



## McCleary City Council Agenda

09/12/18- 6:30PM

### Flag Salute

Roll Call: \_\_\_ Pos. 1-Richey , \_\_\_ Pos. 2-Huff , \_\_\_ Pos. 3- Heller, \_\_\_ Pos. 4- Blankenship, \_\_\_ Pos. 5- Iversen

Mayor Comments

Public Comment

Minutes

Approval of Vouchers

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N Museum Discussion

Ordinances

Resolutions

Mayor/Council Comments

Public Comments

Adjourn/Recess Meeting

Previously Tabled Items

Developer incentives

Please turn off Cell Phones- Thank you

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

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La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador

**TAB - A**

**CITY OF MCCLEARY**  
**Regular City Council Meeting**  
**Wednesday, August 8, 2018**

ROLL CALL AND FLAG SALUTE	Councilmembers Huff, Heller, Blankenship and Iversen were in attendance.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Director of Public Works Todd Baun, Clerk-Treasurer Wendy Collins, Police Chief Steve Blumer and Attorney's Chris Coker and Greg Rhodes.
PUBLIC HEARING	None.
VOUCHERS	<p>Accounts Payable checks approved were 44639 - 44709, including EFT's, in the amount of \$205,643.24 and 44735 - 44773, including EFT's, in the amount of \$42,599.05</p> <p>Payroll checks approved were 44632 - 44774, including EFT's, in the amount of \$183,495.23.</p> <p>Bank reconciliations for July 2018.</p> <p><b>It was moved by Councilmember Blankenship, seconded by Councilmember Richey to approve the vouchers. Motion Carried 5-0.</b></p>
MINUTES APPROVED	<b>It was moved by Councilmember Iversen, seconded by Councilmember Huff to approve the minutes from the meeting held on July 11, 2018. Motion Carried 5-0.</b>
PUBLIC COMMENTS	None.
MAYOR COMMENTS	<p>Mayor Orffer held an employee appreciation day today to express her thanks to the employees and to honor them for the hard work they do. She stated, when you sit in the Mayor's seat, you see things from a very different angle and she likes what she sees. Our city employees are very dedicated to the work that they do and she appreciates them.</p> <p>There is some office switching around city hall and we are still getting offices clean. Mayor Orffer hopes to have hers ready soon and Todd is still getting his office arranged. She is looking forward to having a nice area to meet with people.</p> <p>City staff is already preparing to look at the 2019 budget.</p> <p>In attendance is Jodi Wilke, a candidate for the Washington State Legislature. She introduced herself and stated she wants to represent the harbor and rural Washington because their needs are much different than those along the I-5 corridor.</p>
RESOLUTION 718 HONORING BRENT SCHILLER	<p>Mayor Orffer read a resolution honoring past Councilmember and Mayor, Brent Schiller. She thanked him for his service and appreciates everything he has accomplished while serving McCleary. Brent thanked Steve Blumer, Todd Baun, Mayor Orffer and the Council for working hard to move the City forward. <b>It was moved by Councilmember Iversen, seconded by Councilmember Huff to adopt Resolution 718 HONORING BRENT SCHILLER. Resolution Adopted 5-0.</b></p>
CITY ATTORNEY REPORT	Chris Coker provided a written report for the Council. He introduced Greg Rhodes as the attorney that will be taking over City Attorney responsibilities for McCleary. He currently handles prosecutions in Grays Harbor. Mayor Orffer welcomed Mr. Rhodes.
DIRECTOR OF PUBLIC WORKS REPORT	Todd Baun went out for bid for a thumper and chipper for Light & Power, which have been budgeted for the last seven or eight years. He said the crew has completed the majority of the street repairs that were random patches throughout town and could only do so much because we are limited with the crew we have.
POLICE CHIEF REPORT	Chief Blumer said Vader, the new McCleary canine, started working on August 1st and he assisted the State Patrol in an arrest and found drugs on day one. On August 2nd, he found drugs in a McCleary arrest and the car was impounded. On August 6th, they impounded another car and they are in the process of obtaining a search warrant. Vader is doing a good job.

BEEHIVE RETIREMENT  
CENTER PROPERTY  
PROPOSAL

Todd spoke to the County Assessor and to a realtor regarding the amount the Beehive offered to pay for the parcel they requested to purchase. He was told the amount offered is a fair market value for the property. Chris Coker advised the City to put the closing costs into the agreement. Mayor Orffer mentioned that during a meeting between the Beehive and the City, it was mentioned that the Beehive would be paying closing costs, and all fees associated with this transaction, so they should not be surprised by the request. The money received will go into current expense, which is where the current rental payment is applied. Councilmember Blankenship would like to wait to see if the Beehive is interested in buying the whole piece of property. **It was moved by Councilmember Iversen, seconded by Councilmember Richey to approve the sale of the property, as described in Exhibit A of the Deed, to the Beehive Retirement and Assisted Living Community, LLC in the amount of \$17,468.00, plus all closing costs and fees. Roll call taken in the affirmative 4 - 1 with Councilmember Blankenship voting in the negative. Motion Carried 4-1.**

SUMMIT PLACE II PROPERTY  
DISCUSSION

There are some small tracks of land along Summit Place II that is owned by the City. Todd reported that he was contacted by some of the residents who are interested in leasing or purchasing some of the track. The property has grass, rocks and a sewer lift station that the City maintains. The original owner planned the development in a way that left this track of land vacant between the road and the homes and Todd is not sure if it was to have a buffer to Summit Road or for some other reason. The property was dedicated to the City so we are the owner. The residents want the property to extend their backyards. Todd would like to see the homeowners be able to lease it or buy it from the City so we won't have to maintain it. Brent Schiller asked what the 20-year plan is. He mentioned it might be a good idea to keep it because there is a lot of development out in that area and the road may eventually need to be widened. It would save a lot of problems in the future. Chris Coker stated it sometimes is better to hang on to property. Mayor Orffer suggested a lease option so it will be available, if the City needs the property in the future. Todd stated only one homeowner is requesting an option to lease or buy. He will look into a lease option for the resident.

BLIGHTED PROPERTIES  
DRAFT ORDINANCE

Councilmember Blankenship and Todd Baun have been working on a draft for the Council to review. The purpose of the draft is to establish a vacant or abandoned property registration program in order to protect the community from becoming blighted as a result of abandoned properties that are not properly secured and maintained. The draft document would require the lender or other responsible parties of properties that have been vacant and/or abandoned to register those properties with the City of McCleary. Councilmember Blankenship is looking for any thoughts or recommendations from the Council. One of the things he was considering is when a developer purchases a large swath of land and they want to subdivide the land, it takes time. That should have an exception. Mayor Orffer asked how many properties in the City would be impacted by this and Councilmember Blankenship said a rough estimate is about fifty properties. Councilmember Iversen asked who wrote the draft and Councilmember Blankenship responded by stating he wrote it and had Chris Coker review it. Chris said he looked it over and suggested taking it to Council to see what they think. There are other cities that do this but he has not researched whether it was successful or not. Councilmember Iversen is concerned about enforcing this and Chris Coker said that is a legitimate issue. Councilmember Blankenship suggested having a workshop for the Council to discuss this. Mayor Orffer asked if a thirty-minute workshop before a meeting in October would work and he agreed. The second meeting in October would work best.

2019 BUDGET SCHEDULE

Mayor Orffer said Wendy Collins gave a great lesson on budget preparation during the finance meeting this evening. The State Auditor's Office provides a calendar for cities to follow for the budget process. Wendy said the City of McCleary sets a more aggressive calendar by starting earlier in case there are any issues along the way. Three public hearings are required and Wendy has set the dates, along with the revenue and expenditure deadlines. Mayor Orffer stated Councilmember's Iversen and Heller are on the Finance Committee and the committee will review the first preliminary draft from staff and the Council will receive a copy after their initial review.

INTERLOCAL AGREEMENT -  
TRANSBANKER TRAINING UNIT

Todd Baun reported the City uses Grays Harbor County to train our lineman apprentices. The County is looking into purchasing a TransBanker unit for all the local PUD's to use. The estimated cost of the TransBanker is approximately \$75,150 and the City of McCleary's portion of the cost would be \$1,100 and would be paid to Grays Harbor PUD. The City anticipates using this for a new apprentice to start training next September. **It was moved by Councilmember Blankenship, seconded by Councilmember Heller to authorize the Mayor to sign the Interlocal Agreement and Contract for the Purchase and Operation of a TransBanker for \$1,100. Motion Carried 5-0.**

EXECUTIVE SESSION

None.

PUBLIC COMMENT

Todd Baun is working with the Mayor on succession planning in Light & Power. They are in the process of hiring an apprentice lineman. One of our linemen will be retiring in the next five years and two more will be retiring in the next seven years so we would like to have a lineman in training and ready when the first lineman retires.

Councilmember Iversen said the Community Events Committee held their first movie night in the park and they had over 100 people there. It was great to see the community turn out and support the new positive things that are happening. The Saturday Market also had a good turnout and they are looking forward to the next event in August.

MEETING ADJOURNED

**It was moved by Councilmember Huff, seconded by Councilmember Heller to adjourn the meeting at 7:28 pm and cancel the second meeting in August, as previously approved by the Council. The next meeting will be Wednesday, September 12, 2018 at 6:30 pm. Motion Carried 5-0.**

*Approved by Mayor Brenda Orffer and Clerk-Treasurer Wendy Collins.*

**TAB - B**

# **Younglove & Coker**

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

"SINCE 1974"

1800 COOPER POINT ROAD SW, BLDG 16, PO BOX 7846, OLYMPIA, WASHINGTON 98507-7846

TELEPHONE (360) 357-7791

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OFFICE@YLCLAW.COM

## **Memorandum**

TO: Mayor and City Council, City of McCleary  
FROM: Christopher John Coker, City Attorney  
DATE: September 5, 2018  
RE: Significant Legal Activities as of September 5, 2018

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### Personnel Files:

I spent some time with Wendy discussing what should, and what should not be in personnel files in preparation for an upcoming audit. It is not an exact science and advised Wendy to look to auditor to get more clarification. We spent about an hour going through some files to see what has historically been maintained, what should be kept, and what can be removed. When in doubt, docs are retained.

### Amendment of Resolution 592 and updating of MMC 13.20 et al.

Request was made to repeal Resolution 592 eliminating utility deposits. Repealing of this Resolution results in the need to clean up MMC 13.20. That was accomplished and should be ready for next council meeting.

### Purchase of Property for Beehive

Purchase seems to be moving forward. Purchaser needs to complete application for Boundary Line Adjustment prior to purchase. It is my understanding that is in the works.

If you have any questions or concerns regarding the above, or any other matters, please let me know.

**TAB - C**

## **STAFF REPORT**

To: Mayor Orffer  
From: Todd Baun, Director of Public Works  
Date: September 5, 2018  
Re: Current Non-Agenda Activity

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### **Attachments;**

I have attached proposal from Lemay's for their rates in 2019 and also the budget for Grays Harbor Council of Governments for your review.



## **HAROLD LEMAY ENTERPRISES, INC.**

4201 Olympic Hwy, Aberdeen, WA 98520

**Phone 360-533-1251**

August 31, 2018

Mayor and Council Members  
City of McCleary  
100 South 3<sup>rd</sup> Street  
McCleary, WA 98557

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

Dear Mayor and Council Members,

The Company is requesting the garbage and recycling rates to be increased effective January 1, 2019 pursuant to item 32 of the Garbage and Curbside Recycling Contract.

The Consumer Price Index for one year ending June 2018 has increased 3.4%. The contract allows 80% of the CPI for a 2.72% increase in the existing rates

The contract also allows the pass through of any disposal increase. Effective January 1, 2019 the county is increasing the tip fee at the Central Transfer Station from \$101 to \$104.85 per ton for an increase of \$3.85 per ton

If you have any questions or would like to discuss the calculations, we would be happy to meet at your convenience. I can be reached at (360) 533-8286 or [rogers@wasteconnections.com](mailto:rogers@wasteconnections.com). It's always a pleasure working with you.

Your consideration is appreciated.

Sincerely,

Roger Swalander  
Site Manager

Cc: Jeff Harwood, Laura Kapuscinski, Lesley Gordon, Matt O'Connell, Tom Rupert, Delroy Cox,

# McCleary Rate Worksheet

2019

Current Gate Rate \$ 101.00  
 New Gate Rate \$ 104.85  
 Gate Rate Increase \$ 3.85  
 Per Pound Increase 0.0019

CPI 3.40%  
 City % of CPI 80%  
 Adjusted CPI 0.0272

		Adjustments				Summary	
Item I.	Current				Proposed	Total	
Residential Service	Rate	CPI	Disposal	Other Adj	Rate	Adj	Delta %
65/30 Gallon Monthly	\$ 11.07	\$ 0.30	\$ 0.06		\$ 11.43	\$ 0.36	3.27%
65 Gallon Monthly	\$ 15.24	\$ 0.41	\$ 0.12		\$ 15.78	\$ 0.54	3.52%
65 Gallon EOW	\$ 21.28	\$ 0.58	\$ 0.26		\$ 22.12	\$ 0.84	3.96%
65 Gallon Weekly	\$ 33.00	\$ 0.90	\$ 0.53		\$ 34.42	\$ 1.42	4.32%
Additional 65 Gallon (each)	\$ 9.84	\$ 0.27	\$ 0.12		\$ 10.23	\$ 0.39	3.96%
90 Gallon Monthly	\$ 17.31	\$ 0.47	\$ 0.18		\$ 17.96	\$ 0.65	3.77%
90 Gallon EOW	\$ 29.20	\$ 0.79	\$ 0.40		\$ 30.39	\$ 1.19	4.07%
90 Gallon Weekly	\$ 42.53	\$ 1.16	\$ 0.79		\$ 44.48	\$ 1.95	4.58%
Additional 95 Gallon (each)	\$ 14.01	\$ 0.38	\$ 0.18		\$ 14.58	\$ 0.56	4.02%
Return Trip	\$ 13.89	\$ 0.38			\$ 14.27	\$ 0.38	2.72%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.55	\$ 0.12	\$ 0.06		\$ 4.74	\$ 0.18	4.06%
Drive in Service	\$ 7.71	\$ 0.21			\$ 7.92	\$ 0.21	2.72%
Item II.							
Commercial Cart Service							
65 Gallon EOW	\$ 21.28	\$ 0.58	\$ 0.26		\$ 22.12	\$ 0.84	3.96%
65 Gallon Weekly	\$ 33.00	\$ 0.90	\$ 0.53		\$ 34.42	\$ 1.42	4.32%
90 Gallon EOW	\$ 29.20	\$ 0.79	\$ 0.40		\$ 30.39	\$ 1.19	4.07%
90 Gallon Weekly	\$ 42.53	\$ 1.16	\$ 0.79		\$ 44.48	\$ 1.95	4.58%
Return Trip	\$ 13.89	\$ 0.38			\$ 14.27	\$ 0.38	2.72%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.55	\$ 0.12	\$ 0.06		\$ 4.74	\$ 0.18	4.06%
Cart roll out charge each 5 to 25 ft	\$ 2.56	\$ 0.07			\$ 2.63	\$ 0.07	2.72%
For each added 25 ft	\$ 1.62	\$ 0.04			\$ 1.66	\$ 0.04	2.72%
Item III.							
Permanent Commercial Container Service							
1 cubic yard box							
One pickup per week	\$ 95.29	\$ 2.59	\$ 1.48		\$ 99.36	\$ 4.07	4.28%
Each additional dump per week	\$ 81.63	\$ 2.22	\$ 1.48		\$ 85.33	\$ 3.70	4.54%
Special or Additional pickup each	\$ 30.38	\$ 0.83	\$ 0.34		\$ 31.55	\$ 1.17	3.85%
1.5 cubic yard box							
One pickup per week	\$ 146.83	\$ 3.99	\$ 2.22		\$ 153.05	\$ 6.22	4.23%
Each additional dump per week	\$ 129.54	\$ 3.52	\$ 2.22		\$ 135.29	\$ 5.75	4.44%
Special or Additional pickup each	\$ 43.19	\$ 1.17	\$ 0.51		\$ 44.88	\$ 1.69	3.91%
2 cubic yard box							
One pickup per week	\$ 188.38	\$ 5.12	\$ 2.96		\$ 196.46	\$ 8.09	4.29%
Each additional dump per week	\$ 160.04	\$ 4.35	\$ 2.96		\$ 167.36	\$ 7.32	4.57%
Special or Additional pickup each	\$ 55.66	\$ 1.51	\$ 0.68		\$ 57.86	\$ 2.20	3.95%
3 cubic yard box							
One pickup per week	\$ 248.99	\$ 6.77	\$ 4.45		\$ 260.20	\$ 11.22	4.51%
Each additional dump per week	\$ 218.78	\$ 5.95	\$ 4.45		\$ 229.17	\$ 10.40	4.75%
Special or Additional pickup each	\$ 75.10	\$ 2.04	\$ 1.03		\$ 78.17	\$ 3.07	4.09%
4 cubic yard box							
One pickup per week	\$ 333.33	\$ 9.07	\$ 5.93		\$ 348.33	\$ 14.99	4.50%
Each additional dump per week	\$ 300.46	\$ 8.17	\$ 5.93		\$ 314.56	\$ 14.10	4.69%
Special or Additional pickup each	\$ 99.06	\$ 2.69	\$ 1.37		\$ 103.12	\$ 4.06	4.10%

6 cubic yard box							
One pickup per week	\$ 489.77	\$ 13.32	\$ 8.89	\$ 511.99	\$ 22.21	4.54%	
Each additional dump per week	\$ 444.97	\$ 12.10	\$ 8.89	\$ 465.96	\$ 21.00	4.72%	
Special or Additional pickup each	\$ 129.90	\$ 3.53	\$ 2.05	\$ 135.49	\$ 5.59	4.30%	
8 cubic yard box							
One pickup per week	\$ 653.03	\$ 17.76	\$ 11.86	\$ 682.64	\$ 29.62	4.54%	
Each additional dump per week	\$ 593.29	\$ 16.14	\$ 11.86	\$ 621.28	\$ 27.99	4.72%	
Special or Additional pickup each	\$ 173.20	\$ 4.71	\$ 2.74	\$ 180.65	\$ 7.45	4.30%	

#### Temporary Commercial Container Service

1 yard temporary service							
Delivery	\$ 20.06	\$ 0.55		\$ 20.60	\$ 0.55	2.72%	
Rent per day	\$ 0.57	\$ 0.02		\$ 0.59	\$ 0.02	2.72%	
Each pickup	\$ 24.37	\$ 0.66	\$ 0.34	\$ 25.37	\$ 1.00	4.12%	
1.5 yard temporary service							
Delivery	\$ 20.06	\$ 0.55		\$ 20.60	\$ 0.55	2.72%	
Rent	\$ 0.57	\$ 0.02		\$ 0.59	\$ 0.02	2.72%	
Each pickup	\$ 32.07	\$ 0.87	\$ 0.51	\$ 33.45	\$ 1.39	4.32%	
2 yard temporary service							
Delivery	\$ 20.06	\$ 0.55		\$ 20.60	\$ 0.55	2.72%	
Rent	\$ 0.57	\$ 0.02		\$ 0.59	\$ 0.02	2.72%	
Each pickup	\$ 40.44	\$ 1.10	\$ 0.68	\$ 42.22	\$ 1.78	4.41%	
3 yard temporary service							
Delivery	\$ 24.12	\$ 0.66		\$ 24.78	\$ 0.66	2.72%	
Rent	\$ 0.91	\$ 0.02		\$ 0.93	\$ 0.02	2.72%	
Each pickup	\$ 75.11	\$ 2.04	\$ 1.03	\$ 78.18	\$ 3.07	4.09%	
4 yard temporary service							
Delivery	\$ 24.12	\$ 0.66		\$ 24.78	\$ 0.66	2.72%	
Rent	\$ 1.07	\$ 0.03		\$ 1.10	\$ 0.03	2.72%	
Each pickup	\$ 99.05	\$ 2.69	\$ 1.37	\$ 103.11	\$ 4.06	4.10%	
6 yard temporary service							
Delivery	\$ 27.13	\$ 0.74		\$ 27.87	\$ 0.74	2.72%	
Rent	\$ 1.63	\$ 0.04		\$ 1.67	\$ 0.04	2.72%	
Each pickup	\$ 129.90	\$ 3.53	\$ 2.05	\$ 135.49	\$ 5.59	4.30%	
8 yard temporary service							
Delivery	\$ 27.13	\$ 0.74		\$ 27.87	\$ 0.74	2.72%	
Rent	\$ 1.91	\$ 0.05		\$ 1.96	\$ 0.05	2.72%	
Each pickup	\$ 173.20	\$ 4.71	\$ 2.74	\$ 180.65	\$ 7.45	4.30%	
Access Fee Weekly (Monthly Charge)	\$ 8.68	\$ 0.24		\$ 8.92	\$ 0.24	2.72%	
Access Fee EOW (Monthly Charge)	\$ 4.35	\$ 0.12		\$ 4.46	\$ 0.12	2.72%	
Access Fee 2x Weekly (Monthly Charge)	\$ 17.37	\$ 0.47		\$ 17.84	\$ 0.47	2.72%	
Lock Fee (each)	\$ 5.01	\$ 0.14		\$ 5.15	\$ 0.14	2.72%	
Cable Fee (each)	\$ 10.02	\$ 0.27		\$ 10.30	\$ 0.27	2.72%	
Return Trips, Containers	\$ 27.37	\$ 0.74		\$ 28.12	\$ 0.74	2.72%	
Add'l Yard (1 to 4 cubic Yards)	\$ 24.26	\$ 0.66	\$ 0.34	\$ 25.26	\$ 1.00	4.13%	
Additional Yard > 4 Yards	\$ 17.59	\$ 0.48	\$ 0.34	\$ 18.41	\$ 0.82	4.66%	

#### Item IV.

##### Permanent Drop Box

10/20 cubic yard drop box							
First haul each month	\$ 229.17	\$ 6.23		\$ 235.41	\$ 6.23	2.72%	
Each additional haul	\$ 145.81	\$ 3.97		\$ 149.78	\$ 3.97	2.72%	

30 cubic yard drop box					
First haul each month	\$ 262.51	\$ 7.14	\$ 269.65	\$ 7.14	2.72%
Each additional haul	\$ 162.48	\$ 4.42	\$ 166.90	\$ 4.42	2.72%
40 cubic yard drop box					
First haul each month	\$ 287.87	\$ 7.83	\$ 295.70	\$ 7.83	2.72%
Each additional haul	\$ 185.82	\$ 5.05	\$ 190.88	\$ 5.05	2.72%

#### Temporary Drop Box

10/20 cubic yard drop box					
Delivery	\$ 144.71	\$ 3.94	\$ 148.64	\$ 3.94	2.72%
Rent per day	\$ 5.28	\$ 0.14	\$ 5.43	\$ 0.14	2.72%
Each pickup	\$ 149.16	\$ 4.06	\$ 153.21	\$ 4.06	2.72%
30 cubic yard drop box					
Delivery	\$ 144.71	\$ 3.94	\$ 148.64	\$ 3.94	2.72%
Rent per day	\$ 6.39	\$ 0.17	\$ 6.56	\$ 0.17	2.72%
Each pickup	\$ 172.49	\$ 4.69	\$ 177.18	\$ 4.69	2.72%
40 cubic yard drop box					
Delivery	\$ 144.71	\$ 3.94	\$ 148.64	\$ 3.94	2.72%
Rent per day	\$ 7.22	\$ 0.20	\$ 7.42	\$ 0.20	2.72%
Each pickup	\$ 204.72	\$ 5.57	\$ 210.28	\$ 5.57	2.72%

#### Customer owned compactor

20 cubic yard compactor drop box					
Each scheduled pickup	\$ 212.51	\$ 5.78	\$ 218.29	\$ 5.78	2.72%
30 cubic yard compactor drop box					
Each scheduled pickup	\$ 223.61	\$ 6.08	\$ 229.69	\$ 6.08	2.72%
40 cubic yard compactor drop box					
Each scheduled pickup	\$ 251.40	\$ 6.84	\$ 258.24	\$ 6.84	2.72%
Drop box lids per month	\$ 13.34	\$ 0.36	\$ 13.70	\$ 0.36	2.72%
Disposal rate per ton	\$ 101.00	\$ 3.85	\$ 104.85	\$ 3.85	3.81%

#### ITEM V.

##### Miscellaneous

Small Appliances, Furniture, etc	\$ 27.72	\$ 0.75	\$ 28.47	\$ 0.75	2.72%
Large Appliances, Refrigerators, Freezers	\$ 61.00	\$ 1.66	\$ 62.66	\$ 1.66	2.72%
Special haul rate packer-load & travel time	\$ 53.47	\$ 1.45	\$ 54.92	\$ 1.45	2.72%



## Grays Harbor Council of Governments- Founded in 1960

115 S. Wooding St.  
Aberdeen, WA 98520

Voice  
(360) 537-4386  
Internet Address  
<http://www.ghcog.org>

### MEMBER ENTITIES:

City of Aberdeen  
City of Cosmopolis  
City of Elma  
City of Hoquiam  
City of McCleary  
City of Montesano  
City of Oakville  
City of Ocean Shores  
City of Westport  
Chehalis Tribe  
Quinalt Indian Nation  
Grays Harbor County  
Grays Harbor PUD #1  
Grays Harbor  
Transportation Authority  
Port of Grays Harbor  
Timberland Regional  
Library

**VICKI J. CUMMINGS**  
Executive Director

August 21, 2018

The Honorable Mayor Brenda Orffer  
City of McCleary  
100 South 3rd Street  
McCleary, WA 98557

Dear Mayor Orffer:

Please find enclosed a copy of the Grays Harbor Council of Governments 2019 Preliminary Budget. A final, bound copy of the 2019 Preliminary Budget and Work Program will be issued after Council approval in December. To facilitate you in your budget process we have also issued a copy of this document to your Chief Financial Officer.

Thank you for being an active member of the Council of Governments. We appreciate working with your dedicated and knowledgeable staff in support of the City's needs. We know your participation also creates an effective leverage providing economies of scale that benefit all of our communities.

On an annual basis the Council ensures the City's transportation projects, goals and needs are represented in the necessary planning documents to enable the City to qualify for state/ federal transportation funding. We remain committed to helping our members through grant and loan research, technical assistance, and application development.

In the coming year we will continue to support the City of McCleary, working with your staff to meet the City's needs. We will also maintain our focus on regional priorities, explore opportunities to leverage local funds, and seek out infrastructure funding opportunities. We look forward to your continued participation.

We respectfully request that you consider including the Council of Governments in your 2019 annual budget at the Allocated Dues amount of \$7,198. (Please refer to page 1 of the Budget and Work Program for full 2019 dues information.)

Again, thank you for your participation. We look forward to a strong working relationship in the coming year. If you have any questions or need more information, please feel free to contact me at your convenience.

Respectfully,

  
Vicki Cummings  
Executive Director

cc: Todd Baun

Enclosure

## 2018 Dues Versus 2019 Dues

	2018 Allocated Dues	2019 Budgeted Dues
<b>Member Dues</b>		
<b>General Purpose Local Governments</b>		
City of Aberdeen	\$ 28,556	\$ 29,413
City of Cosmopolis	\$ 8,407	\$ 8,659
City of Elma	\$ 10,197	\$ 10,503
City of Hoquiam	\$ 19,237	\$ 19,814
City of McCleary	\$ 6,988	\$ 7,198
City of Montesano	\$ 10,921	\$ 11,249
City of Oakville**	\$ -	\$ 5,759
City of Ocean Shores	\$ 19,271	\$ 19,794
City of Westport	\$ 9,223	\$ 9,500
Grays Harbor County ***	\$ 82,575	\$ 56,515
Chehalis Tribe	\$ 4,288	\$ 4,417
Quinalt Indian Nation	\$ 5,848	\$ 6,023
<b>Total General Purpose Local Governments Member Dues</b>	<b>\$ 205,511</b>	<b>\$ 188,844</b>
<b>Special Districts and Non-Local Governments</b>		
Port of Grays Harbor*	\$ 13,670	\$ 14,080
Grays Harbor Public Utility District	\$ 24,739	\$ 25,481
Grays Harbor Transit	\$ 16,355	\$ 16,846
Timberland Regional Library	\$ 3,374	\$ 3,475
<b>Total Special Districts and Non-Local Governments Member Dues</b>	<b>\$ 58,138</b>	<b>\$ 59,882</b>
<b>Total Member Dues</b>	<b>\$ 263,649</b>	<b>\$ 248,726</b>

\*Only the cash portion of the dues anticipated from the Port of Grays Harbor in 2019 are reflected on this schedule.

\*\*City of Oakville rejoined July 2018 & paid half dues of \$2,795.50.

\*\*\*Only \$55,412 of the \$82,575 are 2018 dues for Grays Harbor County. The remaining \$27,163 are partial dues for 2017 that were not received until 2018.

## REVENUE-EXPENSE BUDGET COMPARISON YEAR 2019

	Revenues					
	Fund Balance	Administration	Regional Planning	Transportation	Planning Contracts	Totals
Indirect Federal Grants STP	\$ -	\$ -	\$ -	\$ 65,000	\$ -	\$ 65,000
GH Transportation Model	\$ -	\$ -	\$ -	\$ 143,000	\$ -	\$ 143,000
<b>Intergovernmental Funding</b>						
Membership Dues	\$ -	\$ 39,796	\$ 87,055	\$ 89,541	\$ 32,334	\$ 248,726
Planning Contracts - RTPO	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ 35,000
EPA Brownsfield	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000
<b>Total Anticipated Revenue</b>	\$ -	\$ 39,796	\$ 87,055	\$ 332,541	\$ 332,334	\$ 791,726
Beginning Fund Balance 1/1/2019	\$ 202,098	\$ -	\$ -	\$ -	\$ -	\$ 202,098
<b>Total Anticipated Fund Balance</b>	<b>\$ 202,098</b>	<b>\$ 39,796</b>	<b>\$ 87,055</b>	<b>\$ 332,541</b>	<b>\$ 332,334</b>	<b>\$ 993,824</b>

	Expenditures					
	Fund Balance	Administration	Regional Planning	Transportation	Planning Contracts	Totals
Salaries and Wages	\$ -	\$ 41,437	\$ 61,671	\$ 51,105	\$ 27,739	\$ 181,952
Benefits and Taxes	\$ -	\$ 15,799	\$ 25,822	\$ 21,493	\$ 11,818	\$ 74,932
Office Supplies & Small Tools	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ 18,000
Other Operating Expenditures	\$ -	\$ 503,500	\$ -	\$ -	\$ -	\$ 503,500
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub-total Expected Expenditures</b>	\$ -	\$ 578,736	\$ 87,493	\$ 72,598	\$ 39,557	\$ 778,384
Ending Fund Balance 12/31/2019	\$ 215,440	\$ -	\$ -	\$ -	\$ -	\$ 215,440
<b>Total Anticipated Fund Balance</b>	<b>\$ 215,440</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 993,824</b>

## ANTICIPATED EXPENDITURES FOR 2019

	Fund Balance	Administration	Regional Planning	Transportation	Planning Contracts	Total
<b>Expenditures:</b>						
Salaries, Benefits and Taxes	\$ -	\$ 41,437	\$ 61,671	\$ 51,105	\$ 27,739	\$ 181,952
Benefits and Taxes	\$ -	\$ 15,799	\$ 25,822	\$ 21,493	\$ 11,818	\$ 74,932
Supplies						
Office Supplies		\$ 6,000				\$ 6,000
Small Tools and Equipment	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ 12,000
	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ 18,000
Other Operating Expenditures						
Professional Services	\$ -	\$ 453,000	\$ -	\$ -	\$ -	\$ 453,000
Communications	\$ -	\$ 6,500	\$ -	\$ -	\$ -	\$ 6,500
Travel	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Rentals and Leases	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ 18,000
Insurance	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Repairs and Maintenance	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000
Miscellaneous	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Other Operating Expenditures	\$ -	\$ 503,500	\$ -	\$ -	\$ -	\$ 503,500
Expenditures Subtotal	\$ -	\$ 578,737	\$ 87,493	\$ 72,598	\$ 39,556	\$ 778,384
Ending Fund Balance 12-31-19	\$ 215,440	\$ -	\$ -	\$ -	\$ -	\$ 215,440
Total Budget	\$ 215,440	\$ -	\$ -	\$ -	\$ -	\$ 993,824

**TAB - D**

City Of McCleary Police Report: Chief Steve Blumer  
 Reporting Officer: Chief Blumer  
 Month Of May  
 2018  
 City Mayor: Brenda Orffer

City Council Members:  
 Position 1: Dustin Richey  
 Position 2: Brycen Huff  
 Position 3: Jaron Heller  
 Position 4: Ben Blankenship  
 Position 5: Joy Iversen



### Violent & Property Crimes

Murder	
Rape	
Assault	6
Robbery	2
Harassment / Domestic	9
Theft	4
Trespass	3
Stalking	
Found Property	4
Warrant Arrest	8
Burglary	3

**TOTAL** 39

### Traffic Stops and Violations

DUI	1
Accident	3
Stolen Vehicle/Recovery	
Abandon Vehicle	2
Parking Enforcement	18
Motorist Assist	1
Fatal Accident	
Subject Stop	5
Traffic Stop	363
Reckless	2
Vehicle prowl	1

**TOTAL** 396

### Other Emergent Calls

FIRE	30
Suicide	3
Missing Person	1
Disorderly Conduct	3
Drug Incidents	3
Man Down	
911	1
Alarm	4
Display	1
Sex offense	1
<b>TOTAL</b>	46

### Other Non Emergent Calls

Noises Complaints	7
Code Enforcement	4
Agency Assist	11
Police Referral	2
Citizen Assist	7
Suspicious	20
Juvenile	2
Welfare Check	5
Other	9
Fraud	
Court Order	6
<b>TOTAL</b>	73

**Total Calls For The Month** 554

**TAB - E**

## **STAFF REPORT**

To: Mayor Orffer  
From: Todd Baun- Director of Public Works  
Date: September 5, 2018  
Re: Blighted Properties Workshop

---

This is a reminder that a workshop for the Blighted properties ordinance is tentatively scheduled for the 2<sup>nd</sup> meeting in October.

**TAB - F**



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

August 21, 2018

The Honorable Brent Schiller  
Mayor of McCleary  
100 South 3rd Street  
McCleary, WA 98557

Re: Outstanding Performance Award for the McCleary Wastewater Treatment Plant

Dear Mayor Schiller:

The Department of Ecology's Southwest Regional Office is pleased to transmit to you the enclosed Outstanding Performance Award for 2017, for the McCleary Wastewater Treatment Plant.

We recognize the effort and attention to detail that is required of your operating staff to consistently meet our permit requirements, in good weather and bad, during normal conditions and unforeseen emergencies. We are grateful for their efforts, and the city's efforts, to protect water quality.

Sincerely,

Richard Doenges  
Southwest Region Manager  
Water Quality Program

Enclosure



**TAB - G**

**TAB - H**

**STAFF REPORT**

To: Mayor Orffer  
From: Todd Baun, Director of Public Works  
Date: September 5, 2018  
Re: Firefighter equipment order

---

The Fire Department has solicited equipment and bids for the purchase of the miscellaneous firefighting equipment. The funding for this purchase is courtesy of the levy lid lift that was approved by voters in November of 2017.

All equipment will be purchased using existing co-op contracts and we will also be utilizing the practice of “piggybacking”, i.e., joining another fire agency’s competitive bid to purchase firefighting equipment.

The reason for these purchases are as follows:

**Bunker Gear-**In 2008 the City replaced all of the bunker gear for the entire department. This new bunker gear replaced the bunker gear that was purchased from the 2004 AFG grant. In 2014 the “old” bunker gear reached its retirement date of ten years. In accordance with Federal OSHA – Regulation 29 CFR – General Requirements 1910.132, WAC 296-305-02001 and NFPA 1851 edition 2013 the old gear can only be used for non-live fire training activities. The problem this creates is that when the current bunker gear is either being cleaned, repaired, or tested, the firefighter no longer has a spare set to use. The existing bunker gear will reach retirement date in 2018 and if not replaced will leave all fire personnel with no approved PPE fire operations.

**SCBA:**

The F.D. received a grant from FEMA in 2004 for SCBA’s, Bunker Gear and numerous PPE. While the grant did assist the City with the funding for these items and solved the issue at that time, we have reached the time where the SCBA’s bottles and pack frames need to be replaced due to reaching their retirement date. The actual SCBA’s are starting to show signs of wear and tear and now we are starting to see increased costs in repairs and a lack of repair parts for the aging packs. For the last several years, we applied for grants to replace all of the SCBA’s through the AFG/FEMA and our grant request was denied.

**Action Requested:**

Please review the quotes and allow the Mayor to sign the Purchase Orders to purchase the equipment for the fire department.

ORDINANCE NO. 833

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCCLEARY RELATING TO REGULAR PROPERTY TAXES; PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 7, 2017, A PROPOSITION AUTHORIZING THE CITY TO LEVY REGULAR PROPERTY TAXES IN EXCESS OF THE LIMITATIONS OF CHAPTER 84.55 RCW; AND SETTING FORTH THE TEXT OF THE BALLOT PROPOSITION.

**R E C I T A L S:**

1. The City Council of the City of McCleary (the "City") has determined that it is in the interest of the City and its citizens to replace and update miscellaneous fire and emergency medical service related equipment so as comply with applicable federal and state laws, provide for the safety of the Department's members, and to maintain current service levels provided by the City's fire department. This determination is based upon information provided to the Council that \$250,000.00 is required to the identified items, of which \$70,000.00 will be transferred from the REED fund leaving \$180,000.00 to be obtained through the funding sought under the provisions of this ordinance.

2. RCW 84.55.050 provides for the levy of regular property taxes in an amount exceeding the limitations specified in chapter 84.55 RCW if such increased levy is authorized by a ballot

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

proposition approved by a majority of the voters at an election held within the taxing district (a "levy lid lift").

3. In relation to the \$180,000.00 needed to complete the necessary action, the City Council has determined that it is in the best interest of the City and its residents to submit a levy lid lift proposition under RCW 84.55.050(1) to the voters for their approval or rejection.

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

SECTION I: Finding: The City Council finds that it is in the best interests of the City to submit to the qualified voters of the City, at the general election to be held on November 7, 2017, a proposition authorizing the City to increase its regular property tax levy beginning for collection in 2018 by an amount greater than otherwise permitted under chapter 84.55 RCW for the purposes described in Section 2(a) and with the goal of generating the additional \$180,000.00 figure. If this proposition is approved, the City Council will be authorized to adopt, in accordance with its regular budget process for the defined number of years, an increased regular property tax as described in Section 2.

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

ORDINANCE -E- 2  
07/26/17  
DG/le

SECTION II: Purpose and Description of Ballot Proposition (the "Proposition"). For the purposes identified below, the City Council seeks voter approval under RCW 84.55.050 for a levy lid lift, as follows:

A. Purpose. The amounts collected pursuant to the increase authorized by the Proposition shall be used to replace and update miscellaneous fire and emergency medical service related equipment so as maintain and to improve current service levels within the City's fire department.

B. Increase Authorized in 2018. The Proposition authorizes an increase in the City's total levy rate to the maximum rate otherwise allowed for collection in 2018 under chapter 84.55 RCW plus an amount of \$0.48 per \$1,000 of assessed value. The total regular property tax rate produced is \$3.29 per \$1,000 of assessed value, based on estimated 2017 assessed values.

C. Increase Authorized in Future Years. Pursuant to RCW 84.55.050(4), the dollar amount of the maximum authorized levy under chapter 84.55 RCW for collection in 2018 shall be used for the purpose of computing the limitations for subsequent levies provided for under chapter 84.55 RCW, for a total of not to exceed five (5) years, and use of such funds shall be limited to the purposes described in Section 2(a), above.

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

SECTION III: In furtherance of the actions authorized by Section II, the Council does hereby approve and adopt the following ballot title and proposition and authorizes its submission to the Grays Harbor County Auditor as the lawful Supervisor of elections so as to submit the proposition to the voters of the City in substantially the following form:

CITY OF McCLEARY PROPOSITION NO. 1

Levy for Fire Safety and Emergency Services Purposes

The City Council of the City of McCleary adopted Ordinance No. 833 concerning a levy lid lift to allow the Fire Department to replace certain non-compliant equipment used for fire and rescue purposes so as to insure compliance with federal and state laws. To fund such actions, operations and improvements, this proposition would increase the City's regular property tax levy to a total authorized rate of \$3.29 per \$1,000 (an increase of \$0.48 per \$1,000 over the 2017 levy) of assessed valuation for collection beginning 2018 and to use the 2018 levy amount to calculate the 2019, 2020, 2021 and 2022 collection years. Should this proposition be:

☐ Approved?    ☐ Rejected?

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

SECTION IV: The Mayor and Clerk-treasurer shall be authorized, to the extent allowed by law, to make such changes in the title and contents of the proposition, including the per one thousand dollar rate necessary to provide for the collection of \$180,000.00 as to the Proposition, as may be necessary to meet the requirements of State Law, the Office of the County Auditor, or the Office of the Prosecuting Attorney. This authority shall include to certify a copy of this ordinance to the Auditor and to perform such other duties as are necessary or required by law to the end that these propositions described herein should appear on the ballot at the election specified in Section I.

SECTION V: For purposes of receiving notice of the exact language of the ballot propositions required by RCW 29A.36.080, the Council designates Wendy Collins, Clerk-treasurer, as the individual to whom such notice should be provided.

SECTION VI: 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,

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

**ORDINANCE -E- 5**

**07/26/17**

DG/1e

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

SECTION VIII: Corrections by the Clerk-treasurer or Code Reviser. Upon approval of the Mayor and City Attorney, the Clerk-treasurer and the Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors, references to other local, state, or federal laws, codes, rules, or regulations, or ordinance number and section/subsection numbering.

PASSED THIS 26<sup>th</sup> DAY OF JULY, 2017, by the City Council of the City of McCleary, and signed in approval therewith this 26<sup>th</sup> day of July, 2017.

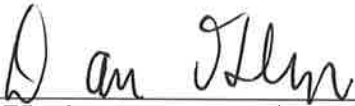
CITY OF McCLEARY:

  
BRENT SCHILLER, 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 833 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 833, 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 27<sup>th</sup> day of July, 2017, by WENDY COLLINS.



Lindsay Blumberg

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at: Grays Harbor  
My appointment expires: May 6, 2021

## SYNOPSIS OF ORDINANCE NO's. 833 & 834

On July 26, 2017, the City Council of the City of McCleary adopted Ordinance Numbers 833 and 834. The intent and purpose of the Ordinances was as follows:

**ORDINANCE NO. 833:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCCLEARY RELATING TO REGULAR PROPERTY TAXES; PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 7, 2017, A PROPOSITION AUTHORIZING THE CITY TO LEVY REGULAR PROPERTY TAXES IN EXCESS OF THE LIMITATIONS OF CHAPTER 84.55 RCW; AND SETTING FORTH THE TEXT OF THE BALLOT PROPOSITION: To submit to the voters of the City as request to authorize a multi-year levy lift in order to generate approximately \$180,000.00 over the next five years for use to replace no longer compliant equipment utilized by the Fire Department.

**ORDINANCE NO. 834:** AN ORDINANCE RELATING TO ZONING, AMENDING SECTIONS 17.12.030 and 17.36.020 MMC UPON AN INTERIM BASIS, DECLARING AN EMERGENCY AND PROVIDING FOR SEVERABILITY & CORRECTION: Adopting on an interim basis zoning classifications within which the uses residential treatment facilities and hospitals are authorized as conditional uses, setting forth factors to be considered, providing for a time frame for public hearing, review of and finalization of provisions, and declaring an emergency.

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

DATED this 27<sup>th</sup> day of July, 2017.

  
WENDY COLLINS, Clerk-Treasurer



3801 Fruit Valley Rd.  
Suite C  
Vancouver, WA 98660

# Quote

**Date** 8/14/2018  
**Quote #** QT1197016  
**Expires** 9/13/2018  
**Sales Rep** LeMay, Mark  
**PO #** Scott SCBA's  
**Shipping Method** FedEx Ground

**Bill To**  
Grays Harbor Co. Fire Dist. 12  
PO Box 3338  
McCleary WA 98557

**Ship To**  
Grays Harbor Co. Fire Dist. 12  
100 S 1st. St.  
McCleary WA 98557

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
X3714022205304			Model: Air-Pak X3 Pro w/Snap-Change Harness: Parachute Buckles Pressure: 4500 Belt: Standard No FFSR Regulator: Quick Connect EBSS: Dual No Spare Harness Airline: None Console: Pass w/Pak-Tracker Case: None Packed: 2 SCBA Per Box (Black Box)	18	4,980.00	89,640.00
Scott Part	201716-0		201716-0 Scott Part 2018 Rtro, X3 Pro, Lbl, UEBSS,Hose2018 Upgrade kits	18	0.00	0.00
200129-01			4.5-45MIN CARB CYL&VLV NXG	18	1,035.00	18,630.00
200129-01			4.5-45MIN CARB CYL&VLV NXG	18	0.00	0.00
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium	18	279.00	5,022.00
200954-02			RIT-PAK III ASSY, 4500 PSI	3	3,150.00	9,450.00
804723-01			(HM) CYL&VLV CARBON 60	3	1,210.00	3,630.00

**Subtotal** 126,372.00  
**Shipping Cost (FedEx Ground)** 0.00  
**Tax Total** 11,120.74  
**Total** \$137,492.74

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1197016

# Grays Harbor Co. Fire Dist. #12

## SCBA Purchase

---

18 Scott X3 Pro Airpaks, each including:

- One Full Face piece
- Positive Pressure Regulator
- Harness and Back frame (latest version)
- No Chest Strap
- Rapid intervention universal connection (2018 NFPA Standard)
- Shoulder Strap Mounted Remote Gauge
- Two Cylinders
- Personal Alert System
- Emergency Breathing Support System (\$360 above base cost)

\$5,934.00 base price + \$360 (EBSS) = \$6,294.00 per Pack

18 Airpaks @ \$6,294.00 =	\$113,292.00
3 RIT Pak III @ \$3,150.00=	\$ 9,450.00
3 60 min cylinders @ \$1210.00=	<u>\$ 3,630.00</u>
Sub-total	\$126,372.00
Tax (estimate)	<u>\$ 11,120.74</u>
<b>Total</b>	<b>\$137,492.74</b>



# SEAWESTERN

FIRE FIGHTING EQUIPMENT

PO Box 51 Kirkland, WA 98083  
Phone 425-821-5858 Fax 425-823-0636 Toll Free 1-800-327-5312  
www.seawestern.com / Email: info@seawestern.com

## QUOTATION

To: McCleary FD

Date:

Attn: Todd Baun

Email:

Item	Qty	Description	Unit Price
<b>SeaWestern Pacific V-Force PPE</b>			
1	18	<b>SeaWestern Pacific Force Coat</b> Armor AP 6.5 oz Outershell, 32" Length, K7 Glide Thermal Liner with Crosstech "Black" Moisture Barrier Raglan Sleeve Design, Black Fusion Material Coat Cuffs, 3" Yellow Ventilated Triple Trim in New York Trim Pattern, 6" x10" Full Bellow Pockets, Radio Pocket and Mic Tab on Left Chest, Mic Tab and Flashlight Assembly on Right Chest, Over-the-Thumb Wristlets, Drag Rescue Device, Hanging Name Plate with Lettering, Department Lettering on Yoke (up to 8 characters) <b>"MCCLEARY FIRE"</b> Armor AP Outershell Available in <b>Khaki</b>	<b>\$1,115.00</b>
<b><u>Custom Coat Options</u></b>			
1a	18	Semi Bellows Handwarmer Pockets with Fleece Lining, pair	<b>\$44.00</b>
1b	18	Second Radio Pocket in Place of Flashlight Assembly	<b>\$33.00</b>
1c	18	Additional 3" Letters Attached to Back Yoke of Coat \$4.25 / letter <b>"MCCLEARY FIRE"</b> 4 extra per coat	<b>\$17.00</b>
1d	3	35" coat length	<b>\$45.50</b>
2	18	<b>SeaWestern Pacific V -Force Pant</b> Armor AP 6.5 oz Outershell, K7 Glide Thermal Liner System With Crosstech "Black" Moisture Barrier, Contoured Legs and Knees, Black AraShield Reinforcement on Knees and Cuffs, Two Layers of Padding in Knee, 3" Yellow Ventilated Triple Trim, 9" x 10" x 2" Full Bellow Pockets, with Intergrated Tool Pocket on Right Side, Zipper Closure with 2" Kevlar Belt System, Boot Cut with H-Back Suspenders with Self Fabric Suspender Attachment. Armor AP Outershell Available in Gold, Khaki, or Black	<b>\$760.00</b>
<b>Sub-total:</b>			
<b>Wa. State Sales tax 8.8%:</b>			
<b><u>Total with tax:</u></b>			
Shipping estimate per			<b>\$15.00</b>

Delivery: 60 to 90 Days ARO

---

Plus any Applicable Sales Tax

By: Janet  
**SeaW**



# SEAWESTERN

FIRE FIGHTING EQUIPMENT

PO Box 51 Kirkland, WA 98083  
Phone 425-821-5858 Fax 425-823-0636 Toll Free 1-800-327-5312  
www.seawestern.com / Email: info@seawestern.com

## QUOTATION

To: \_\_\_\_\_

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

Date:

Item	Qty	Description	Unit Price
		Pricing Valid until 4.15.19 Custom orders are non-cancellable, non-returnable	

FOB: Factory  
Delivery: 60 to 90 Days ARO  
Plus any Applicable Sales Tax

Terms: Net on Receipt  
By: \_\_\_\_\_  
**SeaW**



t  
a Barmore  
**Western Inc.**

7/1/2018

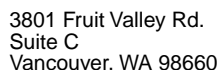
Extension

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***estern Inc.***



<b>Date</b>	8/22/2018
<b>Quote #</b>	QT1199267
<b>Expires</b>	9/21/2018
<b>Sales Rep</b>	LeMay, Mark
<b>PO #</b>	Bullard LTX
<b>Shipping Method</b>	FedEx Ground

Grays Harbor Co. Fire Dist. 12  
PO Box 3338  
McCleary WA 98557

Grays Harbor Co. Fire Dist. 12  
100 S 1st. St.  
McCleary WA 98557

	<b>Subtotal</b>	3,339.90
<b>Shipping Cost (FedEx Ground)</b>		0.00
	<b>Tax Total</b>	293.91
	<b>Total</b>	<b>\$3,633.81</b>

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



## Firefighter Gear Purchase-2018

	Amount	EA	Total	Vendor	Contract
SCBA	18	\$4,980.00	\$89,640.00	MES	Shoreline
45 Min Cyl	18	\$1,035.00	\$18,630.00	MES	Shoreline
Mask	18	\$279.00	\$5,022.00	MES	Shoreline
RIT Pack and Mask	3	\$3,150.00	\$9,450.00	MES	Shoreline
60 Min Cyl	3	\$1,210.00	\$3,630.00	MES	Shoreline
Bunker Gear Coat	18	\$1,115.00	\$20,070.00	Sea Western	NPPGov
Hand warmer pockets	18	\$44.00	\$792.00	Sea Western	NPPGov
Extra radio pocket	18	\$33.00	\$594.00	Sea Western	NPPGov
McCleary Fire on Back	18	\$17.00	\$306.00	Sea Western	NPPGov
35" coat legnth	3	\$45.50	\$136.50	Sea Western	NPPGov
Bunker Gear Pants	18	\$760.00	\$13,680.00	Sea Western	NPPGov
Shipping	18	\$15.00	\$270.00	Sea Western	
Gloves Structural	18	\$92.00	\$1,656.00	Sea Western	NPPGov
Gloves Extrication	18	\$40.00	\$720.00	Sea Western	NPPGov
Hood	18	\$35.00	\$630.00	Sea Western	NPPGov
Boots	18	\$365.00	\$6,570.00	Sea Western	NPPGov
Helmets	18	\$185.55	\$3,339.90	MES	

subtotal		\$175,136.40
sales tax	8.80%	\$15,412.00
total		\$190,548.40

**TAB - I**

**STAFF REPORT**

To: Mayor Orffer  
From: Todd Baun, Director of Public Works  
Date: September 5, 2018  
Re: Interfund Loan

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To pay for this equipment, staff has discussed several options and recommend on doing an Interfund loan for the purchase of the fire equipment. Staff is recommending that the funds come from 2 of our utility funds, Water and Light and Power. The amount from these 2 funds would be roughly \$65,000 and would be paid back by the levy lift funds for the next several years with interest. I have attached the 2 budgets referenced for your review and also the State Auditor's office recommendations for Interfund loans.

**Action Requested:**

Please allow staff to work with our attorney to draft up a proposal for an Interfund loan for the purchase of Firefighter equipment.

# 2018 BUDGET POSITION

City Of McCleary  
MCAG #: 0344

Time: 13:48:50 Date: 09/05/2018

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401 Light And Power Fund 01/01/2018 To: 12/31/2018

Revenues	Amt Budgeted	Revenues	Remaining
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## 308 Beginning Balances

308 11 04 01	Rural Development Investment	0.00	0.00	0.00	0.0%
308 80 04 01	Unreserved Beginning Cash & Investment	650,000.00	651,098.80	(1,098.80)	100.2%
<b>308 Beginning Balances</b>		<b>650,000.00</b>	<b>651,098.80</b>	<b>(1,098.80)</b>	<b>100.2%</b>

## 310 Taxes

317 49 04 01	External Taxes-Use Tax Refund	0.00	0.00	0.00	0.0%
<b>310 Taxes</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

## 330 State Generated Revenues

333 81 00 00	Indirect Federal Grant	0.00	0.00	0.00	0.0%
334 06 90 00	Dept Of Commerce LED Street Lighting Grant	0.00	0.00	0.00	0.0%
<b>330 State Generated Revenues</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

## 340 Charges For Services

343 30 00 00	Sales Of Electricity	2,533,000.00	1,915,750.18	617,249.82	75.6%
343 30 04 01	Charges For Services & Parts	15,000.00	34,409.25	(19,409.25)	229.4%
367 11 00 00	Energy Conservation - Bpa	25,000.00	14,217.33	10,782.67	56.9%
<b>340 Charges For Services</b>		<b>2,573,000.00</b>	<b>1,964,376.76</b>	<b>608,623.24</b>	<b>76.3%</b>

## 360 Misc Revenues

361 10 04 01	Investment Interest	4,000.00	4,397.10	(397.10)	109.9%
361 41 00 41	Interfund Loan Interest Received	0.00	0.00	0.00	0.0%
362 20 00 00	Equip, Pole & Vehicle Lease	15,250.00	19,823.09	(4,573.09)	130.0%
362 50 00 00	Town Hall Rent	0.00	0.00	0.00	0.0%
369 20 00 00	Sale Of Junk Material	1,500.00	352.11	1,147.89	23.5%
369 40 00 00	Judgments And Settlements	0.00	0.00	0.00	0.0%
369 40 10 00	Bpa Avista Deemer Settlement	0.00	0.00	0.00	0.0%
369 91 04 01	Other Miscellaneous Revenue	0.00	0.00	0.00	0.0%
<b>360 Misc Revenues</b>		<b>20,750.00</b>	<b>24,572.30</b>	<b>(3,822.30)</b>	<b>118.4%</b>

## 370 Capital Contributions

395 20 04 01	Insurance Recoveries-FEMA Storm 2012	0.00	0.00	0.00	0.0%
<b>370 Capital Contributions</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

## 380 Non Revenues

381 10 04 01	Loans Received	0.00	0.00	0.00	0.0%
381 20 04 01	Interfund Loan Repayment	0.00	0.00	0.00	0.0%
388 80 04 01	Prior Period Adjustments	0.00	0.00	0.00	0.0%
389 10 10 00	Bpa Conservation Mo. Credit	0.00	0.00	0.00	0.0%
389 90 04 01	Other Non-revenues	0.00	2,022.56	(2,022.56)	0.0%
<b>380 Non Revenues</b>		<b>0.00</b>	<b>2,022.56</b>	<b>(2,022.56)</b>	<b>0.0%</b>

399 00 00 00	Prior Period Adjustments	0.00	0.00	0.00	0.0%
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# 2018 BUDGET POSITION

City Of McCleary  
MCAG #: 0344

Time: 13:48:50 Date: 09/05/2018  
Page: 2

401 Light And Power Fund 01/01/2018 To: 12/31/2018

Revenues	Amt Budgeted	Revenues	Remaining
399			
399	0.00	0.00	0.00 0.0%

**Fund Revenues: 3,243,750.00 2,642,070.42 601,679.58 81.5%**

Expenditures	Amt Budgeted	Expenditures	Remaining
528 Comm/Alarms/Dispatch			
528 60 51 01 E911 Service Dispatch - Intergovernmental Professional Services	1,200.00	0.00	1,200.00 0.0%
528 Comm/Alarms/Dispatch	1,200.00	0.00	1,200.00 0.0%

## 533 Electric & Gas Utilities

533 80 10 00 Salaries And Wages	528,000.00	408,640.94	119,359.06	77.4%
533 80 20 00 Personnel Benefits	275,000.00	191,481.74	83,518.26	69.6%
533 80 31 00 Operating Supplies	75,000.00	51,322.50	23,677.50	68.4%
533 80 31 01 Office Supplies	2,500.00	2,570.40	(70.40)	102.8%
533 80 31 02 Fire Rated Safety Clothing	8,000.00	3,779.53	4,220.47	47.2%
533 80 31 03 Safety Supplies	2,500.00	0.00	2,500.00	0.0%
533 80 31 10 Fuel	5,500.00	4,997.02	502.98	90.9%
533 80 33 00 Power Purchased For Resale	1,244,000.00	900,453.00	343,547.00	72.4%
533 80 33 01 Transmission Costs	151,000.00	118,812.00	32,188.00	78.7%
533 80 33 02 Bpa Conservation	35,000.00	15,968.10	19,031.90	45.6%
533 80 33 03 BPA Lookback Credit Non Expenditure	0.00	(37,648.00)	37,648.00	0.0%
533 80 40 00 Electric & Gas Utilities - Other Services And Charges	0.00	0.00	0.00	0.0%
533 80 41 00 Professional Services	76,790.00	34,886.25	41,903.75	45.4%
533 80 41 10 Professional Services-legal	24,000.00	16,457.27	7,542.73	68.6%
533 80 41 20 Professional Service-computer	15,000.00	5,960.47	9,039.53	39.7%
533 80 42 00 Communications	10,000.00	7,270.80	2,729.20	72.7%
533 80 43 00 Travel	1,000.00	100.63	899.37	10.1%
533 80 44 00 Advertising	500.00	391.49	108.51	78.3%
533 80 45 00 Rental/lease Equipment	1,000.00	827.97	172.03	82.8%
533 80 46 00 Insurance	31,000.00	29,579.36	1,420.64	95.4%
533 80 47 00 Public Utility Service (city)	16,000.00	11,056.86	4,943.14	69.1%
533 80 48 00 Repair And Maintenance	30,000.00	21,498.79	8,501.21	71.7%
533 80 49 20 Miscellaneous	500.00	367.72	132.28	73.5%
533 80 49 21 Miscellaneous-training	1,000.00	568.51	431.49	56.9%
533 80 49 22 Miscellaneous-dues	500.00	0.00	500.00	0.0%
533 80 53 00 External Taxes	95,000.00	78,800.36	16,199.64	82.9%
533 Electric & Gas Utilities	2,628,790.00	1,868,143.71	760,646.29	71.1%

## 580 Non Expenditures

581 10 00 01 Interfund Loan Made	0.00	0.00	0.00	0.0%
588 80 04 01 Prior Period Adjustments	0.00	0.00	0.00	0.0%
589 10 04 01 Reed Fund Non-expenditure	0.00	0.00	0.00	0.0%
589 20 04 01 Bpa Conservation-non Expend.	0.00	0.00	0.00	0.0%
589 33 01 00 Bpa Lookback Credit-non Expend	0.00	0.00	0.00	0.0%
589 33 04 01 Other Non-expenditures	500.00	0.00	500.00	0.0%
580 Non Expenditures	500.00	0.00	500.00	0.0%

# 2018 BUDGET POSITION

City Of McCleary  
MCAG #: 0344

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401 Light And Power Fund 01/01/2018 To: 12/31/2018

Expenditures	Amt Budgeted	Expenditures	Remaining
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## 591 Debt Service

591 33 64 00	Debt Service - Bucket Truck	0.00	0.00	0.00	0.0%
591 33 79 00	Bucket Truck Loan Principal	0.00	0.00	0.00	0.0%
591 33 79 01	Debt Service-BIAS	0.00	0.00	0.00	0.0%
592 33 81 00	Bucket Truck Loan - Interest	0.00	0.00	0.00	0.0%
<b>591 Debt Service</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

## 594 Capital Expenditures

594 33 62 00	Capital Outlay - Building	0.00	1,262.63	(1,262.63)	0.0%
594 33 62 01	Capital Outlay - Library	0.00	0.00	0.00	0.0%
594 33 63 00	Capital Outlay - System	150,000.00	0.00	150,000.00	0.0%
594 33 63 01	Capital Outlay - Other Improve	0.00	0.00	0.00	0.0%
594 33 64 00	Capital Outlay - Equipment	80,000.00	0.00	80,000.00	0.0%
595 63 04 01	LED Street Lighting Grant	0.00	0.00	0.00	0.0%
<b>594 Capital Expenditures</b>		<b>230,000.00</b>	<b>1,262.63</b>	<b>228,737.37</b>	<b>0.5%</b>

## 597 Interfund Transfers

597 00 00 10	Investment-economic Develop	0.00	0.00	0.00	0.0%
597 00 00 41	Excess Cash-invest Transfer	0.00	0.00	0.00	0.0%
597 00 00 45	Operating Transfers-Out - Other Costs Allocations	30,000.00	0.00	30,000.00	0.0%
597 00 04 01	Equipment Replacement L&P	20,000.00	0.00	20,000.00	0.0%
<b>597 Interfund Transfers</b>		<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>0.0%</b>

## 999 Ending Balance

508 10 04 01	Reserved Ending Cash & Investment	0.00	0.00	0.00	0.0%
508 80 04 01	Unreserved Ending Cash & Investment	333,260.00	0.00	333,260.00	0.0%
<b>999 Ending Balance</b>		<b>333,260.00</b>	<b>0.00</b>	<b>333,260.00</b>	<b>0.0%</b>

<b>Fund Expenditures:</b>	<b>3,243,750.00</b>	<b>1,869,406.34</b>	<b>1,374,343.66</b>	<b>57.6%</b>
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<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>772,664.08</b>
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## 2018 BUDGET POSITION TOTALS

City Of McCleary  
MCAG #: 0344

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
401 Light And Power Fund	3,243,750.00	2,642,070.42	81.5%	3,243,750.00	1,869,406.34	58%
	3,243,750.00	2,642,070.42	81.5%	3,243,750.00	1,869,406.34	57.6%

# 2018 BUDGET POSITION

City Of McCleary  
MCAG #: 0344

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405 Water Fund 01/01/2018 To: 12/31/2018

Revenues	Amt Budgeted	Revenues	Remaining
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## 308 Beginning Balances

308 80 04 05	Unreserved Beginning Cash & Investments	750,000.00	755,509.42	(5,509.42)	100.7%
308 Beginning Balances		750,000.00	755,509.42	(5,509.42)	100.7%

## 310 Taxes

317 49 04 05	External Taxes-Use Tax Refund	0.00	0.00	0.00	0.0%
310 Taxes		0.00	0.00	0.00	0.0%

## 330 State Generated Revenues

334 04 20 00	State Water Grants	0.00	0.00	0.00	0.0%
330 State Generated Revenues		0.00	0.00	0.00	0.0%

## 340 Charges For Services

343 40 00 00	Water Sales	697,000.00	506,036.36	190,963.64	72.6%
343 90 00 01	Other Charges Related To Water	5,000.00	4,887.78	112.22	97.8%
367 00 00 01	New Water Connections	12,000.00	42,035.14	(30,035.14)	350.3%
340 Charges For Services		714,000.00	552,959.28	161,040.72	77.4%

## 350 Fines & Forfeitures

359 90 04 05	ULID 96-01 Penalties	0.00	0.00	0.00	0.0%
350 Fines & Forfeitures		0.00	0.00	0.00	0.0%

## 360 Misc Revenues

361 10 04 05	Investment Interest	1.00	4,944.48	(4,943.48)	*****%
361 40 04 05	ULID 96-01 Interest	0.00	0.00	0.00	0.0%
368 10 00 00	ULID 96-01 Principal	0.00	832.00	(832.00)	0.0%
369 10 04 05	Sale Of Scrap And Junk	500.00	52.36	447.64	10.5%
369 91 04 05	Other Miscellaneous Revenue	0.00	25.00	(25.00)	0.0%
360 Misc Revenues		501.00	5,853.84	(5,352.84)	1168.4%

## 380 Non Revenues

389 90 04 05	Other Non - Revenues	0.00	599.68	(599.68)	0.0%
391 80 04 05	Intergovernmental Loan Proceeds	0.00	0.00	0.00	0.0%
380 Non Revenues		0.00	599.68	(599.68)	0.0%

<b>Fund Revenues:</b>	<b>1,464,501.00</b>	<b>1,314,922.22</b>	<b>149,578.78</b>	<b>89.8%</b>
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Expenditures	Amt Budgeted	Expenditures	Remaining
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## 528 Comm/Alarms/Dispatch

528 60 51 02	E911 Service Dispatch - Intergovernmental Professional Services	2,400.00	0.00	2,400.00	0.0%
528 Comm/Alarms/Dispatch		2,400.00	0.00	2,400.00	0.0%

# 2018 BUDGET POSITION

City Of McCleary  
MCAG #: 0344

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405 Water Fund 01/01/2018 To: 12/31/2018

Expenditures	Amt Budgeted	Expenditures	Remaining
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## 534 Water Utilities

534 70 10 00	Salaries And Wages	197,000.00	147,999.18	49,000.82	75.1%
534 70 20 00	Personnel Benefits	117,000.00	79,452.47	37,547.53	67.9%
534 70 31 00	Operating-supplies	30,000.00	22,410.15	7,589.85	74.7%
534 70 31 01	Fuel	5,000.00	3,259.95	1,740.05	65.2%
534 70 31 02	Office-supplies	1,500.00	1,251.28	248.72	83.4%
534 70 41 00	Professional Services	17,500.00	13,441.20	4,058.80	76.8%
534 70 41 08	Prof. Services-Engineering	5,000.00	600.00	4,400.00	12.0%
534 70 41 10	Prof. Services-wsp	0.00	8,925.61	(8,925.61)	0.0%
534 70 41 11	Prof. Services Legal	1,000.00	1,505.25	(505.25)	150.5%
534 70 42 00	Communications	6,000.00	4,247.66	1,752.34	70.8%
534 70 43 00	Travel	1,000.00	293.36	706.64	29.3%
534 70 44 00	Advertising	150.00	503.44	(353.44)	335.6%
534 70 45 00	Rental/lease Equipment	1,500.00	278.76	1,221.24	18.6%
534 70 46 00	Insurance	13,500.00	13,389.35	110.65	99.2%
534 70 47 00	Public Utility Service (city)	17,000.00	11,883.25	5,116.75	69.9%
534 70 48 00	Repair And Maintenance	17,000.00	9,959.57	7,040.43	58.6%
534 70 49 00	Returned Check Fee	0.00	0.00	0.00	0.0%
534 70 49 10	State Permits And Fees	2,500.00	1,456.35	1,043.65	58.3%
534 70 49 20	Miscellaneous	1,000.00	548.91	451.09	54.9%
534 70 49 21	Miscellaneous-training	1,000.00	2,126.93	(1,126.93)	212.7%
534 70 53 00	External Taxes	37,000.00	26,566.16	10,433.84	71.8%
534 70 63 00	Capital Outlay-other Improvement	0.00	0.00	0.00	0.0%
534 70 78 00	Pwtf Loan Repayment	0.00	0.00	0.00	0.0%
594 34 63 00	Capital Outlay-building	0.00	0.00	0.00	0.0%
<b>534 Water Utilities</b>		<b>471,650.00</b>	<b>350,098.83</b>	<b>121,551.17</b>	<b>74.2%</b>

## 580 Non Expenditures

582 34 78 00	Pwtf Loan Repayment	0.00	0.00	0.00	0.0%
588 80 04 05	Prior Period Adjustments	0.00	0.00	0.00	0.0%
589 34 04 05	Other Non-expenditures	100.00	0.00	100.00	0.0%
<b>580 Non Expenditures</b>		<b>100.00</b>	<b>0.00</b>	<b>100.00</b>	<b>0.0%</b>

## 591 Debt Service

591 34 77 00	PWTF Well 2&3 Improvement-Loan Principal	80,000.00	79,691.20	308.80	99.6%
591 34 78 01	PWTF Loan Simpson Ave ULID	0.00	0.00	0.00	0.0%
591 34 78 10	Usda Bond Loan 5&6 - Principal	13,750.00	7,038.36	6,711.64	51.2%
591 34 79 00	Debt Service - BIAS	0.00	0.00	0.00	0.0%
592 34 83 00	Usda Bond Loan #5 & #6 - Interest	10,200.00	4,812.64	5,387.36	47.2%
592 34 83 01	PWTF Loan Repayment - Int	6,000.00	5,578.39	421.61	93.0%
<b>591 Debt Service</b>		<b>109,950.00</b>	<b>97,120.59</b>	<b>12,829.41</b>	<b>88.3%</b>

## 594 Capital Expenditures

594 34 63 01	Capital Outlay - Other Improve	0.00	0.00	0.00	0.0%
594 34 63 02	Capital Outlay - System	327,000.00	2,937.13	324,062.87	0.9%
594 34 64 00	Capital Outlay - Equipment	29,000.00	0.00	29,000.00	0.0%
594 34 65 01	Capital Outlay-Building	4,000.00	0.00	4,000.00	0.0%
594 34 66 00	Capital Outlay - Leases	0.00	0.00	0.00	0.0%
<b>594 Capital Expenditures</b>		<b>360,000.00</b>	<b>2,937.13</b>	<b>357,062.87</b>	<b>0.8%</b>

## 2018 BUDGET POSITION

City Of McCleary  
MCAG #: 0344

Time: 13:49:49 Date: 09/05/2018  
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405 Water Fund		01/01/2018 To: 12/31/2018			
Expenditures	Amt Budgeted	Expenditures	Remaining		
597 Interfund Transfers					
597 04 05 00 Equipment Replacement Water	25,000.00	0.00	25,000.00	0.0%	
597 34 00 05 Transfer Out - Operating	40,000.00	0.00	40,000.00	0.0%	
597 Interfund Transfers	65,000.00	0.00	65,000.00	0.0%	
999 Ending Balance					
508 00 04 05 Ending Net Cash	0.00	0.00	0.00	0.0%	
508 10 04 05 Reserved Ending Cash & Investments	0.00	0.00	0.00	0.0%	
508 20 04 05 Unanticipated Expense	0.00	0.00	0.00	0.0%	
508 80 04 05 Unreserved Ending Cash & Investments	455,401.00	0.00	455,401.00	0.0%	
999 Ending Balance	455,401.00	0.00	455,401.00	0.0%	
<b>Fund Expenditures:</b>	<b>1,464,501.00</b>	<b>450,156.55</b>	<b>1,014,344.45</b>	<b>30.7%</b>	
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>864,765.67</b>			

## 2018 BUDGET POSITION TOTALS

City Of McCleary  
MCAG #: 0344

Time: 13:49:49 Date: 09/05/2018

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
405 Water Fund	1,464,501.00	1,314,922.22	89.8%	1,464,501.00	450,156.55	31%
	1,464,501.00	1,314,922.22	89.8%	1,464,501.00	450,156.55	30.7%

### 3. ACCOUNTING

#### 3.9 Interfund Activities 3.9.1 Loans

3.9.1.10 This section does not attempt to determine which moneys of a local government may or may not be available for interfund lending, since the special character of some moneys involves commitments and restrictions which would require individual consideration. As a rule of thumb, however, it may be considered permissible to make interfund loans of those moneys which are clearly inactive or in excess of anticipated cash needs throughout the duration of the loan **and** legally available for investment.

3.9.1.20 The minimum acceptable procedures for making and accounting for interfund loans are as follows:

1. The legislative body of a local government must, by ordinance or resolution, approve all interfund loans, indicating the lending and borrowing funds, and provide in the authorization a planned schedule of repayment of the loan principal as well as setting a reasonable rate of interest (based on the external rate available to the local government) to be paid to the lending fund. The planned schedule of repayment should specify the due date(s) of payment(s) needed to repay the principal and interest on the loan.
2. Interest should be charged in all cases, unless:
  - a. The borrowing fund has no other source of revenue other than the lending fund; or
  - b. The borrowing fund is normally funded by the lending fund.
3. The borrowing fund must anticipate sufficient revenues to be able over the period of the loan to make the specified principal and interest payments as required in the authorizing ordinance or resolution.
4. The loan status should be reviewed annually by the legislative body at any open public meeting.
5. The term of the loan may continue over a period of more than one year, but must be “temporary” in the sense that no permanent diversion of the lending fund results from the failure to repay by the borrowing fund. A loan that continues longer than three years will be scrutinized for a permanent diversion of moneys. (Note: these restrictions and limitations do not apply to those funds which are legally permitted to support one another through appropriations, transfers, advances, etc.)
6. Appropriate accounting records should be maintained to reflect the balances of loans in every fund affected by such transactions.

3.9.1.30 No debt instrument issued by one fund and held by another fund can be consider an investment. Such activity should be accounted for and reported as an interfund loan. Although the accounting treatment for such situations is not specified within a source of authoritative pronouncements, GAAP standards require transactions to be with an external party in order to classify them as other than interfund.

**TAB - J**

**STAFF REPORT**

To: Mayor Orffer  
From: Todd Baun- Director of Public Works  
Date: September 5, 2018  
Re: Purchase of Thumper

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We budgeted \$40,000 to purchase a Thumper for the Light and Power department in 2018. This piece of equipment has been requested since at least 2009. The City currently has no way to locate underground faults in its underground primary distribution system. Therefore we rely on either Mason Co PUD #1 or #3 or Grays Harbor PUD to locate our underground faults. This adds additional time to our underground outages waiting for either of them to arrive with their “thumper” equipment. This also increases the cost to the City for the repair of the faulted cable (paying for their assistance). Since 2010, we have had a minimum of 35 underground faults in our system that we have had used other agencies to assist with their Thumper.

We advertised for bids for several weeks and have received 1 quote back for the Thumper.

This purchase will be coming out of the Light and Power fund as a Capital Equipment Expenditure.

**Action Requested:**

Per the Quotation provided by Megger. Please approve the purchase of the Thumper in the attached quote from Megger. The total cost will be \$33,725 without sales tax included.



## QUOTATION

City of McCleary 100 S. 3rd Street			<b>Megger Quote No:</b> ISDQ74927-01
			<b>Date:</b> Aug 15, 2018
			<b>Your Ref:</b> RFQ - ST16
			<b>Quotation Validity:</b> 30 Days
			<b>Payment Terms:</b> NET 30 Days
			<b>Currency:</b> US Dollars
			<b>Freight Terms:</b> EXW: Factory: Norristown, PA
			<b>Destination:</b> United States
McCleary WA 98557 United States (360)495-3667 (Ph) (360) 495-3097, (Fax) <b>Attn: Todd Baun</b>			
Shipment subject to change due to demand. Payment Terms are subject to credit verification. If Tax-exempt, certificate is required with purchase order.			
Please reference our Quote No. on all correspondence			
Thank you for your inquiry. We are pleased to submit the following Quotation subject to Megger Terms and Conditions.			

Item	Qty	Part Number	Description	Unit Price	Total Price	Lead Time
	1	ST16-M150T1IHSM	ST16-M150T1IHSM - Smart Thump, 16kV rated, Cart Mount inverter + battery, external DC option, 50 ft leads (standard), 14mm Male MC w/ Hotline clamp ends, w/ Impulse Current Decoupling (ICE), w/ Sheath test option (ESG NT sold separately), w/ Sectionalizing, w/ Manual voltage selection, with two (2) 15kv elbow adapters and freight costs.	\$33,725.00	\$33,725.00	4 - 6 wks ARO

### Notes:

- Cancellations are subject to a minimum 20% restocking fee.
- One instruction manual included when applicable; additional copies are subject to charge.
- Minimum order amount: \$125.00 USD.
- Any test reports or other special documentation required must be requested at time of inquiry and may be subject to charge.
- Delivery lead times quoted by Megger are ex-factory unless otherwise noted. Megger will not be responsible for late delivery penalties unless Megger has been advised in the quotation stage that such a condition exist and it has been agreed to in writing.
- Inspections by client representatives or third party contractors add to the delivery time and should be documented in the bid stage.

Once you've reviewed the enclosed information, should you have any questions or require additional information, please call me or contact our Technical Sales Representative in your area, D'Ewart Reps, Bothell, WA, at 425-485-6545.

On behalf of Megger

Justin Woo  
Inside Sales Representative  
214-331-7321  
Justin.Woo@Megger.com

## TERMS AND CONDITIONS OF SALE

**1. DEFINITIONS:** In these terms and conditions Megger will be referred to as the "Seller," the materials, goods and services to be furnished will be referred to as the "Goods," and the person or firm purchasing the Goods will be referred to as the "Buyer," and the Customer Acknowledgment or Invoice to which these Terms and Conditions of Sale are attached will be referred to as the "Agreement."

These Terms and Conditions of Sale shall supersede the terms of the Buyer's purchase order or contract in the event of contradiction or inconsistency herewith, and no other terms, agreements, or customs inconsistent herewith shall be binding upon the Seller. All orders are subject to acceptance by Seller at its principal place of business, 4271 Bronze Way, Dallas, Texas.

**2. PRICES AND TERMS:** (A) Domestic-Terms of payment for domestic shipments are net 30 days from the date of shipment. In the event shipment is delayed by the Buyer the terms of payment are net 30 days from the date of notification to the Buyer that equipment is ready for shipment. (B) Export-Acceptance of export sales cannot be made unless the Buyer (regardless of nationality) provides an irrevocable Letter of Credit drawn on a United States bank as specified by the Seller except where other arrangements have been accepted in writing by Seller, and payable in U.S. funds upon presentation of original invoice and Bill of Lading noting shipment from plant facility

**NOTE 1:** Buyer shall pay interest on all past due amounts at the lower of (a) one and one-half percent (1-1/2%) per month, or (b) the maximum nonusurious rate permitted by applicable law. Buyer agrees to pay all agency or attorney fees and court costs should it become necessary in the collection of delinquent payments.

**NOTE 2:** Unless otherwise agreed by Seller in writing, Buyer may not retain payment of any portion of the sales price. If Buyer disputes the accuracy of any portion of any invoice, Buyer may not withhold payment of the disputed amount, but shall promptly notify Seller specifying the amount in dispute and the reason therefor. Buyer will make timely payment of all amounts, including those in dispute. The parties will promptly attempt to resolve the dispute and, upon resolution, Seller will promptly pay any amounts due Buyer.

**NOTE 3:** Partial shipment and payment therefore will be allowed unless specifically excluded by the Buyer and agreed to by the Seller.

**3. PAYMENT:** (A) Payments are made in United States currency to Seller at the office of the corporation in Dallas County, Texas. (B) Payments of each invoice covering partial shipments shall become due in accordance with this Agreement. If Seller shall be delayed in shipment of the contract by action or inaction of the Buyer, Seller may store the Goods for Buyer's account and risk. See Paragraph No. 10. (Material Storage).

**4. TAXES:** Prices do not include sales, use, excise, added value, or any other direct tax of a similar nature of federal, state, county or municipal origin, nor do prices include any such tax imposed by government units outside the United States. If Seller should be required to collect and/or pay such taxes, the Buyer shall reimburse the Seller for full amount.

**5. DELIVERY:** Prices are quoted Ex-Factory of Origin, unless otherwise agreed in writing, and delivery to a transportation company properly consigned, shall constitute delivery to the Buyer

**6. CRATING: PASSAGE OF TITLE, AND INSPECTION:** Unless otherwise specified Goods for domestic shipment will not be crated. Title to the Goods covered by this Agreement will pass to the Buyer at the time of delivery of the shipment to the transportation company, subject to the security interest therein reserved in Paragraph No. 12 hereof, and inspection of such Goods will be at destination unless otherwise specified herein.

Unless otherwise agreed in writing, Buyer and carrier are responsible for Goods lost or damaged in transit.

**7. DELAYS:** Seller shall not be liable for any loss, delay default or damage resulting from any cause beyond its reasonable control, including without limitation, war, governmental regulation or interference, act of God, fires, floods, accident, damage to its plants, epidemics, quarantine restrictions, strikes, lockouts, insurrection, riot, embargoes, interruption of transportation facilities, and failure of suppliers to meet delivery schedules.

**8. CHANGES:** Changes requested of this Agreement will be reviewed for price adjustment and will be subject to acceptance by Seller.

**9. CANCELLATION:** This order may be canceled only upon written request and must be with Seller's consent. Cancellation charges are calculated as a percentage of the invoice price as follows:

5.0% 6 weeks or more prior to confirmed ship date.

10.0% 4-6 weeks prior to confirmed ship date.

15.0% 2-4 weeks prior to confirmed ship date.

20.0% 2 weeks or less prior to confirmed ship date.

**10. MATERIAL STORAGE:** In the event Buyer is not in position to receive shipment of the Goods by the previously requested or agreed upon shipping date, Seller will not be required to hold or store such Goods for a period of more than fifteen (15) days unless a charge of 1% of the selling price is authorized per month of storage thereafter.

**11. RETURNED GOODS:** Authority to return Goods (must be obtained) from and authorized official of the Seller. All return shipments must have transportation charges prepaid. Any Items returned by the Buyer for reason of his own is subject to a 20% restocking charge. Additional charges for reworking or replacement of parts will be assessed where necessary.

**12. CREDIT:** Seller reserves the right to require adequate security from the Buyer before continuing work whenever Seller believes the Buyer's credit is (in the Seller's opinion) impaired. It is agreed that to better secure payment of the amounts hereon, Seller shall have and retain a security interest in all Goods sold to the Buyer pursuant to this Agreement, and Buyer agrees to sign Financing Statements and other notices to establish the security interest held by Seller in accordance with the Uniform Commercial Code or such other requirements for the perfection of a security interest in all such goods. The Buyer hereby agrees that this order may be filed as a financing statement pursuant to the Uniform Commercial Code. It is further agreed that until the entire purchase price has been paid, the Goods shall remain personal property and shall not become a part of the real estate or a fixture thereon and shall be subject to all statutory rights regarding personal property.

**13. ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Buyer may not assign its rights under the Agreement without prior written consent of the Seller.

**14. PATENTS:** Seller does not warrant that the use by the Buyer of Goods sold, or articles or materials made therefrom alone or in combination with other materials will not infringe a patent.

**15. DESIGN AND DRAWINGS:** All data, drawings, designs, ideas, etc. furnished by Seller shall remain property of the Seller. All information pertaining to Seller's design and drawings is proprietary, confidential and not to be disclosed, disseminated or used for any purpose except as provided by Seller.

**16. LIMITATIONS:** This Agreement includes and shall constitute the sole and entire agreement between the parties hereto with respect to the sale and purchase of the Goods hereunder; that no promises, agreements, or obligations other than those expressly contained and set forth herein have been made or created by either party thereto; that terms of this Agreement, shall be independent of, and independently enforced from, this Agreement, and any breach thereof shall not affect the rights, duties or obligations of the parties hereunder; and further, that this Agreement cannot and shall not be changed or modified in any particular whatsoever by any officer, employee, or representative of the Seller in any capacity, unless such change or modification shall be in writing and signed by both parties hereto. This Agreement shall not be amended in any manner by a course of dealing in contravention thereto. The provisions of the Agreement are severable, and, if any of its provisions shall be held invalid, such provisions shall not affect or impair any of the remaining provisions of this Agreement. It is hereby agreed between the parties hereto that this Agreement would have been entered into had such invalid provisions not been included herein.

**17. ENFORCEMENT:** In the event the Buyer is adjudged bankrupt or files a voluntary assignment for the benefit of creditors, a receiver is appointed or if it becomes necessary for the Seller to employ an attorney for the collection of the amounts due hereunder or the enforcement of their rights hereby, Buyer agrees to pay a reasonable fee of not less than fifteen percent (15%) of the amount due hereon to Seller for the legal services required.

**18. WARRANTY:** SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND CAUSED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF THE GOODS FOR ANY PURPOSE WHETHER OR NOT KNOWN OR DISCLOSED TO SELLER, AND IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY SELLER WITH RESPECT TO THE GOODS EXCEPT AS PROVIDED BY SELLER TO BUYER SPECIFICALLY IN WRITING.

**19. REMEDIES:** BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY HEREUNDER, WHETHER AS TO GOODS DELIVERED OR FOR NON-DELIVERY OF GOODS, WHETHER RELATING TO QUANTITY, QUALITY, WEIGHT, CONDITION, LOSS OR DAMAGE AND WHETHER OR NOT BASED ON CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, SHALL BE LIMITED, AT SELLER'S OPTION, TO A REFUND OF THE PURCHASE PRICE PAID FOR, OR A REPLACEMENT OF, THE PARTICULAR DELIVERY OF GOODS SHOWN TO BE OTHER THAN AS WARRANTED OR, IN THE CASE OF DEFICIENCY IN QUANTITY, AT SELLER'S OPTION, A REFUND OF THE PURCHASE PRICE PAID FOR, OR A REPLACEMENT OF, THE QUANTITY SHOWN TO BE DEFICIENT, AND FAILURE TO GIVE WRITTEN NOTICE OF SUCH A CLAIM WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN THE CASE OF NON-DELIVERY), SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH GOODS. SELLER SHALL NOT BE LIABLE ON ANY CLAIM UNDER OR ARISING OUT OF OR FOR BREACH OF THIS AGREEMENT UNLESS ACTION THEREON SHALL BE BROUGHT AGAINST SELLER WITHIN ONE (1) YEAR FROM THE DATE OF DELIVERY OR BREACH. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

**20. GOVERNING LAW:** The transaction contemplated hereby, and the interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of Texas and the execution and delivery of this Agreement shall be deemed to be the transaction of business within Texas for the purposes of conferring jurisdiction upon courts located within such State. The parties hereto consent and agree that the District Court of Dallas County, Texas, or, at Seller's option, the United States District Court for the Northern District of Texas, Dallas Division, shall have sole and exclusive jurisdiction to hear and determine any claims or disputes between Seller and Buyer pertaining to this Agreement or to any matter arising out of or relating to this Agreement. Buyer hereby irrevocably waives any objection that Buyer may now or hereafter have to the laying of venue in such courts, including without limitation any claim based upon improper venue or forum non conveniens. Nothing in this Agreement shall be deemed or operate to preclude the enforcement by Seller of any judgment or order obtained in such forum or the taking of any action under this agreement to enforce same in any other appropriate forum or jurisdiction.

**21. ARBITRATION:** Any controversy or claim between or among the parties hereto including, but not limited to those arising out of or relating to this Agreement or any related agreements, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if applicable, applicable State law), the rules of practice and procedure for the arbitration of commercial disputes of Judicial Arbitration and Mediation Services, Inc. ("J.A.M.S."), and the "Special Rules" set forth below in the event of any inconsistency, the Special Rules shall control. Judgement upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action.

**A. Special Rules:** The arbitration shall be conducted in the City of Dallas, Texas and administered by J.A.M.S. who will appoint an arbitrator, if J.A.M.S. is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will be commenced within 90 days of the demand for arbitration; further, the arbitrator shall, only upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional 60 days.

**B. Reservation of Rights:** Nothing in this Agreement shall be deemed to limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this Agreement; or limit the right of the Seller (a) to exercise self help remedies or (b) to foreclose against any real or personal property collateral, or (a) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief, writ of possession or the appointment of a receiver. Seller may exercise such self help rights, foreclose upon such property, or obtain such provisional or ancillary remedies before, during or after the pendency or any arbitration proceeding brought pursuant to this Agreement. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies shall constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate the merits of the controversy or claim occasioning resort to such remedies.

**22. TEXAS DTPA:** BUYER HEREBY WAIVES ANY RIGHTS THAT BUYER MAY HAVE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT AS SET OUT IN THE TEXAS BUSINESS & COMMERCE CODE SECTION 17.41 et seq. OR ANY SUCCESSOR STATUTE, TO THE FULLEST EXTENT THE BUYER MAY LAWFULLY SO DO.

**23. WAIVER:** Failure of the Seller to enforce any of these terms or conditions or to exercise any right accruing through the default of the Buyer shall not affect or impair the Seller's rights, if such default continues or if any subsequent default of the Buyer occurs, and such failure on the part of Seller shall not constitute a waiver of other or future defaults of the Buyer.



## Megger Warranty Information

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Megger, Inc. warrants to the original purchaser that the product is free from defects in material and workmanship for a period of twelve (12) months from the date of shipment. This warranty is limited and shall not apply to equipment which has damage or cause of defect, due to accident, negligence, unauthorized modifications, improper operation, faulty installation by the purchaser, or improper service or repair by any person, company, or corporation not authorized by Megger, Inc.

Megger, Inc. will, at its own option, either repair or replace those parts and / or materials that it deems to be defective. Any costs incurred by the purchaser for the repair or replacement of such parts and / or materials shall be the responsibility of the original purchaser.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ON THE PART OF MEGGER, INC., AND IN NO EVENT SHALL MEGGER, INC. BE LIABLE FOR THE CONSEQUENTIAL DAMAGES DUE TO THE BREACH THEREOF.

## Megger Extended Product Warranty Program

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Megger also offers the same coverage as described above for periods longer than one year, at a nominal additional charge. This charge is 5% of the list price of the product for each year of coverage requested.

**NOTE: An extended product warranty must be purchased at the same time as the purchase of the new unit.**

The cost of the warranty is based on the list price only.

**Other details concerning this program are as follows:**

1. The extended product warranty program applies to all newly purchased Megger manufactured products or Megger factored products (excluding high voltage systems).
2. It does not cover any individual software products.
3. It does not cover hardware/firmware updates which might be added to a product during the initial or extended warranty period.

Megger, Inc markets their products under a variety of brand names. The particular brand name will determine where a product is returned for warranty repair / replacement as follows:

Brand Names

Location

Biddle, Megger, Metrosonics, HDW, Seba

Attn: Service & Repair Department  
2621 Van Buren Avenue  
Norristown, PA 19403  
Phone: 610-676-8500  
Toll Free: 1-800-641-2349, option 2

Multi-Amp, Programma

Attn: Service & Repair  
4271 Bronze Way  
Dallas, TX 75237  
Phone: 214-333-3201  
Toll Free: 1-800-641-2349, option 1

Prior to returning any product to Megger, Inc., first call the appropriate telephone number to request a Return Authorization Number.

**TAB - K**

**STAFF REPORT**

To: Mayor Orffer  
From: Todd Baun- Director of Public Works  
Date: September 5, 2018  
Re: Purchase of Chipper

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We budgeted \$40,000 to purchase a Chipper for the Light and Power department in 2018.

The City, in August of 2001 approved the purchase of a used chipper for the Light and Power Dept. With the purchase of the chipper we have been able to process the brush more efficiently, work more productively and manage the waste more ecofriendly.

Since the chipper was purchased as a used machine, the actual age of the chipper is in excess of 17years old. We have had to rebuild the “upper” end of the motor; there is a main bearing that will need to be replaced and we are anticipating even more repairs as the machine is used and ages.

The past few months, we had a major breakdown of the chipper. At this time we have not acquired a repair estimate for engine repair. It may be time to analyze the cost of repair vs. the cost of a replacement. As mentioned above, the chipper may be reaching the end of its life span.

We have contacted Vermeer, who provides contract pricing for chippers in the NJPA contract, which we are a part of.

This purchase will be coming out of the Light and Power fund as a Capital Equipment Expenditure.

**Action Requested:**

Per the Quotation provided by Vermeer. Please approve the purchase of the Chipper in the attached quote from Vermeer. The total cost will be \$33,059.97, with sales tax included.

**BC1000XL 89 - 12" Brush Chipper with 89 hp Engine**

**Basic Unit - Gas (Use this pricing if specifications beyond those shown below are desired)**

BC1000XL Brush Chipper (12" capacity drum style) w/ 89 hp PSI 3.0L gas engine, isolated engine and cutter housing, 12"x17" feed opening, high coolant temperature and low oil pressure automatic shutdown, LED trailer lighting, live hydraulics, horizontal feed roller, SmartFeed, ECO Idle, 20 gallon fuel tank, lockable engine shield, jack, infeed table w/ lower feed stop bar (420); 5200 lb. Torflex axle w/ electric brakes, telescoping tongue, pintle hitch, break-away switch and 6-bolt ST235/80R16 LRE tires (027); basic discharge deflector (019); basic sound reduction (single-layer infeed curtain and standard discharge chute) (086); gas instrumentation panel (multifunction electronic display and fuel gauge) (074)

For additional options, see "Optional Features" section below.

☐ Basic Unit Price:

**Value Package (20VP) (Receive additional savings by ordering unit with most commonly requested specifications)**

To receive addl savings, order unit as specified above, "As Is" with NO change to options shown above.

☒ Value Package Price: **\$28,856.00**

☐ Replace pintle hitch w/ 2" ball hitch - p/n 120015001

To receive "Optional Features" below, add to "Basic Unit" price above to arrive at final pricing. DO NOT add to "Value Package" pricing.

**Optional Features:**

**Add to Basic Unit Price:**

- ☐ 7000 lb. Torflex axle w/ elec. brakes, telescoping tongue, pintle hitch, break-away switch, 8-bolt ST235/80R16 LRE tires (028)
- ☐ 5200 lb. Torflex axle w/ hydraulic brakes, fixed tongue, pintle hitch, break-away switch, 6-bolt ST235/80R16 LRE tires (029)
- ☐ 2" Ball Hitch (part # 120015001 - must be ordered thru Parts Dept)
- ☐ Deluxe Discharge Deflector (quick ground adjustment) (020); in lieu of Basic
- ☐ Deluxe Sound Reduction (triple-layer infeed curtain and coating on discharge chute) (087); in lieu of Basic
- ☐ Instrument Panel Cover (lockable) (112)
- ☐ Belt and Knife Service Kit (992)
- ☐ Flag Mounts (993)
- ☐ Cone Storage Mount (994)
- ☐ Miscellaneous Features: sales code \_ \_ \_

\$ \_\_\_\_.

**Subtotal: \$28,856.00**

**Dealer Freight & Prep: \$1,530.00**

**Quantity: 1**

**Total: \$30,386.00**

**Enter Sales Tax %: 8.80% Sales Tax: 2673.97**

**Grand Total: \$33,059.97**

**Pricing effective 05/06/18**

NOTE: All pricing in USD \$

NOTE: Include applicable sales tax

Quotes valid for 30 days

ACCEPTED:

Vermeer

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

DATE: \_\_\_\_\_

Customer

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

DATE: \_\_\_\_\_

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.



**TAB - L**

**TAB - M**

**STAFF REPORT**

To: Mayor Orffer  
From: Todd Baun- Director of Public Works  
Date: September 5, 2018  
Re: Lineman Apprentice Position

---

As part of our employee succession planning, we have decided to start the hiring process of an Apprentice Lineman position. We advertised the position in June and received over 60 applicants for the position. We then narrowed the pool to 24 candidates that we would conduct an initial oral interview with. Of those 24 initial interviews, we narrowed that group to 10 candidates, we will conduct a second interview during the week of September 24<sup>th</sup>. The second interview will consist of a panel interview with management staff, a brief written test and a physical test. This interview will last approximately 2 hours for the 10 candidates.

The written test will consist of 15 math questions and 5 construction design drawing comprehension questions.

The physical test battery will be completed outdoors and will be physical in nature,

Our goal is to have a top candidate come out of the 2<sup>nd</sup> interview, and start working for the City of McCleary by early November.

Succession planning is the process whereby an organization ensures that employees are recruited and developed to fill each key role within the company. In this process, you ensure that you will never have a key role open for which another employee is not prepared.

We are having at least 3 employees in Light and Power that are eligible for retirement the in the next 5-10 years and an apprentice will take 3 years to become an Journeyman Lineman.

**TAB - N**

**STAFF REPORT**

To: Mayor Orffer  
From: Todd Baun- Director of Public Works  
Date: September 5, 2018  
Re: Museum Discussion

---

The museum has approached the City for guidance on several major maintenance issues at the Museum, located at 314 S. 2<sup>nd</sup> Street.

I have attached the agreement that has the City taking ownership of the property in 2003. Since that time, the city has not had to perform any maintenance on the building. All the maintenance and caretaking of the Museum has been completed by the Historical Society.

I have taken several trips to the Museum to look at these Major maintenance issues. They include the roof, interior walls, carpet, heating and foundation issues. Since the Historical Society has limited funds, they have asked the City for assistance. The direst need, in my opinion, is the roof. It has several holes where water is coming into the interior and causing several of the other issues. The Historical Society has gotten 3 quotes, which I have attached for your review.

**Action Requested**

Please discuss this subject and determine if this is something that the City is willing to help with or if there are other options that you would like to see.

If a new roof is decided to in be installed, based on the quotes received, staff recommends that we accept the bid from Western Washington Construction LTD, for a tear off and Re-Roof, with 30 yr. Highlander for \$9,704.96 with sales tax included. I would also look at their option of installing gutters and fascia boards for an additional \$1,876.80.



# Proposal

Page # \_\_\_\_\_ of \_\_\_\_\_ pages

Cell: 360-388-8222

Office: 360-807-4200

Fax: 360-807-4207

E-Mail: gtroofing2011@hotmail.com

www.gtroofingwa.com

Lic # GTROOTR897JQ

## GT Roofing LLC.

P.O. Box 1711

Centralia, WA 98531

360-388-8222

*Simpson Building*

Proposal Submitted To: <i>Al Agurkis</i>	Job Name	Job #
Address: <i>314 2nd S McCleary WA</i>	Job Location	
	Date: <i>6-20-18</i>	Date of Plans
Phone # <i>495 3740</i>	Fax #	Architect

We hereby submit specifications and estimates for:

*Tear off existing roofing*

*Clean up*

*Install edge metal*

*Install new vents*

*Install new flashing*

*Replace 2 skylights 2x4 curb*

*Install 15 LBS felt ASTM*

*Re-roof*

*Install 40 years Composition roofing architectural material Highlander*

*Hand nailed*

*Clean jobsite of debris caused by our work*

*10 years workmanship warranty*

*each piece of plywood that needs replaced will be an extra \$60*

*any fascia or rafters that needs replaced will be an extra \$45 an hour plus material*

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ *3,150.00* plus tax and permit

Dollars

with payments to be made as follows: *50% down payment with balance due upon completion of roof*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any replacement damaged sheathing, soffit board or structural damage, or the necessity to mortar cut and counter flash chimney will become an extra charge over and above estimates. The down payment is non-refundable. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our worker's are fully covered by Workman's Compensation Insurance.

Respectfully Submitted:

GT Roofing LLC

Note- this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

### Acceptance of Proposal

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

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

# WESTERN WASHINGTON CONSTRUCTION, LTD.

P.O. Box 821 Aberdeen WA 98520

Office (360) 538-0227 Fax (360) 537-7022

Email: [wwc2007@comcast.net](mailto:wwc2007@comcast.net)

WESTEWC044BK

## PROPOSAL & ACCEPTANCE

**DATE:** 6/22/2018

**PROPOSAL #:** 062218-3

**Proposal Submitted To:**

Al Agurkis  
314 2nd Street  
McCleary WA, 98557

# 360-495-3740

**Project Site:**

314 2nd Street  
McCleary WA, 98557

**Proposal To Include:** Tear Off & Re-Roof

- \* Tear off existing roof to skip sheathing
- \* Install new 7/16 OSB sheathing
- \* Install new 15 lb. ASTM felt paper
- \* Re-roof Malarkey 30 yr. Highlander or 40 yr Vista Architectural shingle (choice of color)
- \* Install new stainless chimney kit
- \* Install new 12" vented ridge
- \* Install new painted steel drip and rake edge metal
- \* Install new no-caulk pipe flashings
- \* All roofing to be nailed six nails per shingle with hot dipped galvanized nails
- \* All roofing to be done to NRCA standard

**Proposal To Include:** Install Gutters & Fascia Boards

- \* Install 100' of new 5" K-Line Gutters and Fascia Boards

**\*All debris to be carefully cleaned and hauled from job site\***

Authorized signature \_\_\_\_\_

Date of acceptance \_\_\_\_\_

WESTERN WASHINGTON CONSTRUCTION, LTD.

**ANY ADDITIONAL WORK INCLUDING ROT TO BE CHARGED ABOVE THE PRICE OF  
THE CONTRACT**

*Proposal includes material and labor as required in accordance with the above specifications*

**Tear Off & Re-Roof**

<b>30 Yr Highlander</b>		<b>\$ 8,920.00</b>
<b>Sales tax</b>	<b>8.80%</b>	<b>784.96</b>
<b>Total</b>		<b>\$ 9,704.96</b>

**Tear Off & Re-Roof**

<b>40 Yr Vista</b>		<b>\$ 9,845.00</b>
<b>Sales tax</b>	<b>8.80%</b>	<b>866.36</b>
<b>Total</b>		<b>\$ 10,711.36</b>

**Install Gutters & Fascia Boards**

<b>Amount</b>		<b>\$ 1,725.00</b>
<b>Sales tax</b>	<b>8.80%</b>	<b>151.80</b>
<b>Total</b>		<b>\$ 1,876.80</b>

**Opition for Garage Roof**

<b>Amount</b>		<b>\$ 2,480.00</b>
<b>Sales tax</b>	<b>8.80%</b>	<b>218.24</b>
<b>Total</b>		<b>\$ 2,698.24</b>

Permit cost is extra if applicable

*Terms: 1/2 down; payment of balance upon completion*

*All credit card payments will be assessed a 3% handling fee*

**Warrantee: 5 yr. labor/40 yr. manufactures warranty on materials**

***\*This proposal may be withdrawn if not accepted within 15 days.\****

**THE ABOVE PRICES, SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY  
ACCEPTED. YOU ARE AUTHORIZED TO COMPLETE THIS CONTRACT AS SPECIFIED.  
PAYMENT WILL BE MADE AS OUTLINED ABOVE.**

**Signature of Company**

**Shane Chapin**

**Authorized signature**\_\_\_\_\_

**Date of acceptance**\_\_\_\_\_

**Please be sure to sign both pages**

Serving  
Western Washington  
for over 40 years.



LIC. NO. A1ROOI\*111PR

A-1 Roofing  
522 E. Market St.  
Aberdeen, WA 98520  
(360) 532-7335

PROPOSAL SUBMITTED TO <b>Al Agurkis</b>	PHONE <b>360-495-3740</b>	DATE <b>6/26/2018</b>
STREET <b>314 2nd Street</b>	EMAIL <b>agurkis@comcast.net</b>	
CITY, STATE AND ZIP CODE <b>McCleary, WA. 98557</b>	JOB LOCATION <b>McCleary</b>	

We hereby submit specifications and estimates for:

**TEAR-OFF - RE-SHEET - RE-ROOF**  
**ARCHITECTURAL COMPOSITION**

- Tear off existing layer (s) of Roofing and haul away.
- Sheet Roof using 1/2" CDX Plywood.
- Install Ice & Water Shield around the Perimeter of the roof.
- Install Starter and Rake Edge Metals.
- Apply 15 Lb Felt Paper.
- Apply Composition, Hand-Nail, 6 Nails per Shingle.
- Install all necessary Vents and Flashing.
- Clean Exterior job site of all our debris.

**INVESTMENT:**

**Malarkey Highlander AR: \$10,000.00**  
**Plus Tax and Permit**

**OPTIONS:**

**Back Porch & Breezeway: Add - \$1,800.00**  
**Display Room w/2 New Skylights: Add - \$4,800.00**  
**Replace Rake Edge Metal on Garage: Add \$150.00**  
**Plus Tax and Permit**

**Any rot to be replaced at an additional \$85.00 per sheet and \$8.00 per Ln. Ft.**

**We propose** here by to furnish material and labor - complete in accordance with above specifications, for the sum of:

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

Payment to be made as follows: **1/2 Down Balance Due upon Completion of Work.**

All work to be completed in a workmanship manner according to standard roofing practices. Any replacement of damaged sheathing, soffit board, or structural damage, or necessity to mortar, cut, and counter-flash chimney and vents will constitute an extra charge over and above the stated contract sum. Down payments are non-refundable. Contractor is authorized to substitute roofing materials as long as the substitute meets or exceeds the specifications of the quoted materials. Time of performance of work will be in accordance with contractor's availability. Owner to carry standard peril insurance on the premises. Contractor shall not be responsible for damage to land or driveway caused by weight of loaded trucks. Payment in full to be made upon completion. Service charge of 1.5% per month for past due account. Customer agrees to pay reasonable attorney fees and costs in the event of collection for non-payment. Credit card fees will apply.

Note: This proposal may be withdrawn by us if not accepted within 30 days. Authorized Signature \_\_\_\_\_

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

## **AGREEMENT**

THIS AGREEMENT entered into by and between the McCLEARY HISTORICAL SOCIETY, a non-profit association, hereinafter "SOCIETY"; and the CITY OF McCLEARY, a municipal corporation, hereinafter "CITY".

### **RECITALS:**

1. The SOCIETY currently owns certain real property, the legal description of which is attached as Exhibit Number 1.
2. The SOCIETY is desirous of transferring the real property to the CITY under a Quit Claim Deed upon certain conditions.
3. The CITY is willing to accept that property subject to compliance by the SOCIETY with the conditions.
4. The SOCIETY has represented to the CITY that the transfer may be effectuated without violating any term or condition of the existing Deed.

NOW, THEREFORE, for good and valuable consideration, it is agreed as follows:

SECTION I: Subject to its compliance with the provisions of Section II, the SOCIETY shall transfer that certain real property described more fully upon Exhibit Number 1 to the CITY.

SECTION II: The CITY will accept and retain ownership of the real property subject to the SOCIETY's compliance with the following terms and conditions:

A. Maintaining the property in good and operable condition in compliance with any applicable Codes.

B. Maintaining any and all obligations in relation to the property, including, but not limited to, utility bills, real estate and personal property taxes, to the extent that they may at any time be applicable to the property, and insurance payments in a current status.

C. Obtaining and maintaining a general liability policy of no less than \$1,000,000 providing for premises liability, including, but not limited to, injury of person or property: PROVIDED THAT, the CITY agrees that it will cooperate in determining if the CITY's current insurer is able and willing to provide coverage satisfactory to the CITY. In that event, the SOCIETY shall reimburse the CITY for the additional cost.

D. Maintaining and operating the structure as a site of a historical display.

SECTION III: So long as the SOCIETY is in compliance with its responsibilities under this agreement, the CITY agrees that it will execute a written lease with the SOCIETY so that the SOCIETY may continue the use of the property as a museum and cultural facility as well as uses reasonably related thereto. The lease shall contain including provisions satisfactory to the CITY and the WASHINGTON CITIES INSURANCE AUTHORITY as to the matter of the SOCIETY's responsibility to hold the CITY harmless from any liability arising from the use or possession of the property. It shall further include provision for termination in the event of non-compliance, after the giving of appropriate notification by the CITY and an opportunity to cure any non-compliance identified by the CITY.

SECTION IV: In the event the SOCIETY fails to comply with the terms and conditions of Section II, then, at its sole option, the CITY may take the following steps:

A. Execute a Quit Claim Deed returning the ownership of the property to the SOCIETY; or

B. Execute a Quit Claim Deed to the holder of any reversionary interest in the property which is understood by the CITY to be the heirs, successors, and assigns of IRIS ESTHER CARNELL. Prior to taking these steps, the CITY may, but is not required to, give the SOCIETY notice of its intention and of the particular violations which are triggering the exercise of the intention.

Upon the giving of the deed, any responsibility of the CITY as to the property, whether under this agreement, any lease which may be executed in furtherance of this agreement, or otherwise, shall be terminated.

SECTION V: Each party agrees that it has had the opportunity to have this agreement reviewed by counsel of its choices. In recognition of that, the rule of interpretation against the initial drafter shall not apply.

EXECUTED IN MULTIPLE COPIES UPON THE DATES STATED BELOW.

CITY OF McCLEARY:

3/08/03 Wallace Bentley  
DATE WALLACE BENTLEY, Mayor

ATTEST:

Donnie Rostedt  
DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

Daniel O. Glenn  
DANIEL O. GLENN, City Attorney

McCLEARY HISTORICAL SOCIETY:

3-11-03 By Ellsworth Curran  
DATE ELLSWORTH CURRAN, Its President  
By Donna Curran  
, Its Secretary