the expected growth does not occur or if low-interest loan financing is not obtained, the City must find alternate sources of revenue or delay the construction of capital improvements.

Based on these assumed project completion dates and method of financing in Table 9-1, it appears the stormwater utility rates would need to be increased to \$7 per month per ERU in 2012, \$10 per month per ERU in 2013 and a \$1 per year per ERU increase through 2017. This steep rate increase is due to the historically low stormwater utility rate the City has had, and will allow revenues to correspond with the increase in expenditures over the years and to fund the proposed stormwater projects.

This plan identifies many planned capital improvements; however, many are not scheduled to occur within the next 6 years. Table 9-6 lists projects scheduled for construction by 2016. All capital costs have been inflated to the year planned using 4.0 percent annual inflation. While utility capital construction costs have been recently increasing at a rate higher than 4 percent, this analysis uses 4 percent since it more closely reflects average inflation.

TABLE 9-6

Preliminary Rate Analysis

	Year	2011	2012	2013	2014	2015	2016	2017
Beginning Fund		\$48,000	\$12,566	\$6,391	\$3,932	\$ 9,007	\$ 31,612	\$ 49,260
ERUs ⁽¹⁾		704	708	711	715	718	722	725
NSF addit'l charge for over 3,000 sf impervious surface ⁽¹⁾		343	345	346	348	350	352	353
Monthly Service Rate		\$ 4	\$ 7	\$ 10	\$ 11	\$ 12	\$ 13	\$ 14
NSF additional charge		\$ 1.50	\$ 3.00	\$ 3.50	\$ 4.00	\$ 4.50	\$ 5.00	\$ 5.50
Total Service Rate		\$39,966	\$71,841	\$99,877	\$111,041	\$122,314	\$133,697	\$145,190
Total Revenue		\$39,966	\$71,841	\$99,877	\$111,041	\$122,314	\$133,697	\$145,190
Yearly O&M ⁽²⁾		\$41,800	\$43,472	\$45,211	\$ 47,019	\$ 48,900	\$ 50,856	\$ 52,890
Purchases		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Supplies		\$18,600	\$19,344	\$20,118	\$ 20,992	\$ 21,759	\$ 22,630	\$ 23,535
Existing Debt Services		\$10,000	\$10,000	\$10,000	\$ 10,000	\$ 0	\$ 0	\$ 0
Total Expense		\$70,400	\$72,816	\$75,329	\$ 77,942	\$ 70,659	\$ 73,486	\$ 76,425
Capital Reserve		\$17,566	\$11,591	\$30,940	\$ 37,031	\$ 60,662	\$ 91,823	\$118,025
CIP Projects								
CIP F (CIP P) ⁽³⁾		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 25,680	\$ 13,867
CIP K		\$ 0	\$ 0	\$ 21,600		\$ 0	\$ 0	\$ 0
CIP M		\$ 0	\$ 0	\$ 0	\$ 22,400	\$ 0	\$ 0	\$ 0
CIP N		\$ 0	\$ 0	\$ 0		\$ 23,200	\$ 0	\$ 0
CIP T		\$ 5,000	\$ 5,200	\$ 5,408	\$ 5,624	\$ 5,849	\$ 6,083	\$ 6,327
CIP U		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,000	\$ 0
CIP V		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,200
CIP Z		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,480
CIP AA		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,400	\$ 0
CIP BB		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,400	\$ 0
CIP Total - 6-Year		\$ 5,000	\$ 5,200	\$27,008	\$ 28,024	\$ 29,049	\$ 42,563	\$ 28,874
Year End Total		\$12,566	\$ 6,391	\$ 3,932	\$ 9,007	\$ 31,612	\$ 49,260	\$ 89,152

(1) Rate of growth for ERUs and NSF charge is estimated at 0.5 percent per year.

(2) Rate of growth in operation and maintenance and administration costs increased at 4 percent per year.

(3) PWTF loan for CIPs assume a 20-year, 1 percent interest loan with a 10 percent down payment.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: October 21, 2011
Re: L&P Material Purchase

We currently need to replenish some stock Light and Power supplies before the storm season hits that have a total value of approximately \$18,300. Mr. Nott has done his due diligence by contacting three suppliers, receiving written quotes for the miscellaneous items, and ordering the items needed from the supplier that has the "best price". While these items are not specifically for "A" project, we thought it best to be "safe" rather than "sorry" and bring this to your attention again for consideration.

Attached you will find five purchase orders (PO #11935 through #11939) and a summary sheet for your review and approval.

Action Requested:

Please authorize the execution of Purchase Orders #11935 and #11939.

McCleary Light and Power
Material list 9/26

Qty.	Description	HDS	Gen Pac	WESCO
<u>Fuses:</u>				
25	3T Fuse	112.50	86.50	77.50
25	15T Fuse	117.50	86.50	77.50
25	30T Fuse	126.25	103.25	89.75
25	40T Fuse	126.25	103.25	89.75
20	50T Fuse	115.00	82.60	71.80
20	65T Fuse	157.00	131.20	124.40
20	80T Fuse	191.00	153.00	124.40
15	100T Fuse	143.25	135.00	99.30
15	200T Fuse	337.20	420.00	173.45
<u>Pole Line Hardware:</u>				
20	16" Extension Link	195.00		N/Q
250	2.25 Square Washer 6813	67.50		80.00
50	5/8 x 14 Mach Bolt P8814	65.00	85.00	67.00
12	Fuse Block Mtg. Brkt. J24518	129.00	151.20	N/Q
20	Clevis (Macclean F102499)	N/Q		N/Q
12	2-4 Auto Dead End Alum ATD24CB	106.20	149.40	117.72
24	6 - 2/0 Dead End Shoe CU ASO-398-1-N-TP	202.80	240.00	N/Q
24	3/8 Strand vise GDE 1107 or 5102	306.00		N/Q

Connectors:

100	VC 5 #4 Fargo	200.00	178.00	238.00
100	VC 10 #2 Fargo	255.00	280.00	380.00
50	VC 12 2/0 Fargo	190.00	280.00	275.50
100	#6 sol CU to #8 sol CU AWG NICO Sleeve (1-162 x 128J)	80.00		N/Q
100	ICS 72-1 2-4 connector	35.00	39.00	N/Q

PVC:

12	2" 90deg. Sweeps 36"	94.80	72.00	72.60
12	2 1/2" 90deg. Sweeps 36"	138.00	120.00	125.88
12	2 - 2 1/2" Weather Head	N/Q	684.00	755.40
1 case	PVC Glue	7.95 ea		4.82 ea

Wire:

2500'	#2-15KV-EPR-22M-FCN-50MJ Okonite or Prysman (Not KERITE) N/Q		6825.00	N/Q
3000'	#6 AWG MHD CU	1140.00		N/Q
3000'	#4 AWG MHD CU	2091.00		N/Q
250'	3/8 Guy Strand	105.00	686.00	N/Q
150'	#2 SDCU 125' spools	175.25	184.50	N/Q

Underground:

4	3 pos. Load Break Junction 164J3	572.80	529.04	560.24
24	Load Break Elbows LE215A04	609.60	552.00	551.52
10	Parking Stand ISB215	319.50	288.00	304.30
10	Protective End Cap LPC215	181.50	210.00	189.80
10	3KV Lightning Arrestor Cooper UHS03050A1A1B1A	311.00		323.20
10	9KV Lightning Arrestor Cooper UHS09050A1A1B1A	343.50	375.30	313.20

Misc.

13000'

12

200

Poly Pull Line 200 lb. 85612-85

Elastimold Silicone Lubricant SL-5(5.3 oz tubes)

2 1/2" Cinch Clamps

N/Q

83.76

142.00

N/Q

97.20

128.92

N/Q

N/Q

N/Q

Total

9932.56

5380.79

Total

2251.51

1886.37

Wire

6825.00



City of McCleary
Home of the McCleary Bear Festival

100 South 3rd Street
McCleary, WA 98557
Phone: 360-495-3863
Fax: 360-495-3097

PURCHASE ORDER

CITY OF McCLEARY

P.O. NO. 11939
DATE October 21, 2011
CUSTOMER ID

VENDOR HD SUPPLY

SHIP TO City of McCleary

100 S 3rd St

McCleary, WA 98557

ORDERED BY	SHIPPING TERMS	DELIVERY DATE
NOTT		

QTY ORDERED	QTY RECVD	DESCRIPTION	DEPT	UNIT PRICE	LINE TOTAL
250.00		2.25 SQUARE WASHER		\$ 0.27	\$ 67.50
50.00		5/8 X 14 MACH BOLT P8814		1.30	65.00
12.00		FUSE BLOCK MTG BRKT. J24518		10.75	129.00
12.00		2-4 AUTO DE AL ATD24CB		8.85	106.20
24.00		6-2/0 DE SHOE CU ASO 398-1-N-TP		8.45	202.80
24.00		3/8 STRAND VISE 5102		12.75	306.00
20.00		14" EXT LINK CEL-14		9.75	195.00
100.00		VC 10 #2 FARGO CONN		2.55	255.00
50.00		VC 12 2/0 FARGO CONN		3.80	190.00
100.00		#6SOL CU TO #8 SOL CU NICO		0.80	80.00
100.00		ICS 72 2-4 CONN		0.35	35.00
250.00		3/8 GUY STRAND		0.42	105.00
150.00		#2 SDCU 125' SPOOLS		1.18	176.25
10.00		PRO END CAPS LPC215		18.15	181.50
10.00		3KV ARRESTER UHS03030A1A1B1A		31.10	311.00
12.00		NOVAGUARD G623		6.98	83.76

SUBTOTAL	\$ 2,489.01
SALES TAX	209.08
TOTAL	\$ 2,698.09

- Please send two copies of your invoice.
- Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Please notify us immediately if you are unable to ship as specified.
- Send all correspondence to:

CITY OF McCLEARY
100 South 3rd Street
McCleary, WA 98557
360-495-3863
360-495-3097

Authorized by

Date

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE
ESTABLISHMENT OF THE REGULAR TAX LEVY FOR
THE YEAR 2011 FOR COLLECTION IN THE YEAR
2012; 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 2012.

2. At a public hearing on Wednesday, October 26, 2011, 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 for the 2012 calendar year

3. Based upon the information provided by the Office of the County Assessor, the City's actual annual ad valorem levy amount from the previous year was _____. Further, that a 1% increase would equal \$ _____.

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

5. 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.

6. The action carried forth by the Ordinance is based upon a Council finding that 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.

7. 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 for the levy to be collected in the year 2011. The dollar amount of

the increase directed by this section over the actual levy amount from the previous year is estimated to be \$_____, 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 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.

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

PASSED THIS _____ DAY OF _____, 2011, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2011.

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

SIGNED AND SWORN to before me this _____ day of _____, 2011, by WENDY COLLINS.

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



HAROLD LeMAY ENTERPRISES, INC.

4201 OLYMPIC HIGHWAY EAST
ABERDEEN, WASHINGTON 98520
Phone 360-533-1251

October 10, 2011

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

Re: Contract for Garbage, Recyclables and Yard Waste Collection

Dear Mayor Gary Dent and Council Members:

Harold LeMay Enterprises, Inc. respectfully requests the garbage and recycling rates be adjusted effective January 1, 2012 as allowed in Item 32 of the City of McCleary/Harold LeMay Enterprises, Inc. Contract for Garbage, Recyclables and Yard Waste Collection.

The Consumer Price Index for one year ending June 2011 has increased 2%. The contract allows 80% of the CPI for a 1.6% overall increase in the existing rate.

Grays Harbor County is increasing the disposal fee at the Grays Harbor Central Transfer Station effective January 1, 2012. The disposal fee will increase by \$2.25 a ton. The current rate of \$85.25 per ton will change to \$87.50.

Jeff Harwood and I would like to schedule a meeting to discuss the request. I can be reached at (360) 791-1547 or jdelcox@msn.com. It's always a pleasure working with the City.

Your consideration is appreciated. Please contact me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "Delroy Cox".

Delroy Cox
JDEL Consulting

Cc: Jeff Harwood, District Operations Mgr.
Wendy Collins, Clerk-treasurer

DIVISION OF HAROLD LeMAY ENTERPRISES, INC.

Member of:
National Solid Waste Management Association
Washington Refuse and Recycling Association

CITY: McCLEARY 2012 RATE INCREASE

JANUARY 1, 2012

CPI-1st half 2010/ 1st half 2011 = $1+(226.195/230.815)-1=0.02$
 Contract Adjustment 80% X 0.02 = 0.016 (1.6%)

Disposal Increase \$2.25 / 2000 lbs = \$0.001125 per pound
 (65 gal = 64 lbs & 95 gal = 96 lbs) (1 cubic yard = 180 lbs)

Item I.

Service	2011 Rate	CPI-ADJ	Disposal	2012 Rate
1. (1) 65/30 gallon Monthly	\$ 9.72	\$ 0.16	\$ 0.04	\$ 9.91
2. (1) 65 gallon Monthly	\$ 13.24	\$ 0.21	\$ 0.07	\$ 13.52
3. (1) 65-gallon EOW	\$ 18.11	\$ 0.29	\$ 0.16	\$ 18.56
4. (1) 65-gallon Weekly	\$ 27.62	\$ 0.44	\$ 0.31	\$ 28.37
5. Additional 65 gal each	\$ 8.37	\$ 0.13	\$ 0.07	\$ 8.58
6. (1) 90-gallon Monthly	\$ 14.86	\$ 0.24	\$ 0.11	\$ 15.21
7. (1) 90-gallon EOW	\$ 24.72	\$ 0.40	\$ 0.23	\$ 25.35
8. (1) 90-gallon Weekly	\$ 35.16	\$ 0.56	\$ 0.47	\$ 36.19
9. Additional 95 gal each	\$ 11.89	\$ 0.19	\$ 0.11	\$ 12.19
Return Trips, 60 or 90 gallons	\$ 12.50	\$ 0.20		\$ 12.70

Item II.

Extra container: boxes, bags or cans not to exceed 30 gallons, each unit	\$ 3.86	\$ 0.06	\$ 0.04	\$ 3.96
---	---------	---------	---------	---------

Item III.

Minimum monthly charge for commercial Commercial Cart Service	\$ 18.11	\$ 0.29	\$ 0.23	\$ 18.63
1. (1) 65-gallon EOW	\$ 18.11	\$ 0.29	\$ 0.16	\$ 18.56
2. (1) 65-gallon Weekly	\$ 27.62	\$ 0.44	\$ 0.31	\$ 28.37
3. (1) 90-gallon EOW	\$ 24.72	\$ 0.40	\$ 0.23	\$ 25.35
4. (1) 90-gallon Weekly	\$ 35.16	\$ 0.56	\$ 0.47	\$ 36.19
Return Trips, 60 or 90 gallons	\$ 12.50	\$ 0.20		\$ 12.70
Cart roll out charge each 5 to 25 ft	\$ 2.30	\$ 0.04		\$ 2.34
For each added 25 ft	\$ 1.45	\$ 0.02		\$ 1.47

Item IV.

Item E. Quantity and commercial rates

Commodity	2011 Rate	CPI-ADJ	Disposal	2012 Rate
1 cubic yard box				
One pickup per week	\$ 79.91	\$ 1.28	\$ 0.88	\$ 82.07
Each additional dump per week	\$ 67.62	\$ 1.08	\$ 0.88	\$ 69.58
Special or Additional pickup each	\$ 25.99	\$ 0.42	\$ 0.20	\$ 26.61

1.5 cubic yard box					
One pickup per week	\$ 123.38	\$ 1.97	\$ 1.32	\$ 126.67	
Each additional dump per week	\$ 107.82	\$ 1.73	\$ 1.32	\$ 110.86	
Special or Additional pickup each	\$ 36.85	\$ 0.59	\$ 0.30	\$ 37.74	
2 cubic yard box					
One pickup per week	\$ 157.85	\$ 2.53	\$ 1.75	\$ 162.13	
Each additional dump per week	\$ 132.35	\$ 2.12	\$ 1.75	\$ 136.22	
Special or Additional pickup each	\$ 47.40	\$ 0.76	\$ 0.41	\$ 48.56	
3 cubic yard box	2011 Rate	CPI-ADJ	Disposal		
One pickup per week	\$ 206.55	\$ 3.30	\$ 2.63	\$ 212.49	
Each additional dump per week	\$ 179.37	\$ 2.87	\$ 2.63	\$ 184.87	
Special or Additional pickup each	\$ 63.55	\$ 1.02	\$ 0.61	\$ 65.17	
4 cubic yard box					
One pickup per week	\$ 276.63	\$ 4.43	\$ 3.51	\$ 284.57	
Each additional dump per week	\$ 247.05	\$ 3.95	\$ 3.51	\$ 254.51	
Special or Additional pickup each	\$ 83.76	\$ 1.34	\$ 0.81	\$ 85.91	
5 cubic yard box					
One pickup per week	\$ 341.80	\$ 5.47	\$ 4.39	\$ 351.66	
Each additional dump per week	\$ 297.12	\$ 4.75	\$ 4.39	\$ 306.26	
Special or Additional pickup per week	\$ 96.29	\$ 1.54	\$ 1.01	\$ 98.84	
6 cubic yard box					
One pickup per week	\$ 405.73	\$ 6.49	\$ 5.26	\$ 417.49	
Each additional dump per week	\$ 365.42	\$ 5.85	\$ 5.26	\$ 376.53	
Special or Additional pickup each	\$ 108.82	\$ 1.74	\$ 1.22	\$ 111.78	
8 cubic yard box					
One pickup per week	\$ -	\$ -	\$ -	\$ -	
One pickup per month	\$ -	\$ -	\$ -	\$ -	
Each additional pickup	\$ -	\$ -	\$ -	\$ -	
Return Trips, Containers	\$ 25.00	\$ 0.40		\$ 25.40	

Item VII.

Permanent Drop Box

20 cubic yard drop box				
First haul each month	\$ 206.20	\$ 3.30		\$ 209.50
Each additional haul	\$ 131.20	\$ 2.10		\$ 133.30
25 cubic yard drop box				
First haul each month	\$ 216.20	\$ 3.46		\$ 219.66
Each additional haul	\$ 136.20	\$ 2.18		\$ 138.38

30 cubic yard drop box				
First haul each month	\$	236.20	\$	3.78
Each additional haul	\$	146.20	\$	2.34
				\$ 239.98
				\$ 148.54

40 cubic yard drop box				
First haul each month	\$	256.20	\$	4.10
Each additional haul	\$	167.20	\$	2.68
				\$ 260.30
				\$ 169.88

Temporary

20 cubic yard drop box				
Delivery	\$	130.20	\$	2.08
Rent per day	\$	4.75	\$	0.08
Each pickup	\$	134.20	\$	2.15
				\$ 132.28
				\$ 4.83
				\$ 136.35

25 cubic yard drop box				
Delivery	\$	130.20	\$	2.08
Rent per day	\$	5.25	\$	0.08
Each pickup	\$	142.20	\$	2.28
				\$ 132.28
				\$ 5.33
				\$ 144.48

30 cubic yard drop box				
Delivery	\$	130.20	\$	2.08
Rent per day	\$	5.75	\$	0.09
Each pickup	\$	155.20	\$	2.48
				\$ 132.28
				\$ 5.84
				\$ 157.68

40 cubic yard drop box				
Delivery	\$	130.20	\$	2.08
Rent per day	\$	6.50	\$	0.10
Each pickup	\$	184.20	\$	2.95
				\$ 132.28
				\$ 6.60
				\$ 187.15

Customer owned compactor

15 cubic yard compactor drop box				
Each scheduled pickup	\$	186.20	\$	2.98
Special pickups	\$	-	\$	-
				\$ 189.18
				\$ -

20 cubic yard compactor drop box				
Each scheduled pickup	\$	191.20	\$	3.06
Special pickup	\$	-	\$	-
				\$ 194.26
				\$ -

24 cubic yard compactor drop box				
Each scheduled pickup	\$	196.20	\$	3.14
Special pickup	\$	-	\$	-
				\$ 199.34
				\$ -

30 cubic yard compactor drop box				
Each scheduled pickup	\$	201.20	\$	3.22
Special pickup	\$	-	\$	-
				\$ 204.42
				\$ -

40 cubic yard compactor drop box				
Each scheduled pickup	\$	226.20	\$	3.62
				\$ 229.82

Special pickup	\$	-	\$	-	\$	-
Drop box mileage chg. One way over 5 mi	\$	-	\$	-	\$	-
Drop box lids per month	\$	12.00	\$	0.19	\$	12.19
Disposal rate per ton	\$	85.25		2.25	\$	87.50

ITEM VIII.

Sprial request container service

1 yard temporary service

Delivery	\$	18.05	\$	0.29	\$	18.34
Rent per day	\$	0.52	\$	0.01	\$	0.53
Each pickup	\$	20.58	\$	0.33	\$	21.11

1.5 yard temporary service

Delivery	\$	18.05	\$	0.29	\$	18.34
Rent	\$	0.52	\$	0.01	\$	0.53
Each pickup	\$	26.84	\$	0.43	\$	27.57

2 yard temporary service

Delivery	\$	18.05	\$	0.29	\$	18.34
Rent	\$	0.52	\$	0.01	\$	0.53
Each pickup	\$	33.70	\$	0.54	\$	34.64

3 yard temporary service

Delivery	\$	-	\$	-	\$	-
Rent	\$	-	\$	-	\$	-
Each pickup	\$	-	\$	-	\$	-

4 yard temporary service

Delivery	\$	-	\$	-	\$	-
Rent	\$	-	\$	-	\$	-
Each pickup	\$	-	\$	-	\$	-

6 yard temporary service

Delivery	\$	-	\$	-	\$	-
Rent	\$	-	\$	-	\$	-
Each pickup	\$	-	\$	-	\$	-

8 yard temporary service

Delivery	\$	-	\$	-	\$	-
Rent	\$	-	\$	-	\$	-
Each pickup	\$	-	\$	-	\$	-

ITEM IX.

Senior Rates

65 or 90 gallon once per month	\$	-	\$	-	\$	-
--------------------------------	----	---	----	---	----	---

Special item collection service (Burning barrel; Appliances- refrigerators add \$30.00 each; Drums)	\$	-	\$	-	\$	-
Special haul rate packer-load & travel time	\$	48.11	\$	0.77	\$	48.88
Loose Material						
1 to 4 cubic Yards	\$	21.19	\$	0.34	\$	21.53
Additional cu yards	\$	15.19	\$	0.24	\$	15.43
Drive-in Charges						
Driveways over 125 feet						
Residential per month	\$	7.40	\$	0.12	\$	7.52
Commercial per pick up	\$	1.70	\$	0.03	\$	1.73

EXHIBIT "A"

CITY OF McCLEARY

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:

Effective Date	1/15/2010	1/15/2011	1/15/2012
----------------	-----------	-----------	-----------

A. RESIDENTIAL

Any extra container (30 gal)	\$	3.86	\$	3.86	\$	3.96
------------------------------	----	------	----	------	----	------

1. Cart Rates

65gallon / 30 gallon insert once per month	\$	9.72	\$	9.72	\$	9.91
--	----	------	----	------	----	------

65 gallon weekly	\$	27.62	\$	27.62	\$	28.37
------------------	----	-------	----	-------	----	-------

65 gallon every other week	\$	18.11	\$	18.11	\$	18.56
----------------------------	----	-------	----	-------	----	-------

65 gallon once per month	\$	13.24	\$	13.24	\$	13.52
--------------------------	----	-------	----	-------	----	-------

Special call - each	\$	8.37	\$	8.37	\$	8.58
---------------------	----	------	----	------	----	------

90 gallon weekly	\$	35.16	\$	35.16	\$	36.19
------------------	----	-------	----	-------	----	-------

90 gallon every other week	\$	24.72	\$	24.72	\$	25.35
----------------------------	----	-------	----	-------	----	-------

90 gallon once per month	\$	14.86	\$	14.86	\$	15.21
--------------------------	----	-------	----	-------	----	-------

Special call - each	\$	11.89	\$	11.89	\$	12.19
---------------------	----	-------	----	-------	----	-------

Return Trips, 60 or 90 gallons	\$	12.50	\$	12.50	\$	12.70
---------------------------------------	----	-------	----	-------	----	-------

B. COMMERCIAL

1. Cart Rates

65 gallon weekly	\$	27.62	\$	27.62	\$	28.37
------------------	----	-------	----	-------	----	-------

65 gallon every other week	\$	18.11	\$	18.11	\$	18.56
----------------------------	----	-------	----	-------	----	-------

90 gallon weekly	\$	35.16	\$	35.16	\$	36.19
------------------	----	-------	----	-------	----	-------

90 gallon every other week	\$	24.72	\$	24.72	\$	25.35
----------------------------	----	-------	----	-------	----	-------

Return Trips, 60 or 90 gallons	\$	12.50	\$	12.50	\$	12.70
--------------------------------	----	-------	----	-------	----	-------

**C. CONTAINER RATES -
Regular Service**

Effective Date		1/15/2010		1/15/2011		1/15/2012
1 cu. Yard	\$	79.91	\$	79.91	\$	82.07
Each additional dump per week	\$	67.62	\$	67.62	\$	69.58
Special Dump	\$	25.99	\$	25.99	\$	26.61
1.5 cu. Yard	\$	123.38	\$	123.38	\$	126.67
Each additional dump per week	\$	107.82	\$	107.82	\$	110.86
Special Dump	\$	36.85	\$	36.85	\$	37.74
2 cu. Yard	\$	157.85	\$	157.85	\$	162.13
Each additional dump per week	\$	132.35	\$	132.35	\$	136.22
Special Dump	\$	47.40	\$	47.40	\$	48.56
3 cu. Yard	\$	206.55	\$	206.55	\$	212.49
Each additional dump per week	\$	179.37	\$	179.37	\$	184.87
Special Dump	\$	63.55	\$	63.55	\$	65.17
4 cu. Yard	\$	276.63	\$	276.63	\$	284.57
Each additional dump per week	\$	247.05	\$	247.05	\$	254.51
Special Dump	\$	83.76	\$	83.76	\$	85.91
5 cu. Yard	\$	341.80	\$	341.80	\$	351.66
Each additional dump per week	\$	297.12	\$	297.12	\$	306.26
Special Dump	\$	96.29	\$	96.29	\$	98.84
6 cu. Yard	\$	405.73	\$	405.73	\$	417.49
Each additional dump per week	\$	365.42	\$	365.42	\$	376.53
Special Dump	\$	108.82	\$	108.82	\$	111.78
Return Trips, Containers	\$	25.00	\$	25.00	\$	25.40

D. Temporary Container Service

Effective Date		1/15/2010		1/15/2011		1/15/2012
Delivery charge	\$	18.05	\$	18.05	\$	18.34
Rental (per day)	\$	0.52	\$	0.52	\$	0.53
1 yard each dump	\$	20.58	\$	20.58	\$	21.11
1.5 Yard each dump	\$	26.84	\$	26.84	\$	27.57
2 Yard each dump	\$	33.70	\$	33.70	\$	34.64

E. Hourly Rate:

Effective Date		1/15/2010		1/15/2011		1/15/2012
Rate (per hour)	\$	48.11	\$	48.11	\$	48.88

F. Loose Material:

Effective Date		1/15/11		1/15/12
1 to 4 cubic yards	\$	21.19	\$	21.53
Additional cu yards	\$	15.19	\$	15.43

G. Charge for carry or roll out:

Effective Date		1/15/11		1/15/12
Resident; monthly 5 to 25 ft	\$	2.30	\$	2.34
For each added 25 ft	\$	1.45	\$	1.47
Commercial; per pick up each 25 ft	\$	0.34	\$	0.35

H. Drive-in Charges:

Effective Date		1/15/11		1/15/12
Drive-ins on driveways over 125 feet				
Residential per month	\$	7.40	\$	7.52
Commercial per pick up	\$	1.70	\$	1.73

I. Drop Box Service:

Effective Date	1/15/11	1/15/12
10/20 yard first pick up per month	\$ 206.20	\$ 209.50
10/20 yard each additional pick up	\$ 131.20	\$ 133.30
25 yard first pick up per month	\$ 216.20	\$ 219.66
25 yard each additional pick up	\$ 136.20	\$ 138.38
30 yard first pick up per month	\$ 236.20	\$ 239.98
30 yard each additional pick up	\$ 146.20	\$ 148.54
40 yard first pick up per month	\$ 256.20	\$ 260.30
40 yard each additional pick up	\$ 167.20	\$ 169.88

J. Temporary Drop Box Service:

10/20 yard initial delivery	\$ 130.20	\$ 132.28
10/20 yard per pick up	\$ 134.20	\$ 136.35
10/20 yard rent per calendar day	\$ 4.75	\$ 4.83
25 yard initial delivery	\$ 130.20	\$ 132.28
25 yard per pick up	\$ 142.20	\$ 144.48
25 yard rent per calendar day	\$ 5.25	\$ 5.33
30 yard initial delivery	\$ 130.20	\$ 132.28
30 yard per pick up	\$ 155.20	\$ 157.68
30 yard rent per calendar day	\$ 5.75	\$ 5.84
40 yard initial delivery	\$ 130.20	\$ 132.28
40 yard per pick up	\$ 184.20	\$ 187.15
40 yard rent per calendar day	\$ 6.50	\$ 6.60

K. Customer Owned Compactor Drop Box

Effective date	1/15/11	1/15/12
15 Yard each scheduled pick up	\$ 186.20	\$ 189.18
20 Yard each scheduled pick up	\$ 191.20	\$ 194.26
24 Yard each scheduled pick up	\$ 196.20	\$ 199.34
30 Yard each scheduled pick up	\$ 201.20	\$ 204.42
40 yard each scheduled pick up	\$ 226.20	\$ 229.82

L. Additional charges

Add disposal to haul charges		
Lids: \$ 12.00 per month		\$ 12.20

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, 2010.

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 614 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 _____, 2011, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2011.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

RESOLUTION NO. _____

A RESOLUTION RELATING TO ADJUSTMENT OF RATES FOR SOLID WASTE COLLECTION; AS SET FORTH IN THE CONTRACT FOR GARBAGE, RECYCLABLES AND YARD WASTE COLLECTION, SECTION 32. RATES AND ADJUSTMENTS, ITEMS A. AND B.; REPEALING RESOLUTION 619 AND ALL RESOLUTIONS IN CONFLICT HEREWITH; AND, MAKING A FINDING IN RELATION TO COMPLIANCE WITH RCW 35A.21.152.

R E C I T A L S:

1. Pursuant to Resolution 619, 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. The Council and Mayor have received a report from Delroy Cox, the authorized representative of LeMay, Inc., as to the changes authorized under the contract entered into between

RESOLUTION - 1

10/20/12

DG/1e

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

the City and the Company. The basic rate changes are based upon the consumer price index mechanism contained within the contract. Certain other rates have been added in recognition of additional services which have been provided or are available.

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:

Effective Date: 1/15/2010 1/15/2011 1/15/2012

A. RESIDENTIAL

Any extra container (30 gal) \$ 3.86 \$ 3.86 \$ 3.96

1. Cart Rates

65gallon / 30 gallon insert once per month \$ 9.72 \$ 9.72 \$ 9.91

65 gallon weekly \$ 27.62 \$ 27.62 \$ 28.37

65 gallon every other week \$ 18.11 \$ 18.11 \$ 18.56

65 gallon once per month \$ 13.24 \$ 13.24 \$ 13.52

Special call - each \$ 8.37 \$ 8.37 \$ 8.58

90 gallon weekly \$ 35.16 \$ 35.16 \$ 36.19

90 gallon every other week \$ 24.72 \$ 24.72 \$ 25.35

90 gallon once per month \$ 14.86 \$ 14.86 \$ 15.21

Special call - each \$ 11.89 \$ 11.89 \$ 12.19

Return Trips, 60 or 90 gallons \$ 12.50 \$ 12.50 \$ 12.70

B. COMMERCIAL

1. Cart Rates

65 gallon weekly \$ 27.62 \$ 27.62 \$ 28.37

65 gallon every other week \$ 18.11 \$ 18.11 \$ 18.56

90 gallon weekly \$ 35.16 \$ 35.16 \$ 36.19

90 gallon every other week \$ 24.72 \$ 24.72 \$ 25.35

RESOLUTION - 3

10/20/12

DS/la

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98567

Return Trips, 60 or 90 gallons \$ 12.50 \$ 12.50 \$ 12.70

**C. CONTAINER RATES -
Regular Service**

Effective Date	1/15/2010	1/15/2011	1/15/2012
1cu. Yard	\$ 79.91	\$ 79.91	\$ 82.07
Each additional dump per week	\$ 67.62	\$ 67.62	\$ 69.58
Special Dump	\$ 25.99	\$ 25.99	\$ 26.61
1.5 cu. Yard	\$ 123.38	\$ 123.38	\$ 126.67
Each additional dump per week	\$ 107.82	\$ 107.82	\$ 110.86
Special Dump	\$ 36.85	\$ 36.85	\$ 37.74
2 cu. Yard	\$ 157.85	\$ 157.85	\$ 162.13
Each additional dump per week	\$ 132.35	\$ 132.35	\$ 136.22
Special Dump	\$ 47.40	\$ 47.40	\$ 48.56
3 cu. Yard	\$ 206.55	\$ 206.55	\$ 212.49
Each additional dump per week	\$ 179.37	\$ 179.37	\$ 184.87
Special Dump	\$ 63.55	\$ 63.55	\$ 65.17
4 cu. Yard	\$ 276.63	\$ 276.63	\$ 284.57
Each additional dump per week	\$ 247.05	\$ 247.05	\$ 254.51
Special Dump	\$ 83.76	\$ 83.76	\$ 85.91
5 cu. Yard	\$ 341.80	\$ 341.80	\$ 351.66
Each additional dump per week	\$ 297.12	\$ 297.12	\$ 306.26
Special Dump	\$ 96.29	\$ 96.29	\$ 98.84
6 cu. Yard	\$ 405.73	\$ 405.73	\$ 417.49
Each additional dump per week	\$ 365.42	\$ 365.42	\$ 376.53
Special Dump	\$ 108.82	\$ 108.82	\$ 111.78

Return Trips, Containers	\$		\$	25.00	\$	25.40
		25.00				

D. Temporary Container Service

Effective Date		1/15/2010		1/15/2011		1/15/2012
Delivery charge	\$	18.05	\$	18.05	\$	18.34
Rental (per day)	\$	0.52	\$	0.52	\$	0.53
1 yard each dump	\$	20.58	\$	20.58	\$	21.11
1.5 Yard each dump	\$	26.84	\$	26.84	\$	27.57
2 Yard each dump	\$	33.70	\$	33.70	\$	34.64

E. Hourly Rate:

Effective Date		1/15/2010		1/15/2011		1/15/2012
Rate (per hour)	\$	48.11	\$	48.11	\$	48.88

F. Loose Material:

Effective Date		1/15/11		1/15/12
1 to 4 cubic yards	\$	21.19	\$	21.53
Additional cu yards	\$	15.19	\$	15.43

G. Charge for carry or roll out:

Effective Date		1/15/11		1/15/12
Resident; monthly 5 to 25 ft	\$	2.30	\$	2.34
For each added 25 ft	\$	1.45	\$	1.47
Commercial; per pick up each 25 ft	\$	0.34	\$	0.35

H. Drive-in Charges:

Effective Date		1/15/11		1/15/12
Drive-ins on driveways over 125 feet				
Residential per month	\$	7.40	\$	7.52
Commercial per pick up	\$	1.70	\$	1.73

I. Drop Box Service:

Effective Date	1/15/11	1/15/12
10/20 yard first pick up per month	\$ 206.20	\$ 209.50
10/20 yard each additional pick up	\$ 131.20	\$ 133.30
25 yard first pick up per month	\$ 216.20	\$ 219.66
25 yard each additional pick up	\$ 136.20	\$ 138.38
30 yard first pick up per month	\$ 236.20	\$ 239.98
30 yard each additional pick up	\$ 146.20	\$ 148.54
40 yard first pick up per month	\$ 256.20	\$ 260.30
40 yard each additional pick up	\$ 167.20	\$ 169.88

J. Temporary Drop Box Service:

10/20 yard initial delivery	\$ 130.20	\$ 132.28
10/20 yard per pick up	\$ 134.20	\$ 136.35
10/20 yard rent per calendar day	\$ 4.75	\$ 4.83
25 yard initial delivery	\$ 130.20	\$ 132.28
25 yard per pick up	\$ 142.20	\$ 144.48
25 yard rent per calendar day	\$ 5.25	\$ 5.33
30 yard initial delivery	\$ 130.20	\$ 132.28
30 yard per pick up	\$ 155.20	\$ 157.68
30 yard rent per calendar day	\$ 5.75	\$ 5.84
40 yard initial delivery	\$ 130.20	\$ 132.28
40 yard per pick up	\$ 184.20	\$ 187.15
40 yard rent per calendar day	\$ 6.50	\$ 6.60

K. Customer Owned Compactor Drop Box

Effective date	1/15/11	1/15/12
15 Yard each scheduled pick up	\$ 186.20	\$ 189.18
20 Yard each scheduled pick up	\$ 191.20	\$ 194.26
24 Yard each scheduled pick up	\$ 196.20	\$ 199.34
30 Yard each scheduled pick up	\$ 201.20	\$ 204.42
40 yard each scheduled pick up	\$ 226.20	\$ 229.82

L. Additional charges

Add disposal to haul charges		
Lids: \$ 12.00 per month		\$ 12.20

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, 2012.

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 619 shall be deemed repealed, superseded, and of no further effect, but such repeal and supersession shall not effect any obligation of a customer arising from services delivered

under the provision of any prior resolution or enactment, including Resolution 619.

PASSED THIS _____ DAY OF _____, 2011, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2011.

CITY OF McCLEARY:

D. CARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney