

CHEHALIS CITY COUNCIL AGENDA
 CITY HALL
 350 N MARKET BOULEVARD, CHEHALIS, WA 98532

Terry F. Harris, District 1 Daryl J. Lund, District 2 Dr. Isaac S. Pope, District 4	Anthony E. Ketchum Sr., District 3 Mayor	Dennis Dawes, Position at Large, Mayor Pro Tem Chad E. Taylor, Position at Large Bob Spahr, Position at Large
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January 25, 2010

5:00 P.M.

WORK SESSION		
1. <u>Briefing on Lewis County Multi-Jurisdictional Hazard Mitigation Plan.</u> (Emil Pierson - City of Centralia, Community Development Director)	---	

Regular Meeting of January 25, 2010

6:00 P.M.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
2. <u>Call to Order.</u> (Mayor)		
3. <u>Pledge of Allegiance.</u> (Mayor)		

SPECIAL BUSINESS		
4. <u>Council Committee Appointments.</u> (City Council)	---	

CITIZENS BUSINESS

This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.

PUBLIC HEARINGS

5. <u>Public Hearing on Surplus of City Property at 1795 S. Market Boulevard.</u> (Acting Public Works Director, Wastewater Superintendent)	---	1
6. <u>Public Hearing on Lewis County Multi-Jurisdictional Hazard Mitigation Plan.</u> (Community Development Director)	---	2

PRESENTATIONS / PROCLAMATIONS

7. <u>Year-end Recap on Chehalis Renaissance Plan.</u> (Larry McGee, CCRT Chair)	---	
8. <u>Dating Violence Awareness Month - February.</u> (Mayor)	---	

CONSENT CALENDAR

9. <u>Minutes of the Regular Meeting of January 11, 2010.</u> (City Clerk)	APPROVE	3
10. <u>Vouchers and Transfers.</u> (Finance Manager)	APPROVE	6
11. <u>Authorize City Manager to Execute Engineering Services Agreement for the Jackson Highway Bridge Water Main Replacement Project.</u> (Acting Public Works Director, Water Superintendent)	AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT BETWEEN CITY AND BERGER/ABAM FOR ENGINEERING SERVICES FOR THE JACKSON HIGHWAY BRIDGE WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$14,456	10
12. <u>Award Bid for the Chehalis Way Finding Signs, Posts and Hardware to Zumar Industries, Inc.</u> (Acting Public Works Director, Street Superintendent)	AWARD BID FOR CHEHALIS WAY FINDING SIGN PROJECT TO ZUMAR INDUSTRIES, INC. IN THE AMOUNT OF \$23,461.77	22
13. <u>Appointment of J.C. Hewett to the Library Advisory Board.</u> (Corine Aiken, Library Manager)	APPOINT J.C. HEWETT TO THE LIBRARY ADVISORY BOARD FOR A FIVE YEAR TERM EXPIRING JANUARY 25, 2015	35

STAFF AND CITY COUNCIL REPORTS		
14. <u>Staff Reports.</u>		
a. November and December financial reports. (Finance Manager) (December report will be handed out at the council meeting)	INFORMATION ONLY	40
b. 4 th quarter sales and use tax report. (Finance Manager)	INFORMATION ONLY	45
15. <u>Council Reports.</u>	INFORMATION ONLY	
a. Councilor reports. (City Council)	INFORMATION ONLY	
b. Council committee reports. (City Council)		

NEW BUSINESS		
16. <u>Resolution No. 2-2010, First and Final Reading – Adopting the Lewis County Multi-Jurisdictional Hazard Mitigation Plan.</u> (Community Development Director)	ADOPT	46
17. <u>Resolution No. 3-2010, First and Final Reading – Surplusing City Property at 1795 S. Market Boulevard.</u> (Acting Public Works Director, Water Superintendent)	ADOPT	48
18. <u>Resolution No. 4-2010, First and Final Reading – Surplusing City Property.</u> (Police Chief)	ADOPT	51

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON
OTHER ITEMS NOT LISTED ON THIS AGENDA**

NEXT REGULAR CITY COUNCIL MEETING WILL BE ON MONDAY, FEBRUARY 8, 2010

CITY OF CHEHALIS
AGENDA REPORT

DATE: January 15, 2010
TO: The Honorable Mayor and City Council
FROM: Dave Vasilauskas, Water Superintendent
Patrick Wiltzius, Acting Public Works Director
SUBJECT: Public Hearing - Use and/or Disposition of Property at 1795 S. Market Blvd.

ISSUE

A public hearing is being held prior to any determination by the administration on the possible disposition of property at 1795 S. Market Blvd.

DISCUSSION

In order to construct a water pumping station the Water Division purchased property at 1795 S. Market Blvd.. The pump station was installed on the southwest corner of the property. The property has since been short-platted so that the pump station is on one parcel and the original house is on another. The administration proposes to surplus the parcel with the house.

At this time, the administration is seeking public comments to determine whether or not the property should be surplus.

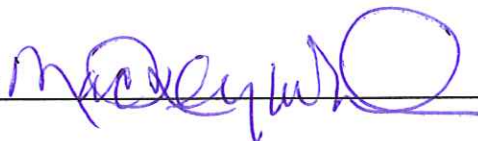
RECOMMENDATION / COUNCIL ACTION DESIRED

The administration recommends that the council accept public testimony regarding disposition (or potential future uses) of city-owned property at 1795 S. Market Blvd.

SUGGESTED MOTION

(Mayor) I now open the public hearing regarding the disposition or future uses of city-owned property at 1795 S. Market Blvd.

(Mayor) I now close the public hearing.

Reviewed by  City Manager

**CITY OF CHEHALIS
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Bob Nacht, Community Development Director
DATE: January 20, 2010
SUBJECT: Public Hearing; Lewis County Multi-Jurisdiction Hazard Mitigation Plan

ISSUE

The city must adopt an updated Hazard Mitigation Plan to remain eligible for Federal Emergency Management Administration (FEMA) disaster relief assistance. Lewis County has taken the lead to develop a multi-jurisdiction plan that can be adopted by Chehalis, and that will meet the FEMA requirements. A public hearing must be conducted on the Chehalis component of that plan.

DISCUSSION

FEMA rules require that any jurisdiction or agency requesting disaster assistance from FEMA must have adopted a comprehensive hazard mitigation plan. FEMA will not consider any request for assistance if the jurisdiction does not have a current plan. FEMA also requires that these plans must be updated every five years. The city's current plan will expire at the end of this month, and the updated plan must be adopted before next month.

Approximately 53 jurisdictions and agencies collaborated on an updated multi-jurisdiction plan last year. That plan was developed by the Centralia Community Development department as a consultant to Lewis County, and includes a component unique to Chehalis. The current Chehalis plan was developed the same way five years ago, and all of the participating partners benefit from the 'economy of scale' when hiring a consulting firm for this type of project.

A printed copy of the portions of the plan that relate to Chehalis has been distributed to the council members under separate cover. The complete plan document is 1,200 pages in size because it includes so many jurisdictions and agencies. The Chehalis component and the general components are around 150 pages – a much more manageable size for review and discussion. However, the entire plan (which includes all participating jurisdictions and agencies) can be distributed on a Compact Disk (CD) on request.

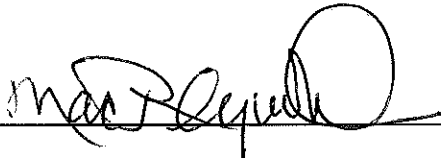
Many public open houses and hearings were held during the development of the plan document. Another public hearing must be held by each of the adopting jurisdictions as part of their adoption process.

RECOMMENDATION / COUNCIL ACTION DESIRED

The administration recommends that the council conduct a public hearing on the Chehalis component of the Lewis County Multi-Jurisdiction Hazard Mitigation Plan. Any comments received during the hearing would be addressed during the presentation of the adopting Resolution later in the meeting.

SUGGESTED MOTION

(Mayor) I now open the public hearing on the Chehalis component of the Lewis County Multi-Jurisdiction Hazard Mitigation Plan.

Reviewed by  _____ City Manager

January 11, 2010

The Chehalis city council met in regular session on Monday, January 11, 2010, in the Chehalis city hall. Mayor Ketchum called the meeting to order at 5:30 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, Chad Taylor, and Dennis Dawes. Staff present included: Merlin MacReynold, City Manager; Bill Hillier, City Attorney; Judy Schave, City Clerk; and Peggy Hammer, Human Resources Administrator.

1. **Executive Session.** Mayor Ketchum announced the council would be in executive session pursuant to RCW 42.30.140(4)(a) – collective bargaining for approximately 30 minutes and there may be a decision following the conclusion of the executive session.

Mayor Ketchum closed the executive session at 5:46 p.m. and announced the council would take a fourteen-minute recess and reopen the regular meeting at 6:00 p.m. Additional staff included: Glenn Schaffer, Police Chief; Kelvin Johnson, Fire Chief; Bob Nacht, Community Development Director; Becky Fox, Court Administrator; and Patrick Wiltzius, Wastewater Superintendent. Members of the news media in attendance included Paul Walker of KITI.

2. **Introduction of New Centralia-Chehalis Chamber Director.** Jim Valley introduced himself as the new executive director of the Centralia-Chehalis Chamber of Commerce. He reported he was originally from Centralia, but had connections to Chehalis as his father was an attorney in the area in the 1960s and 1970s. Mr. Valley stated he looked forward to a very healthy and active relationship with the city, adding it was a new Chamber and he planned on being very visible, and very public.

Mr. Valley reported the annual Chamber banquet was coming up on Friday, January 22, and the council should be receiving their invitations very quickly. He noted they were planning on making an announcement soon, on the frequent Chamber events coming to Chehalis in the very near future.

3. **Presentation of Award.** Mike Ashton, President of the Lewis County Youth Soccer Association (LCYSA), stated he was asked by his board to present the Chehalis Parks and Recreation Department with a plaque to recognize them for their commitment, support, and dedication to all youth soccer participants. Mr. Ashton stated the Association represented over 1900 participants in their programs throughout Lewis and parts of Thurston County. He noted the board felt it was important to recognize communities for all of the assistance they give.

Mr. Nacht accepted the plaque on behalf of the staff and the city of Chehalis. He thanked the LCYSA and the Chehalis Soccer Association for the hundreds of hours they donate to the youth programs, and for the quality of programs they provide. Mr. Nacht also thanked Mr. Ashton for his volunteer efforts, as well.

Mayor Ketchum turned the floor over to the city clerk for the swearing in of the newly elected and re-elected council members, and for the election of the mayor.

4. **Swearing-in of Newly Elected and Re-elected Council Members.** Municipal Court Judge Steve Buzzard administered the oaths of office to Dennis Dawes, District No. 1 At-large; Chat E. Taylor, District No. 2 At-large; and Bob Spahr, District No. 3 At-large.

5. **Election of Mayor and Mayor Pro-Tem for 2010-2011.** The floor was opened for nominations for the position of Mayor. Councilor Taylor nominated Councilor Tony Ketchum for Mayor. There being no further nominations, nominations were closed.

Councilor Taylor moved to appoint Councilor Ketchum as Mayor.

The motion was seconded by Councilor Pope and carried unanimously.

Mayor Ketchum assumed his position as Mayor and opened the floor for nominations for the position of Mayor Pro Tem.

Councilor Taylor nominated Councilor Dennis Dawes as Mayor Pro Tem. There being no further nominations, nominations were closed.

January 11, 2010

Councilor Taylor moved to appoint Councilor Dawes as Mayor Pro Tem.

The motion was seconded by Councilor Spahr and carried unanimously.

Mayor Ketchum welcomed Lewis County Commissioner Bill Schulte to the meeting.

6. **Consent Calendar.** Councilor Harris moved to amend the consent calendar, to add the collective bargaining agreement for the Teamsters non-uniformed personnel.

The motion was seconded by Councilor Lund and carried unanimously.

Councilor Dawes moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular meeting of December 14, 2009, and the special meeting of December 21, 2009;
- b. Claim Vouchers No. 95505-95627 in the amount of \$1,039,333.88 dated December 21, 2009, and Payroll Vouchers No. 33156-33249 and 1143-1212 in the amount of \$710,127.69 dated December 31, 2009;
- c. Set date and time of January 25, 2010, at 6:05 p.m. for public hearing regarding surplus of city property located at 1795 S. Market Boulevard;
- d. Set date and time of January 25, 2010, at 6:10 p.m. for public hearing on the Chehalis component of the Lewis County Multi-Jurisdictional Hazard Mitigation Plan; and
- e. Accept collective bargaining agreement between the City and Teamsters Local #252, representing the non-uniformed personnel, from January 1, 2008 to December 31, 2010.

The motion was seconded by Councilor Lund and carried unanimously.

7. **Staff Reports.**

a. **Briefing on Lewis County Multi-Jurisdictional Hazard Mitigation Plan.** City Manager MacReynold reported a work session had been scheduled prior to the regular meeting on Monday, January 25, 2010, at 5:00 p.m., for the council to be briefed on the Lewis County Multi-Jurisdictional Hazard Mitigation Plan. He noted the information would be presented by Bob Nacht and Lead Project Manager Emil Pierson from the city of Centralia.

b. **Council Committee and Board Appointments.** City Manager MacReynold reminded the council to review the updated listing of council committee and board appointments, which was provided by the city clerk. He noted they would be discussing and finalizing the appointments at the next council meeting. Mayor Ketchum asked that the council members have their information turned back in to the city clerk prior to the meeting of the 25th.

Councilor Dawes reported he had been on the Cowlitz-Lewis Economic Development District Board for several years, but had never been contacted by them. City Manager MacReynold stated he was familiar with the board, which did exist; and he would have staff follow up on it.

Councilor Dawes talked briefly about the Lewis County Law and Justice Council, noting the meetings tended to be geared more towards staff and really didn't apply to council. He felt it was adequately staffed by the Court Administrator and the Chief of Police, who attend the meetings regularly.

8. **Council Reports.**

a. **Introduction of Family Members.** Councilor Taylor introduced his family members in the audience, including his wife Coralee, his son Franklin, and his parents Duane and Karen Taylor.

January 11, 2010

Councilor Dawes introduced his wife Kathy, who was also in attendance.

b. **Quarterly Meeting with Fire District #6.** Mayor Ketchum reminded council representatives and staff about the quarterly meeting with Fire District #6 on Tuesday, January 12.

9. **Resolution No. 1-2010, First and Final Reading – Amending the 2009 Budget of the Chehalis-Centralia Airport.** Airport Manager Allyn Roe reported the agenda report and its attachment outlined the figures they were looking to amend in their 2009 budget. He noted their revenues came in approximately \$160,000 higher than expected; and they had some expenditures that came in approximately \$60,000 higher than what they budgeted in 2009.

Mr. Roe noted, per the operating agreement between the city, Lewis County and the Airport, they were required to get approval on any budget amendments. He noted the county approved the amendments at a meeting in December.

Councilor Dawes moved to adopt Resolution No. 1-2010 on first and final reading.

The motion was seconded by Councilor Harris and carried unanimously.

There being no further business to come before the council, the meeting adjourned a 6:18 p.m.

Mayor



Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the regular city council meeting of January 11, 2010.

CITY OF CHEHALIS
AGENDA REPORT

DATE: January 15, 2010
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager 
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: 2009 Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions recorded into 2009:

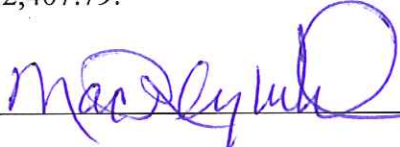
1. Claim Vouchers No. 95628 through 95802 in the amount of \$232,407.79 dated January 15, 2010 and the transfer of \$132,660.60 from the General Fund, \$113.10 from the Arterial Street Fund, \$7,630.00 from the Tourism Fund, \$6,202.50 from the 1982-93 Community Development Block Grant Fund, \$356.25 from the HUD Block Grant Fund, \$3,542.68 from the Garbage Fund, \$52,542.12 from the Wastewater Fund, \$23,517.96 from the Water Fund, \$1,523.10 from the Storm & Surface Water Utility Fund and \$4,319.48 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED



The administration recommends that the council approve the January 15, 2010 Claim Vouchers No. 95628 through 95802 in the amount of \$232,407.79.

SUGGESTED MOTION

I move to approve the January 15, 2010 Claim Vouchers No. 95628 through 95802 in the amount of \$232,407.79.

Reviewed by:  _____, City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: January 15, 2010
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager 
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: 2010 Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions recorded into 2010:

1. Claim Vouchers No. 95803 through 95861 in the amount of \$108,560.45 dated January 15, 2010 and the transfer of \$31,600.45 from the General Fund, \$180.00 from the Arterial Street Fund, \$4,020.00 from the 1982-93 Community Development Block Grant Fund, \$58,375.38 from the Wastewater Fund, \$13,869.47 from the Water Fund and \$515.15 from the Storm & Surface Water Utility Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED



The administration recommends that the council approve the January 15, 2010 Claim Vouchers No. 95803 through 95861 in the amount of \$108,560.45.

SUGGESTED MOTION

I move to approve the January 15, 2010 Claim Vouchers No. 95803 through 95861 in the amount of \$108,560.45.

Reviewed by:  _____, City Manager

**CITY OF CHEHALIS
AGENDA REPORT**

DATE: January 15, 2010
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager 
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: 2009 Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions recorded into 2009:

1. Claim Vouchers No. 95862 and 122009 in the amount of \$15,663.03 dated January 15, 2010 and the transfer of \$1,677.09 from the General Fund, \$5,632.86 from the Wastewater Fund, \$7,856.19 from the Water Fund and \$496.89 from the Storm & Surface Water Utility Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED


The administration recommends that the council approve the January 15, 2010 Claim Vouchers No. 95862 and 122009 in the amount of \$15,663.03.

SUGGESTED MOTION

I move to approve the January 15, 2010 Claim Vouchers No. 95862 and 122009 in the amount of \$15,663.03.

Reviewed by:  , City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: January 15, 2010
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: 2009 Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions recorded into 2009:


1. Claim Vouchers No. 95863 in the amount of \$10,500.80 dated January 15, 2010 and the transfer of \$10,500.80 from the General Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the January 15, 2010 Claim Vouchers No. 95863 in the amount of \$10,500.80.

SUGGESTED MOTION

I move to approve the January 15, 2010 Claim Vouchers No. 95863 in the amount of \$10,500.80.

Reviewed by: , City Manager

CITY OF CHEHALIS

AGENDA REPORT

DATE: January 15, 2010

TO: The Honorable Mayor and City Council

FROM: Dave Vasilauskas, Water Superintendent
Patrick Wiltzius, Acting Public Works Director

SUBJECT: Bidding and Construction Management Services for Jackson Highway Bridge Water Main Replacement Project

ISSUE

A project to replace the water main attached to the Newaukum River Bridge located south of town on Jackson Highway was approved in the 2010 Water Division budget. Berger/ABAM has submitted a proposed agreement for bidding and construction management services for this project. The administration is submitting the agreement for council review and consideration.

DISCUSSION

The City is required to remove a city-owned water main from a county-owned bridge over the Newaukum River by May of 2010. The bridge is scheduled to be demolished and a replacement built on a different alignment. The original city water main was hung under the existing bridge but was damaged by high water in 2007 & 2008. A temporary water main was installed on top of the bridge deck to provide water service until the new bridge can be constructed. With the bridge removal and new alignment, the best solution for providing water service to this area is to install a replacement water main under the river. By utilizing directional boring, the water main can be installed, tested and reconnected to the water system with little down time. The design phase of this project is complete.


The Engineering firm of Berger/ABAM of Portland, OR (also being used by Lewis County to design the bridge replacement) has provided an agreement (attached) for the provision of bidding and construction management services for a cost not to exceed \$14,456.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the city council authorize the city manager to execute the agreement for engineering services with Berger/ABAM for the Jackson Highway Bridge Water Main Replacement Project for an amount not to exceed \$14,456.

SUGGESTED MOTION

I move that the council authorize the city manager to execute the agreement for engineering services with Berger/ABAM for the Jackson Highway Bridge Water Main Replacement Project for an amount not to exceed \$14,456.

REVIEWED BY:  _____ CITY MANAGER

January 05, 2010

Mr. David Vasilauskas
Superintendent
City of Chehalis Public Utilities District
2007 NE Kresky Avenue
Chehalis, WA 98532

Subject: Agreement for Construction Engineering Services
Update bidding documents and perform bidding assistance and construction
engineering services
Newaukum River Bridge #20 - Waterline Extension Project
BergerABAM Project No.: PAPOR-10-091

Dear Mr. Vasilauskas:

At your request BergerABAM is pleased to present you with an agreement for providing bidding and construction support services for construction of the Newaukum River Bridge #20 Waterline Extension project (project). A detailed scope of work is included in this agreement. A fee estimate showing a breakdown of hours by task is included with this agreement as Exhibit A.

A description of the required work is listed below by task. Please note the deliverables that completes each task.

Task 1 Update and Reissue Bid Documents

BergerABAM completed the design of the waterline extension in September 2008 and issued signed and stamped bid documents (including project manual) to the City of Chehalis (City) at that time. The project referenced the 2008 version of the Washington Department of Transportation (WSDOT) standard specifications and associated special provisions. WSDOT has since released an updated version of the standard specifications for 2010. As such, it will be necessary to update the project manual to reflect the latest edition of the WSDOT standard specifications prior to bidding the project.

Deliverables: Two copies of updated signed and stamped plans and specifications.

Task 2 Bidding Assistance

BergerABAM will provide assistance during the project bidding phase. Bidding assistance will include the following tasks:

- Issue updated bid documents. BergerABAM will provide copies of signed and stamped updated plans and bidding documents to prospective bidders upon request. BergerABAM will compile a list of plan holders and will provide the City with regularly updated lists. Copies of plans and bidding documents will be forwarded to prospective bidders following receipt of payment from the prospective bidder.
- Provide responses to requests for information and requests for clarification. BergerABAM will issue written responses to prospective bidder's requests for information (RFI) and requests for clarification (RFC). BergerABAM will distribute written responses to RFIs and RFCs to all plan holders.
- Issue addenda. BergerABAM will issue drawing revisions and written addenda to the bidding documents as required. It is assumed that any revisions to the drawings will be minor and will not require more than a total of four hours of CAD effort. BergerABAM will distribute drawing revisions and addenda to all plan holders by email.
- Attend pre-bid meeting and site visit. BergerABAM will attend one pre-bid meeting and conduct one site visit with prospective bidders. It is assumed that the pre-bid meeting and site visit will take half a day.
- Tabulate bids and make recommendation. BergerABAM will attend the bid opening and provide a tabulation of bids to the City. Furthermore, BergerABAM will contact references of the two lowest bidders and provide an opinion and recommendation of award of contract.

Deliverables: Updated plan holders lists, responses to RFIs/RFCs, addenda and drawing revisions, bid tabulation, letter of recommendation of award.

Task 3 Construction Support

BergerABAM will provide assistance during the project construction phase following completion of the bidding phase. Construction support will include the following tasks:

- Attend pre-construction conference. BergerABAM will attend one pre-construction conference at the City of Chehalis. It is assumed that the meeting will take half a day.

Deliverables: Meeting Minutes

- General administration of the construction contract. BergerABAM will act as the City's representative as provided in the construction contract provisions and stipulated in the agreement, article 9 of the standard general conditions, supplementary conditions, and general requirements. Specific tasks will include verifying that the work is being conducted in accordance with the plans and specifications, making design modifications and issuing drawing revisions as necessary, coordinating with the bridge design team to ensure that any

changes to the waterline alignment do not conflict with the future bridge work, reviewing shop drawings and material submittals, tracking pay quantities, responding to requests for information (RFIs) and requests for clarification (RFC), and drafting construction change orders as necessary. It is assumed that any changes to the design, and subsequent drawing revisions and change orders will be minor, and will require no more than four hours of total drafting effort. This task will be initiated following issuance of the Notice to Proceed (NTP) from the City to the contractor.

Deliverables: Approved submittals, responses to RFIs/RFCs, drawing revisions, quantity tabulations, construction change orders

- Resident Project Representative (RPR). BergerABAM shall provide the services of Resident Project Representatives (RPR) at the Site to provide more continuous observations of such work on a part-time basis. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Article 9.03 of the construction contract standard general conditions. At the City's request, BergerABAM will provide a RPR for a total duration of 48 hours. This time will be apportioned over the full duration of the project. Daily field inspection notes will be maintained and summarized in daily report forms.

Deliverable: Daily inspection notes and report forms

Task 4 Project Closeout

Following installation of the waterline, all associated work, final cleanup, and verification of successful testing, BergerABAM will visit the site to verify substantial completion. Upon satisfaction of completion, BergerABAM will issue a certificate of substantial completion and prepare a final pay quantity for the contractor's request for final payment. Upon receipt of record documentation from the contractor, BergerABAM will prepare two full-size and two half-size sets of "as-constructed" drawings for the City. BergerABAM will include the half-size as-constructed drawings in a construction docket to include copies of field inspection reports, test records, photographs, contractor pay requests, and certificate of substantial completion. Two 3-ring bound copies of the construction docket will be forwarded to the City following project completion.

Deliverables: Two full-size sets of "as-constructed" drawings and two copies of the construction docket

FEES AND SCHEDULE

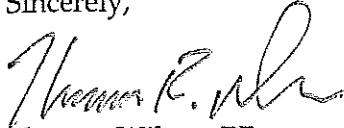
We propose to complete this work on a lump sum basis. Engineering fees for this work, including expenses, will be \$14,456. Expenses will be billed at our direct cost, and will not exceed an amount of \$1,500. A detailed breakout of our fees is included as Attachment A.

All work will be performed under the provisions of our Standard Terms and Conditions, which are appended to this document as Attachment B.

Please return one signed original of this agreement to us and retain one copy for your records. We will begin working on the scope within this agreement upon receipt of a signed original of this agreement, along with written Notice to Proceed from the City of Chehalis.

If you should have any questions or concerns, please do not hesitate to call me at (503) 872-4100.

Sincerely,



Thomas Wilcox, PE
Vice President
BergerABAM

TRW:mch

Attachment:

- Fee Estimate
- Standard Terms and Conditions

ACCEPTED BY

CITY OF CHEHALIS

Signature

Name (Printed)

Title

Date

EXHIBIT A - FEE ESTIMATE		BergerABAM				
Title: Newaukum River Bridge #20 - Waterline Extension - Construction Support Bidding and Construction Services Fee Estimate		Staff Designation				
Task	TASK DESCRIPTION	Project Manager	Project Engineer	Design Engineer	Design/Draft	Clerical
		\$190.00	\$108.00	\$85.00	\$85.00	\$70.00
1	Update and Reissue Bid Documents	4	16		4	4
2	Bidding Assistance		4	8	4	2
3	Construction Engineering Services		8	4	4	2
4	Construction Inspection			48		
5	Project Close-out	4	4	8	4	4
6	Expenses					
	Total Hours	8	32	68	16	12
	TOTAL FEE	\$1,520	\$3,456	\$5,780	\$1,360	\$840
						\$14,456

STANDARD TERMS AND CONDITIONS

BILLINGS

Lump-sum jobs are billed according to agreed-upon milestones, on a percent-of-completion basis. Time and expense jobs are invoiced in accordance with the labor and other costs incurred in performing the work. Personnel are billed at a rate that includes labor overhead and an allowance for profit. Project-related expenses are billed at cost or use rate plus 10 percent (10%).

PAYMENT SCHEDULE

Invoices are submitted monthly for services performed during the prior month and are due upon receipt. If Client fails to make any payment due BergerABAM for services and expenses within thirty (30) days after receipt of BergerABAM's statement therefore, the amounts due shall bear interest, at the prevailing legal rate from said thirtieth day. In addition, BergerABAM may, after giving seven (7) days written notice to Client, suspend services under this Agreement until BergerABAM has been paid in full all amounts due for services, expenses, and charges. Attorneys' fees and other costs incurred in collecting a delinquent amount will also be charged. Late or nonpayment of fees is cause for immediate termination by BergerABAM.

CHANGED CONDITIONS

Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule shall be made. BergerABAM will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by BergerABAM.

In the event that government jurisdictions, at any level, legislate new taxes or administratively interpret existing regulations such that additional taxes apply to this work, this shall be cause for an equitable adjustment of the contract fee in recognition of the increased taxation.

TERMINATION

Either Client or BergerABAM may terminate this contract at any time, upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event of termination of this Agreement, BergerABAM shall be paid for all services rendered up to the date of termination, and shall be paid for all unpaid Additional Services and unpaid Reimbursable Expenses incurred up to the date of termination, and shall be paid for all termination expenses. Upon termination, BergerABAM will close the job in an orderly fashion and Client shall pay BergerABAM for its reasonable closing costs.

PROJECT RELATIONS

BergerABAM shall not direct or supervise Contractor or other third parties and will not act as Client's agent. Contractor and/or Client is solely responsible for the means and methods of construction, including job-site safety. BergerABAM is responsible solely for the negligent acts

and omissions of its own employees, agents, and subconsultants. BergerABAM is not responsible for the negligent acts or omissions of others, against which Client will defend and indemnify BergerABAM.

BERGER/ABAM PERSONNEL AT CONSTRUCTION SITE

The presence of BergerABAM personnel at a construction site, whether as on-site representatives or otherwise, shall not make BergerABAM in any way responsible for those duties that belong to the Client and/or the Construction Contractors or other entities, and does not relieve the Construction Contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents, and any health or safety precautions required by the work.

BergerABAM's site responsibilities are limited solely to the activities of BergerABAM and BergerABAM employees on site. These responsibilities shall not be inferred by any party to mean that BergerABAM has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, techniques, superintendence of the contractor's employees, sequencing of construction, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents are also the sole and exclusive responsibilities of the contractor alone.

Client warrants that: 1) the Construction Contractor's responsibilities will be made clear in Client's agreement with the Contractor; 2) Client's agreement with the Contractor shall require the Contractor to indemnify, defend, and hold Client and BergerABAM harmless from any claim or liability for injury or loss arising from Client's or BergerABAM's alleged failure to exercise site safety responsibility; and 3) Client's agreement with the Contractor shall require the Contractor to make Client and BergerABAM additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and BergerABAM.

Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against BergerABAM and indemnify, defend, and hold BergerABAM harmless from any claim or liability for injury or loss arising from BERGER/ABAM's alleged failure to exercise site safety responsibility. Client also shall compensate BergerABAM for any time spent or expenses incurred by BergerABAM in defense of any such claim. Such compensation shall be based upon BergerABAM's prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

SUPPORTING SUBCONSULTANTS

BergerABAM works on a continuing basis with a group of selected specialized subconsultants as required to balance peak staffing requirements and provide specialized expertise for scheduled workload. BergerABAM reserves the right to make assignments to these firms, including, but not limited to, routine word processing, drafting, civil and structural engineering, and environmental work. Work by these firms is performed under the oversight of the BergerABAM project manager and is subject to BergerABAM quality review. Services performed by subconsultants will be billed to client by BergerABAM at actual costs plus 10 percent (10%). If requested, BergerABAM will make information on collaborating subconsultants available for client review.

LOANED EMPLOYEES FROM AFFILIATE COMPANIES

BergerABAM is a member of The Louis Berger Group, Inc., one of the largest consulting engineering organizations in the world. BergerABAM reserves the right to supplement in-house project staff with loaned employees from The Louis Berger Group, Inc. Unless otherwise specifically defined, any added costs associated with the use of these employees will be handled internal to BergerABAM and clients will be charged at BergerABAM standard rates for the grade and/or skill level of employees involved.

USE OF OWNER-SPECIFIED CONSULTANTS OR CONTRACTORS

BergerABAM will comply with Client's directives in utilizing services of owner-specified consultants on the project. The liability of BergerABAM arising from the work of such subconsultants will be limited to proceeds available from the subconsultants' insurance(s) to the extent permitted by law.

HAZARDOUS WASTE

Client warrants that, to their knowledge and belief, there are no hazardous materials or substances (as defined by applicable law and regulation) associated with the work. Discovery of such will constitute, at BergerABAM's option, either a changed condition or cause for termination by BergerABAM. Following discovery, Client shall take all measures needed to protect health and safety. Client shall comply with all applicable laws and regulations and will make all required notifications.

DATA DOCUMENTS AND RECORDS

BergerABAM shall be entitled to rely upon the accuracy and completeness of all data furnished by Client to BergerABAM that is used by BergerABAM in providing services under this agreement.

REUSE OF DOCUMENTS

All documents prepared by or furnished by BergerABAM pursuant to this Agreement are instruments of service in respect of the Project. They are BergerABAM's property. Client may make and retain copies of information for reference in connection with the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others upon modifications of the Project or on any other project. Any reuse without

written verification or adaptation by BergerABAM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BergerABAM, and Client shall indemnify and hold harmless BergerABAM, its officers, directors, agents, and employees from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from. Any such verification or adaptation of drawings will entitle BergerABAM to further compensation at rates to be agreed upon by Client and BergerABAM.

USE OF ELECTRONIC DATA

The use of any electronic data associated with this project is restricted to the original site and project for which it was prepared. Unless otherwise specifically agreed, information contained in transmitted electronic files is proprietary and is to be used only as an aid toward the successful completion of this project.

Electronic copies of drawings shall not be interpreted to be true-scale documents of the proposed work. If these drawing files are being altered by another party as part of an effort to generate as-built drawings or for any other purpose, BergerABAM accepts no liability and/or responsibility for the accuracy of these as-built or other documents. In addition, all drawing information contained in transferred electronic files, including, but not limited to, symbol libraries, blocks, details, etc. may not be reproduced, sold, distributed, or utilized in any form on any other project or by anyone else.

BergerABAM has provided the data contained in any electronic files solely for the Client's convenience and/or benefit. Reuse or reproduction of transmitted electronic data for any other purpose or party for which the material was not strictly intended, is prohibited, as BergerABAM retains all copyright and other legal interest in the material. The recipient of transferred electronic data recognizes and acknowledges that the use of such data will be at their sole risk and without any liability or legal exposure to BergerABAM.

No warranties of any nature, whether express or implied, shall attach to the electronic media or information contained thereon. Furthermore, recipient of transferred electronic data hereby releases and shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless BergerABAM from any and all claims, damages, losses, and expenses (Claims), including attorney's fees arising out, or resulting from the use of such transferred electronic data, including, but not limited to, Claims involving the completeness or accuracy of any data or information contained on the transferred electronic files.

INSURANCE

BergerABAM shall procure and maintain the following insurance: worker's compensation and employer's liability insurance, comprehensive general liability insurance, and professional liability insurance.

Within the limits and coverage of this insurance, BergerABAM will indemnify Client against loss or liability arising solely from the negligent acts or omissions of BergerABAM's employees, agents, and subconsultants.

Client agrees to require BergerABAM to be named as an additional insured for all insurance policies carried by Contractors, Subcontractors, Client, and Suppliers on which Client has been or will be named as an insured or additional insured.

Notwithstanding any other provisions in this agreement, nothing shall be construed or enforced so as to void, negate, or adversely affect any otherwise applicable insurance held by any party to this agreement.

OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing financial analyses or opinions of cost, economic feasibility, and scheduling for the Project, BergerABAM has no control over costs or prices of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures; market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; or other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, BergerABAM makes no warranty that the Client's actual Project costs, financial conditions, economic feasibility, or schedules will not vary from BergerABAM's opinions, analyses, projections, or estimates.

PROFESSIONAL PRACTICES

BergerABAM intends to perform the work it has agreed to do with the thoroughness and competence usual to the engineering profession at the time and place of performance. No other representation, either expressed or implied, will be construed from BergerABAM's proposal, contract, or work. Should BergerABAM certify anything with respect to the work, the certification will be considered a professional opinion and not a warranty.

LIABILITY

Regardless of the presence or absence of insurance coverage, BergerABAM shall not be liable for loss or damage associated with delays beyond BergerABAM's control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused. BergerABAM's liability hereunder, whether in tort or in contract, for any cause of action shall be limited as follows: (a) for insured liabilities arising out of BergerABAM's negligence, to the amount of insurance then available to fund any settlement, award, or verdict; and (b) for uninsured liabilities, to 50 percent (50%) of the fee earned by BergerABAM under this Agreement. Client expressly agrees to this limitation of liability.

Client shall, at BergerABAM's option, defend BergerABAM against third-party claims arising from the work. Regardless of whether BergerABAM exercises this option, Client shall pay BergerABAM for damages, cost of defense, and expenses arising out of such claims (including reasonable charges at standard billing rates for time spent by BergerABAM personnel in

connection with the claims) at the time they are incurred. At the conclusion of litigation, BergerABAM will reimburse Client for those payments, in proportion to BergerABAM's relative negligence as determined by law.

DISPUTES

Should a dispute arise, Client will continue to pay BergerABAM's regular invoices. No offset or deduction will be made. Every effort will be made to resolve the dispute as expeditiously as possible. First, the parties will attempt to resolve the matter directly. Failing this, the matter will be submitted for mediation, which will be conducted in a manner mutually acceptable. The cost of mediation will be borne equally by the parties. If mediation is not successful, the dispute will be resolved in a court of competent jurisdiction. The venue will be federal or state court, located in King County, Washington.

In the event a claim by Client is not proved (the judgment is less than BergerABAM's prior settlement offer), Client shall pay BergerABAM for legal fees and other costs of defense. Costs include reasonable charges at standard billing rates for time spent by BergerABAM personnel in connection with the dispute. In the event of a dispute between third parties or between Client and third parties, where BergerABAM is required to assist (as in giving depositions), Client will pay BergerABAM at standard billing rates for time and expenses.

FORCE MAJURE

Neither party shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

CONTROLLING LAW

Law for this agreement will be the internal law for the State of Washington, USA.

CITY OF CHEHALIS

AGENDA REPORT

DATE: January 15, 2010
TO: The Honorable Mayor and City Council
FROM: Rick Sahlin, Street/Storm Superintendent
Patrick Wiltzius, Acting Public Works Director
SUBJECT: Bids for Chehalis Way Finding Signs, Posts, and Hardware

ISSUE

Bids for signs, posts and hardware to be used for the Chehalis Way Finding Project have been received and tabulated. A list of the bids and tabulations are attached. This information is being presented for the council's review and approval.

DISCUSSION

The administration recently advertised for bids for signs, posts and hardware for the Chehalis Way Finding Project. We received six bids. One was received after the January 7th, 10:00 A.M. deadline and one was incomplete. As a result these two bids were rejected, leaving four complete bids for the project. The bids ranged from a high bid of \$31,603.15 to a low bid of \$23,461.77. The original cost estimate for the project by Beckwith Consulting Group was \$60,000. The project will be funded by a \$60,000 grant the city received from the Distressed Counties Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the city council award the contract for the Chehalis Way Finding signs, posts and hardware to Zumar Industries, Inc. as the lowest responsible bidder for the amount of \$23,461.77.

SUGGESTED MOTION

I move that the council award the contract for the Chehalis Way Finding signs, posts and hardware to Zumar Industries, Inc. as the lowest responsible bidder for the amount of \$23,461.77.

REVIEWED BY:  _____, CITY MANAGER

Bid Results
City Way Finding Signs
10:00 a.m.
January 7, 2010

	Schedule A w/sales tax	Schedule B w/sales tax	Total A&B w/sales tax
1. Newman Traffic Signs - INCOMPLETE BID	-	-	-
2. Sign Pro	\$17,091.36	\$6,724.33	\$23,815.69
3. Zumar Industries, Inc.	\$19,106.93	\$4,354.84	\$23,461.77
4. Esco Pacific	\$25,737.17	\$5,865.98	\$31,603.15
5. The Sign Factory	\$17,088.14	\$7,257.10	\$24,345.24

CITY OF CHEHALIS
PUBLIC WORKS DEPARTMENT
2007 NE KRESKY
CHEHALIS, WASHINGTON 98532

WAY FINDING SIGN PROJECT

NOTICE TO ALL PROSPECTIVE BIDDERS

PROSPECTIVE BIDDERS SHOULD ADDRESS ALL QUESTIONS OR INQUIRIES ABOUT THIS PROJECT TO THE OFFICE OF THE PUBLIC WORKS DEPARTMENT, LOCATED AT 2007 NE KRESKY AVENUE, CHEHALIS, WASHINGTON 98532.

PROJECT DESCRIPTION

Schedule A – provide way finding signs in two sizes as specified below. Schedule B - provide hardware and posts per specifications.

Vendors may bid on either Schedule A or B or both A and B.

Delivery must be within *two weeks* of award date.

SALES TAX SHALL BE INCLUDED IN THE TOTAL BID AMOUNT.

BID SURETY BOND

The bid shall be accompanied by a bid surety bond provided by a guarantee company authorized to carry on business in the State of Washington for payment to the City in the sum of at least five percent of the total amount of the bid price, or, alternatively, by cashiers check or postal money order, payable to the owner in the sum of at least five percent of the total amount of the bid price.

NON-COLLUSION AFFIDAVITS

Each bid shall be accompanied by a properly executed non-collusion affidavit on the form furnished therefore by the City.

PRODUCT WARRANTY

The products must be provided in accordance with these specifications. Furthermore, the bidder warrants s/he has reviewed these specifications, understands the intended use of the product and warrants that all material furnished under this contract will be free from defects in material and workmanship and will conform to the requirements of the contract.

Chehalis Way Finding Signs Specifications

General:

The following specifications are intended to fully describe the signs, hardware and posts included in Schedule A and Schedule B.

SCHEDULE A – (32) SIGNS

- Sign material: Aluminum Sign Panels .125 thickness
- 5052-H38 Aluminum Alloy Sign Panels treated with Alodine 1200 conversion coating (equal or better)
- Avery Dennison T-6500 High Intensity Prismatic Sheeting (equal or better)
- Avery Dennison OL 1000 Graffiti film (equal or better)

Sign Color Specifications: See page 7

*Art disk to be provided in Adobe Illustrator (a.i.) vector files upon award of contract.

***ALL SIGNS SHALL HAVE ROUNDED CORNERS AND "CUT TO SHAPE"**

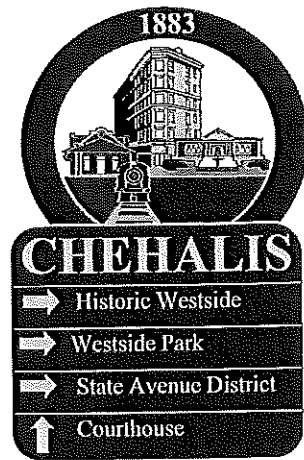
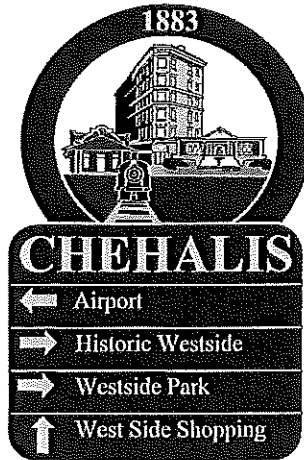
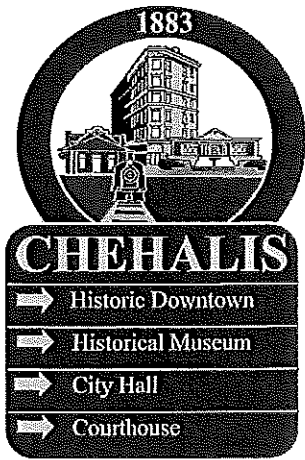
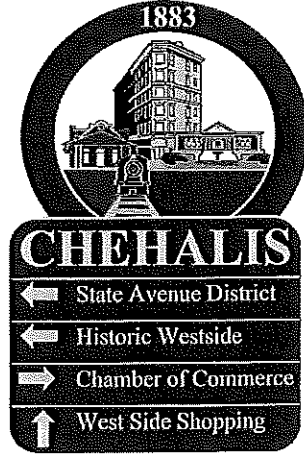
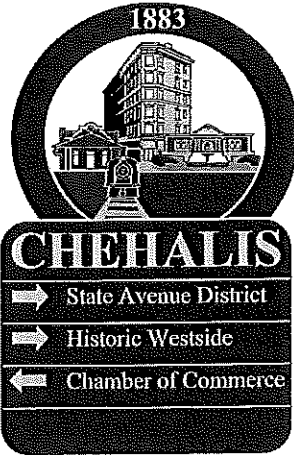
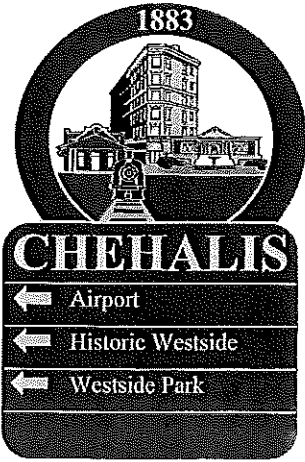
2 signs 36" x 48

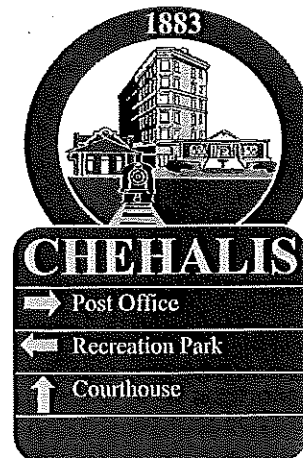
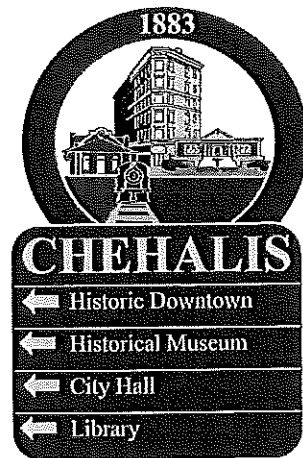
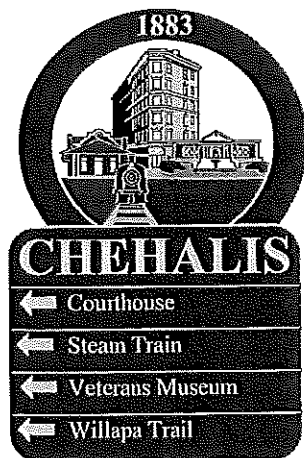
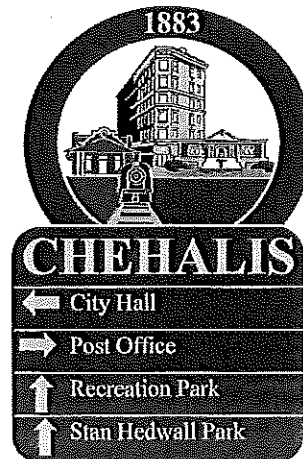
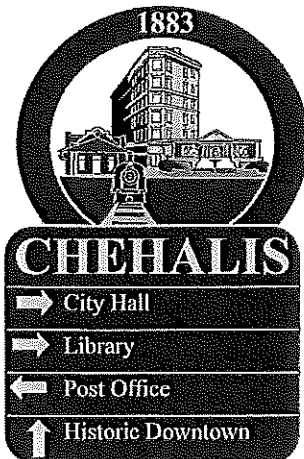
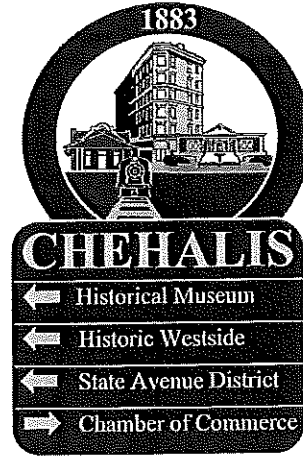
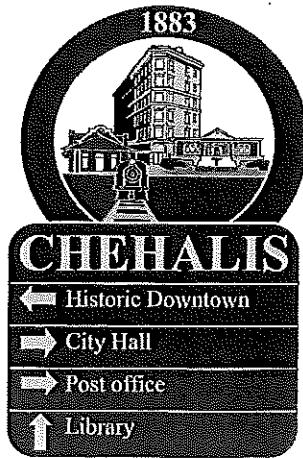
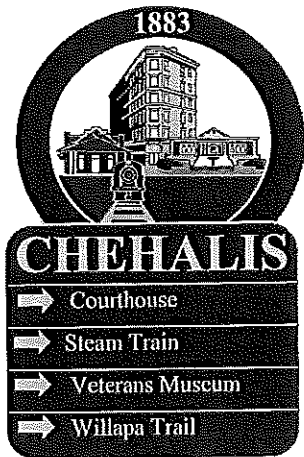
2 @ \$ 334.00 /each = \$ 668.00

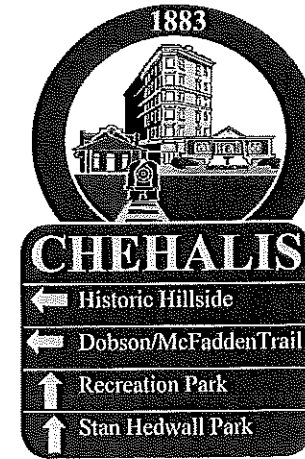
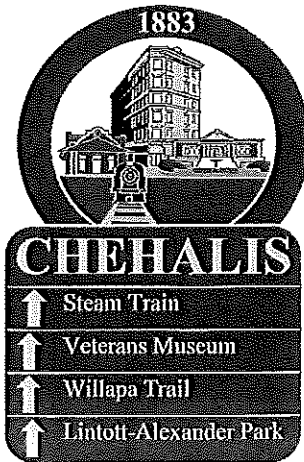
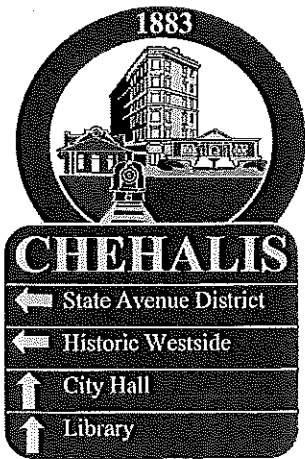
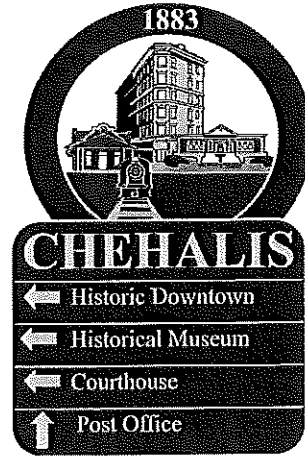
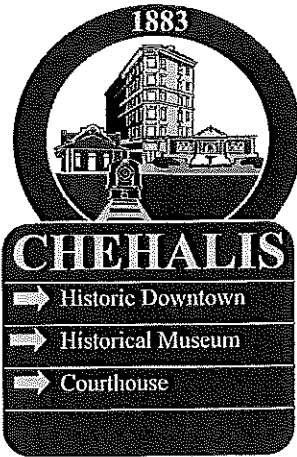


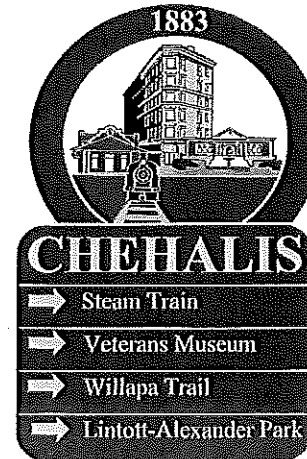
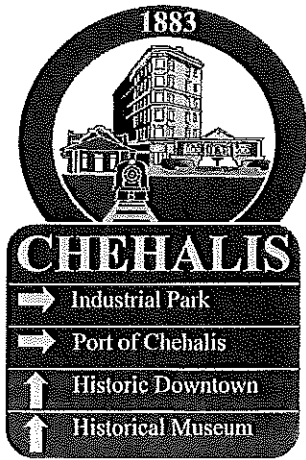
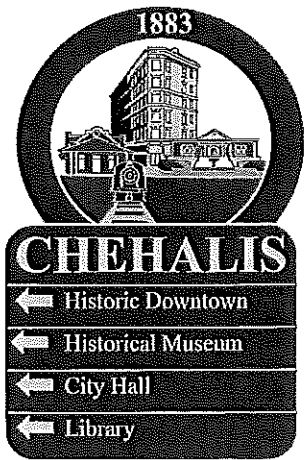
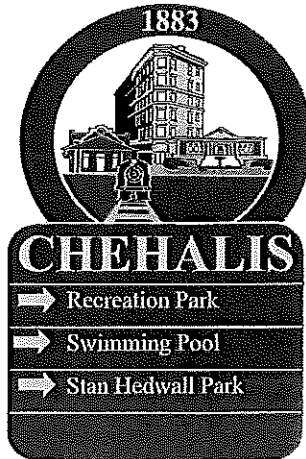
30 signs 40" x 64

30 @ \$568.00/each = \$17,040.00

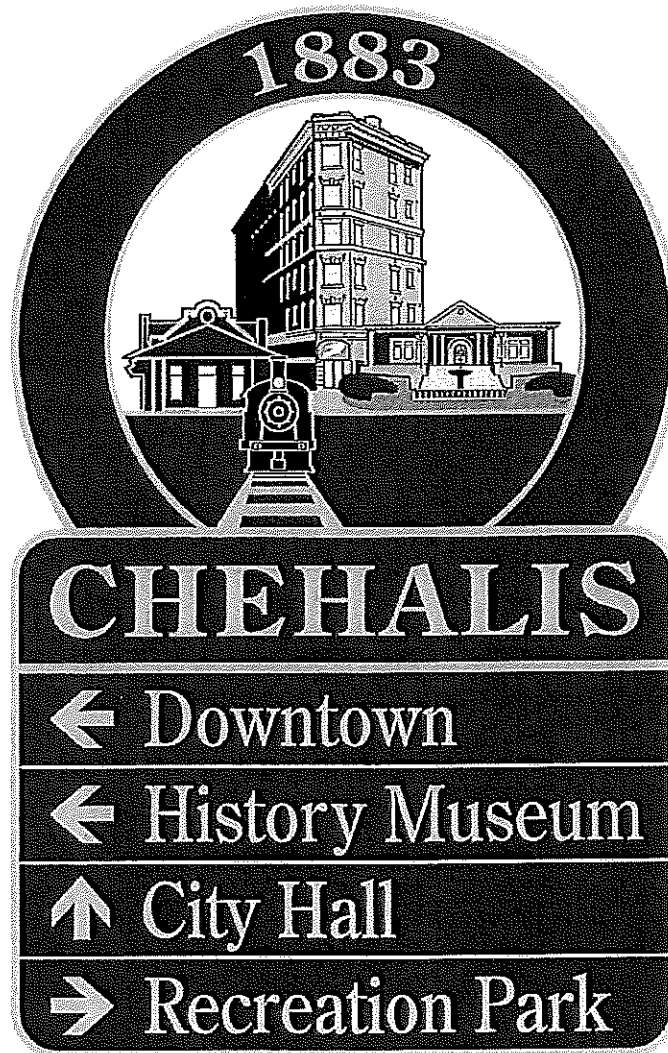












Chehalis Sign Color Specifications






 PMS 124c
 (c=0, m=28, y=100, k=6)


 PMS 1817c
 (c=0, m=90, y=100, k=66)


 100% Black


 PMS 350c
 (c=79, m=0, y=100, k=75)


 PMS 4645c
 (c=0, m=37, y=68, k=28)


 PMS 1815c
 (c=0, m=90, y=100, k=51)

20% Black

SCHEDULE B – HARDWARE AND POSTS

Parts List:

Number requested	Description	COST
100 – 60" bands	Band-It Ultra Lok banding straps 3/4" 201 Stainless Steel .030 (UL2060)	<u>600.00</u>
100	Band-It Ultra Lok 3/4" 201 Stainless Steel Buckles (UB2569)	<u>90.00</u>
100	Band-It Single Bolt Stainless Steel Flared Leg Brackets (D02299)	<u>220.00</u>
100	Band-It Stainless Steel Mounting Bolts 5/16" x 18 x 3/4" with Stainless Steel Washers and Fiber Washers (D002299)	<u>75.00</u>
30	14' x 2 1/2" 12 Gauge Galvanized Telespar Perforated Post	<u>1500.00</u>
30	3' x 3" 7 Gauge Galvanized Telespar Heavy Anchor with Mounting Holes	<u>800.00</u>
100	Corner Bolt 5/16" x 18 x 3" Zinc Plated (VCB240-3)	<u>80.00</u>
100	Corner Bolt Jamb Nut 5/16" x 18 Zinc Plated (VCN168-1)	<u>6.00</u>
200	Aluminum Drive Rivets 1" Jumbo Head 3/8" diameter x 3/4" (VCR221)	<u>150.00</u>
200	Nylon Rivet Washers 6/6 Nylon 3/8" ID x 1"OD (VCW146-6)	<u>20.00</u>
*1	7/8" Hex x 4 1/4" Detachable Shank with 2 1/2" square Telespar Driver Head – to fit 3" x 7 gauge Anchor	<u>495.00</u>

*Attachments must fit Atlas Copco Pion Jar 120

ALL HARDWARE SHOULD BE BID AS SPECIFIED OR AN APPROVED EQUIVALENT THAT IS COMPATIBLE WITH TELSPAR, BAND-IT ULTRA LOK AND SIMI FASTENING INSTALLATION EQUIPMENT.

DATE OF BID OPENING

Sealed bids for the Way Finding Sign Project will be received by the City Clerk at the City Clerk's office, 350 North Market Boulevard, Chehalis, Washington 98532, up until 10:00 a.m. January 7, 2010. Bids will be opened and publicly read at 10:00 a.m. in Council Chambers located at Chehalis City Hall 350 North Market Boulevard, Chehalis, Washington 98532.

To Chehalis Public Works Street Superintendent:

We do hereby propose to furnish 32 signs as specified in **Schedule A** for the following price:

Bid Amount (32 signs) \$ 17,708.00
Sales Tax Rate @ 9.3 % \$ 1,646.84 7.9 1398.93
TOTAL SCHEDULE A BID AMOUNT \$ 19,354.84 \$ 19,106.93

We do hereby propose to furnish hardware and posts as specified in **Schedule B** for the following price:

Bid Amount (hardware and posts) \$ 4,036.00
Sales Tax Rate @ 9.3 % \$ 375.34 318.84
TOTAL SCHEDULE B BID AMOUNT \$ 4,411.34 \$ 4,354.84
TOTAL BID AMOUNT \$ 23,766.18 \$ 23,461.77

Bidder understands that the City of Chehalis reserves the right to reject any or all bids or to accept any bid which meets or exceeds these specifications, regardless of irregularities, which are deemed to be in the best interest of the City and are not necessarily bound to accept the low bid. Submission of bids by vendors verifies their agreement with these conditions.

Company Name ZUMAR INDUSTRIES, INC.
Signature Derek L. Behnke
Printed Name DEREK L. BEHNKE
Title of Authorized Agent MANAGER
Date 01-05-2010

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

The undersigned, being first duly sworn, on oath states that the person, firm, association, partnership, joint venture, or corporation named in the Bid Proposal has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the City of Chehalis project named City Way Finding Signs.

ZUMAR INDUSTRIES, INC.
Name of Firm

[Signature]
Signature of Authorized Official

MANAGER
Title

Signed and sworn to before me on this 5th day of January, 2010.

Signature of Notary Public Jane E. Bye in and for the State of
Washington, residing at Shurston County.

My appointment expires: 5/15/2011

SEAL

NOTICE TO ALL BIDDERS

To report bid rigging activities call **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

~~BID SURETY BOND~~ **CASHIER'S CHECK**

KNOW ALL MEN BY THESE PRESENTS:

That we _____,
of _____ as Principal, and
the _____ a
corporation duly organized under the laws of the state of _____

_____ and authorized to do business in the State of
Washington, as surety, are held and firmly bound unto the **CITY OF CHEHALIS** in the full and
penal sum of five percent of the total amount of the bid proposal of said principal for the work
hereinafter described, for the payment of which, well and truly to be made, we bind our heirs,
administrators and assigns and successors and assigns, firmly by these presents.

THIS DOCUMENT CONTAINS A FINE WATERMARK. HOLD TO LIGHT TO VIEW.



COMMENCEMENT BANK
1135 BROADWAY PLAZA, SUITE 103
TACOMA, WA 98402
(253) 284-1800 OR TOLL FREE AT 1-877-284-1880

CASHIER'S CHECK

002246

DATE 01/04/2010

34-888/1251

Remitter: Zumar Industries, Inc.

Pay To The Order Of: City of Chehalis

***\$1,200.00

** One Thousand Two Hundred Dollars and Zero Cents

AUTHORIZED SIGNATURE

⑈002246⑈ ⑆125108887⑆ 9950009526⑈

(Principal)

(Surety)

(Attorney-in-fact)

CITY OF CHEHALIS
AGENDA REPORT

Date: January 25, 2010
To: The Honorable Mayor and City Council
From: Corine Aiken, Library Manager
Vernetta Smith Chehalis Timberland Library
Subject: Library Board

ISSUE:

There is one vacancy on the five member Library Advisory Board because of a resignation.

BACKGROUND:

The Library Advisory Board serves in an advisory capacity and acts as liaisons among the city, community and the Timberland Regional Library. The five members are appointed by the city council based on recommendations of the current library board. Citizen members are appointed to five year terms. A vacancy has occurred with the resignation of Jim Hill at the end of his first term.

DISCUSSION:

Three candidates applied and were interviewed by the current library board members. The Board recommends that J. C. Hewett be appointed. He demonstrated knowledge of the library and its programs as well its potential for enriching the community. He had reasonable, but forward reaching ideas for new programs and ways to involve new people in the library, thus making them aware of its vast resources and relevance to everyday life. The Library Board appreciates the interest shown by all candidates.

RECOMMENDATIONS/COUNCIL ACTION DESIRED:

The library board recommends that Mr. J. C. Hewett be appointed to five year terms expiring January 25, 2015.

SUGGESTED MOTION:

I move the council appoint Mr. J. C. Hewett to five years terms expiring January 25, 2015.

Reviewed  City Manager

City of Chehalis APPLICATION FOR APPOINTMENT

Date 12/16/09

(The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meet the required criteria for each Board, Commission or Committee. Please see below the corresponding RCW, CMC or Resolution for appointment criteria. For more information contact city clerk at 360-345-1042)

I wish to be considered for appointment to the following board, commission, or committee:

- Checkboxes for Airport Board, Lodging Tax Advisory Committee, Historic Preservation Commission, Civil Service Commission, Sister City Committee, Planning Commission, Library Board, and Other.

Please print

Name J.C. HEWETT

Present employer Book n Brush

Employer address 518 N. Market Blvd Phone No. 748-6221

Fax No. E-mail booknbrush@gmail.com

Home address 428 Coal Creek Rd Home Phone No. (360) 748-3079

Have you previously or are you now serving on any of the above mentioned? Yes No

If yes, please explain

Date available for appointment immediately

Available to attend Evening meetings? Yes No Daytime meetings? Yes No

Approximately how many hours each month can you devote to city business? 5-8

Brief statement of qualifications for position and reason for requesting appointment.

I credit the Chehalis Library for my love of reading. I began checking out books when we moved to Chehalis in 1957 and I haven't stopped. I feel that my 33 years of teaching experience would serve me well on the Library Board. I am extremely proud of our community and our new library and would consider it an honor to serve both.

Signature Bob

Please return completed form to: Office of the City Clerk 350 N Market Blvd Rm 101, Chehalis WA 98532

Please indicate where you wish meeting information to be mailed and how you would like to be reminded of meetings (e.g., phone, e-mail, cell phone) hewett@localaccess.com

City of Chehalis APPLICATION FOR APPOINTMENT

Date 12/30/09

(The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meet the required criteria for each Board, Commission or Committee. Please see below the corresponding RCW, CMC or Resolution for appointment criteria. For more information contact city clerk at 360-345-1042)

I wish to be considered for appointment to the following board, commission, or committee:

- Airport Board (RCW 14.08)
- Lodging Tax Advisory Committee (Resolution 1-98)
- Historic Preservation Commission (CMC 2.66)
- Civil Service Commission (CMC 2.56 and RCW 41.08-Fire, RCW 41.12-Police)
- Sister City Committee (CMC 2.80)
- Planning Commission (CMC 2.48)
- Library Board (RCW 27.12)
- Other _____

Please print

Name Caryl Spahr

Present employer Lewis County Title Co.

Employer address 625 S. Market, Chehalis Phone No. 748-8641

Fax No. 360-748-4799 E-mail Caryl@lewiscountytile.com

Home address 2189 S.W. Salisbury Ave., Chehalis Home Phone No. 360-748-0775

Have you previously or are you now serving on any of the above mentioned? Yes No

If yes, please explain _____

Date available for appointment 1/1/2010

Available to attend Evening meetings? Yes No Daytime meetings? Yes No

Approximately how many hours each month can you devote to city business? 10

Brief statement of qualifications for position and reason for requesting appointment.
I have served on boards for The Lewis County Center, Chehalis Babe Ruth and Chehalis Mvic Boosters. I am an avid reader & love the library. Also feel very strongly about promoting reading.

Signature Caryl Spahr Bob

Please return completed form to: Office of the City Clerk
350 N Market Blvd Rm 101, Chehalis WA 98532

Please indicate where you wish meeting information to be mailed and how you would like to be reminded of meetings (e.g., phone, e-mail, cell phone) Caryl@lewiscountytile.com

City of Chehalis APPLICATION FOR APPOINTMENT

school district Date 12/20/2009

(The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meet the required criteria for each Board, Commission or Committee. Please see below the corresponding RCW, CMC or Resolution for appointment criteria. For more information contact city clerk at 360-345-1042)

I wish to be considered for appointment to the following board, commission, or committee:

- checkbox Airport Board (RCW 14.08) checkbox Sister City Committee (CMC 2.80)
checkbox Lodging Tax Advisory Committee (Resolution 1-98) checkbox Planning Commission (CMC 2.48)
checkbox Historic Preservation Commission (CMC 2.66) checkbox Library Board (RCW 27.12)
checkbox Civil Service Commission (CMC 2.56 and RCW 41.08-Fire, RCW 41.12-Police) checkbox Other

Please print

Name Judy WALLACE KALICH

Present employer Retired - WA State Department of Revenue

Employer address n/a Phone No. n/a

Fax No. n/a E-mail n/a

Home address 614 Newaukum Valley Rd Home Phone No. 748-6065

Have you previously or are you now serving on any of the above mentioned? checkbox Yes checkbox checked No

If yes, please explain

Date available for appointment Any Time

Available to attend Evening meetings? checkbox checked Yes checkbox No Daytime meetings? checkbox checked Yes checkbox No

Approximately how many hours each month can you devote to city business? As needed

Brief statement of qualifications for position and reason for requesting appointment. see back

Signature Judy W. Kalich Bob

Please return completed form to: Office of the City Clerk 350 N Market Blvd Rm 101, Chehalis WA 98532

Please indicate where you wish meeting information to be mailed and how you would like to be reminded of meetings (e.g., phone, e-mail, cell phone) meeting info - home address or judywk@comcast.net reminders - home phone or judywk@comcast.net

I designed databases and wrote programs for the State Department of Revenue for fifteen years. My verbal and communication skills are good, which makes me somewhat unique in the computer field. I'm sensible, logical, and adaptable.

I want to be on the library board because I love books, the library, and bookstores. I want to be active in assuring the opportunities offered by the library continue to be available to others. I want more interaction with the people in my community and what better way than meeting with people with a shared interest in maintaining this beautiful new library that our community is so proud of?

A handwritten signature in black ink, appearing to be the initials 'JH' followed by a flourish.

To: The Honorable Mayor and Council
 Via: Merlin MacReynold, City Manager
 From: Eva K. Lindgren, Finance Manager
 Date: December 15, 2009
 Subject: Monthly Financial Reports for November

City of Chehalis
Comparative Financial Reports
November 2008 and 2009

GENERAL FUND (#001) REVENUES	A		B		C=B/A		D		E		F=E/D		G		H^A		I=F-G %
	Budget	November 2008 Actual	% Rec'd	November 2008 Actual	% Rec'd	November 2009 Budget	November 2009 Actual	% Rec'd	Expected % Rec'd*	Var'nc Expected	firm	Variance					
General Property Taxes	1,155,930	1,007,003	87.1%	1,181,000	1,040,971	88.1%	91.7%	(41,612)	-3.6%								
EMS Property Taxes	220,605	191,445	86.8%	226,000	197,902	87.6%	91.7%	(9,265)	-4.1%								
Sales & Use Tax	4,052,351	3,822,956	94.3%	3,300,000	3,054,278	92.6%	91.7%	29,278	0.9%								
Electricity Tax	212,860	358,929	168.6%	370,000	371,681	100.5%	91.7%	32,514	8.8%								
Gas/Natural Gas Tax	243,520	468,592	192.4%	275,300	245,217	89.1%	91.7%	(7,141)	-2.6%								
Criminal Justice Tax	116,190	107,605	92.6%	110,000	89,998	81.8%	91.7%	(10,835)	-9.9%								
Interfund Water/Sewer Tax	330,200	253,927	76.9%	330,200	311,695	94.4%	91.7%	9,012	2.7%								
Garbage Tax	62,440	65,809	105.4%	80,000	66,313	82.9%	91.7%	(7,020)	-8.8%								
Cable Tax	82,380	81,028	98.4%	85,000	62,564	73.6%	91.7%	(15,353)	-18.1%								
Telephone Tax	373,400	298,388	79.9%	350,000	299,478	85.6%	91.7%	(21,355)	-6.1%								
Leasehold Excise Tax	30,770	24,936	81.0%	34,000	25,133	73.9%	91.7%	(6,034)	-17.8%								
Other Taxes	0	26	N/A	0	17	N/A	91.7%	17	N/A								
Total Taxes	\$6,880,646	\$6,680,644	97.1%	\$6,341,500	\$5,765,247	90.9%	91.7%	(\$47,795)	-0.8%								
Licenses & Permits	301,700	331,332	109.8%	55,984	59,386	106.1%	91.7%	8,067	14.4%								
Intergov't Grants/Entitlements	3,967,824	2,322,307	58.5%	3,754,022	3,248,371	86.5%	91.7%	(192,816)	-5.2%								
Charges for Goods and Svcs.	806,554	873,122	108.3%	1,164,270	907,225	77.9%	91.7%	(160,023)	-13.8%								
Fines and Forfeitures	117,745	99,345	84.4%	114,375	88,598	77.5%	91.7%	(16,246)	-14.2%								
Interest Earnings	103,560	80,907	78.1%	32,200	28,284	87.8%	91.7%	(1,233)	-3.9%								
Rents/Leases	87,470	79,991	91.4%	89,375	59,324	66.4%	91.7%	(22,603)	-25.3%								
Donations/Contributions	0	1,000	N/A	10,954	10,952	100.0%	91.7%	911	8.3%								
Misc. Revenue/Insurance	11,320	37,128	328.0%	36,250	37,604	103.7%	91.7%	4,375	12.0%								
Non-Revenues	0	8,200	N/A	0	4,702	N/A	91.7%	4,702	N/A								
Proceeds of Long-Term Debt	0	0	N/A	1,131,362	0	0.0%	91.7%	(1,037,082)	-91.7%								
Operating Transfers-In	1,450,000	1,450,000	100.0%	419,871	419,871	100.0%	91.7%	34,989	8.3%								
TOTALS	\$13,726,819	\$11,963,976	87.2%	\$13,150,163	\$10,629,564	80.8%	91.7%	(\$1,424,752)	-10.9%								

Key:
 * The expected percentage is calculated as follows: since the report is for the 11th month of the year, 11 is divided by 12-the number of months in the year.
 ^To calculate the dollar variance between expected and actual expenditures, the following formula is used:
 H=(D*G)-E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

City of Chehalis
Comparative Financial Reports
November 2008 and 2009

GENERAL FUND (#001) EXPENDITURES	A		B		C=B/A		D		E		F=E/D		G		H [^]		I=G-F	
	Budget	November 2008 Actual	% Exp'd	Budget	November 2009 Actual	% Exp'd	Budget	November 2009 Actual	% Exp'd	Expected % Exp*	Expected % Exp*	Var'nc frm Expected	% Variance					
City Council	100,084	77,728	77.7%	68,733	58,503	85.1%	85.1%	91.7%	91.7%	4,502	6.6%							
Municipal Court	314,792	280,616	89.1%	319,728	273,498	85.5%	85.5%	91.7%	91.7%	19,586	6.2%							
City Manager	163,909	150,483	91.8%	216,188	181,755	84.1%	84.1%	91.7%	91.7%	16,417	7.6%							
Finance	471,812	416,143	88.2%	476,926	436,633	91.6%	91.6%	91.7%	91.7%	549	0.1%							
City Clerk	109,205	107,205	98.2%	97,322	85,798	88.2%	88.2%	91.7%	91.7%	3,414	3.5%							
City Attorney	100,803	84,306	83.6%	100,894	92,502	91.7%	91.7%	91.7%	91.7%	(16)	0.0%							
Non-Departmental	793,386	691,456	87.2%	1,876,156	722,042	38.5%	38.5%	91.7%	91.7%	997,768	53.2%							
Human Resources	112,598	113,715	101.0%	159,007	139,418	87.7%	87.7%	91.7%	91.7%	6,338	4.0%							
Police	2,424,493	2,124,907	87.6%	2,545,437	2,251,660	88.5%	88.5%	91.7%	91.7%	81,657	3.2%							
Fire	1,975,244	1,662,373	84.2%	1,844,874	1,594,316	86.4%	86.4%	91.7%	91.7%	96,819	5.3%							
Public Works - Streets#	4,490,832	4,024,535	89.6%	3,276,180	3,089,237	94.3%	94.3%	91.7%	91.7%	(86,072)	-2.6%							
Public Works - Engineering#	0	0	N/A	273,040	240,862	88.2%	88.2%	91.7%	91.7%	9,425	3.5%							
Economic Development	253,149	197,329	77.9%	110,427	102,237	92.6%	92.6%	91.7%	91.7%	(1,012)	-0.9%							
Community Development	1,837,476	1,685,351	91.7%	1,798,492	1,557,301	86.6%	86.6%	91.7%	91.7%	91,317	5.1%							
TOTALS	\$13,147,783	\$11,616,147	88.4%	\$13,163,404	\$10,825,762	82.2%	82.2%	91.7%	91.7%	\$1,240,692	9.5%							
Net Budget/Income:	<u>\$579,036</u>	<u>\$347,829</u>		<u>(\$13,241)</u>	<u>(\$196,198)</u>													

Key:

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^To calculate the dollar variance between expected and actual expenditures, the following formula is used:

H=(D*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

In 2008, the Streets budget included the Engineering budget; in 2009, these two have separate budgets.

(1) True-up for inter-fund charges have yet to be booked.

(2) Proceeds of long-term debt are dependent upon the issuance of the G.O. debt. No G.O. debt is being issued in 2009.

(3) Bonds have not been issued and less than 25% of the inter-fund loan principal has been repaid at this time.

City of Chehalis
Comparative Financial Reports
November 2008 and 2009
0

WASTEWATER FUND (#404) REVENUES	A		B		C=B/A		D		E		F=E/D		G		H [^]		I=F-G	
	Budget	November 2008 Actual	% Rec'd	Budget	November 2009 Actual	% Rec'd	Budget	November 2009 Actual	% Rec'd	Expected % Rec'd*	Var'nc frm Expected	% Variance						
Intergovernmental Revenues	264,385	14,070	5.3%	243,072	215,763	88.8%	215,763	88.8%	91.7%	(7,053)	-2.9%							
Wastewater Fees	3,377,910	3,548,736	105.1%	3,461,740	3,223,674	93.1%	3,223,674	93.1%	91.7%	50,412	1.4%							
Sewer Connection/Misc. Fees	649,269	60,600	9.3%	140,000	140,140	100.1%	140,140	100.1%	91.7%	11,807	8.4%							
Rentals	11,000	3,907	35.5%	3,750	4,150	110.7%	4,150	110.7%	91.7%	713	19.0%							
Misc. Revenues/Insurance	0	1,264	N/A	88,021	86,564	98.3%	86,564	98.3%	91.7%	5,878	6.6%							
Interfund Principal Repayment	0	0	N/A	600,000	34,319	5.7%	34,319	5.7%	91.7%	(515,681)	-86.0%							
Proceeds frm intergovt' loan	0	278,608	N/A	492,532	492,532	100.0%	492,532	100.0%	91.7%	41,044	8.3%							
Proceeds frm Sale of Capital Assets	0	0	N/A	0	983	N/A	0	N/A	91.7%	983	N/A							
Interest Earnings	0	129,189	N/A	57,000	42,648	74.8%	42,648	74.8%	91.7%	(9,602)	-16.9%							
Totals:	\$4,302,564	\$4,036,374	93.8%	\$5,086,115	\$4,240,773	83.4%	\$4,240,773	83.4%	91.7%	(\$421,499)	-8.3%							

WASTEWATER FUND (#404) EXPENSES	A		B		C=B/A		D		E		F=E/D		G		H [^]		I=G-F	
	Budget	November 2008 Actual	% Exp'd	Budget	November 2009 Actual	% Exp'd	Budget	November 2009 Actual	% Exp'd	Expected % Exp*	Var'nc frm Expected	% Variance						
Operating Expenses	2,518,599	2,207,392	87.6%	2,188,895	1,976,324	90.3%	1,976,324	90.3%	91.7%	30,163	1.4%							
Capital Outlay	820,000	324,560	39.6%	542,300	286,668	52.9%	286,668	52.9%	91.7%	210,440	38.8%							
Debt Principal	1,968,281	966,744	49.1%	1,956,098	978,769	50.0%	978,769	50.0%	91.7%	814,321	41.7%							
Interest Expense	76,782	74,744	97.3%	68,344	61,970	90.7%	61,970	90.7%	91.7%	679	1.0%							
Transfers Out	600,000	600,000	100.0%	0	0	N/A	0	N/A	91.7%	0	N/A							
Totals:	\$5,983,662	\$4,173,440	69.7%	\$4,755,637	\$3,303,731	69.5%	\$3,303,731	69.5%	91.7%	\$1,055,603	22.2%							

Net Budget/Income: (\$1,681,098) (\$137,066)
\$330,478 \$937,042

Key:

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^To calculate the dollar variance between expected and actual expenditures, the following formula is used:

H=(D*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

- (1) The General Fund has only reimbursed the Wastewater Fund for a small portion of it's interfund loan.
- (2) Capital expenditures are not made evenly throughout the year; some projects have been deferred.
- (3) Debt service is not paid evenly throughout the year.

City of Chehalis
Comparative Financial Reports
November 2008 and 2009
0

WATER FUND (#405) REVENUES	A November 2008		B November 2008		C=B/A		D November 2009		E November 2009		F=E/D		G		H^ Var'nc frm Expected		I=F-G	
	Budget	Actual	% Rec'd	Budget	Actual	% Rec'd	Budget	Actual	% Rec'd	Budget	Actual	% Rec'd	% Rec'd*	Expected	Expected	% Variance	Expected	% Variance
Intergovernmental Revenues	1,001,557	1,112,235	111.1%	10,681	2,689	25.2%	2,689	2,689	25.2%	2,689	2,689	91.7%	91.7%	(7,102)	-66.5%			
Water Sales	1,825,525	2,236,183	122.5%	2,260,873	2,270,688	100.4%	2,270,688	2,270,688	100.4%	2,270,688	2,270,688	91.7%	91.7%	198,221	8.7%			
Water Connection/Misc. Fees	368,400	210,670	57.2%	200,000	149,354	74.7%	149,354	149,354	74.7%	149,354	149,354	91.7%	91.7%	(33,979)	-17.0%			
Rentals	8,000	5,327	66.6%	0	0	N/A	0	0	N/A	0	0	91.7%	91.7%	0	N/A			
Interfund Principal Repayment	0	0	N/A	850,000	284,319	33.4%	284,319	284,319	33.4%	284,319	284,319	91.7%	91.7%	(494,848)	-58.3%			(1)
Intergovtl Loan Proceeds	0	0	N/A	90,300	90,283	100.0%	90,283	90,283	100.0%	90,283	90,283	91.7%	91.7%	7,508	8.3%			
Interest Earnings	180,900	59,776	33.0%	18,705	5,581	29.8%	5,581	5,581	29.8%	5,581	5,581	91.7%	91.7%	(11,565)	-61.9%			
Misc. Revenues/Insurance	90,838	90,813	100.0%	0	0	N/A	0	0	N/A	0	0	91.7%	91.7%	0	N/A			
Totals:	\$3,475,220	\$3,715,004	106.9%	\$3,430,559	\$2,802,914	81.7%	\$2,802,914	\$2,802,914	81.7%	\$2,802,914	\$2,802,914	91.7%	91.7%	(\$341,765)	-10.0%			

WATER FUND (#405) EXPENSES	A November 2008		B November 2008		C=B/A		D November 2009		E November 2009		F=E/D		G		H^ Var'nc frm Expected		I=G-F	
	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	% Exp*	Expected	Expected	% Variance	Expected	% Variance
Operating Expenses	1,962,434	1,720,428	87.7%	1,948,429	1,637,780	84.1%	1,637,780	1,637,780	84.1%	1,637,780	1,637,780	91.7%	91.7%	148,280	7.6%			
Capital Outlay	2,920,430	2,275,745	77.9%	704,200	378,854	53.8%	378,854	378,854	53.8%	378,854	378,854	91.7%	91.7%	266,663	37.9%			
Debt Principal	50,001	96,438	192.9%	119,638	127,077	106.2%	127,077	127,077	106.2%	127,077	127,077	91.7%	91.7%	(17,409)	-14.5%			(2)
Interest Expense	16,250	27,642	170.1%	30,482	30,637	100.5%	30,637	30,637	100.5%	30,637	30,637	91.7%	91.7%	(2,695)	-8.8%			
Transfers Out	850,000	850,000	N/A	0	0	N/A	0	0	N/A	0	0	91.7%	91.7%	0	N/A			
Totals:	\$5,799,115	\$4,970,253	85.7%	\$2,802,749	\$2,174,348	77.6%	\$2,174,348	\$2,174,348	77.6%	\$2,174,348	\$2,174,348	91.7%	91.7%	\$394,839	14.1%			

Net Budget/Income: (\$2,323,895) (\$1,255,249)
\$627,810 \$628,566

Key:

* The expected percentage is calculated as follows: since the report is for the 11th month of the year, 11 is divided by 12-the number of months in the year.

^To calculate the dollar variance between expected and actual expenditures, the following formula is used:

H=(D*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

(1) The General Fund has only reimbursed the Wastewater Fund for a small portion of its interfund loan.

(2) Capital expenditures are not made evenly throughout the year; some projects have been deferred.

City of Chehalis
Comparative Financial Reports
November 2008 and 2009
0

	A		B		C=B/A		D		E		F=E/D		G		H^		I=F-G	
	Budget	November 2008 Actual	% Rec'd	November 2008 Actual	% Rec'd	November 2009 Budget	November 2009 Actual	% Rec'd	November 2009 Actual	% Rec'd*	Var'nc frm Expected	% Variance	Expected % Rec'd*	Var'nc frm Expected	% Variance			
STORM FUND (#406) REVENUES																		
Intergovernmental Revenue	0	0	N/A	0	N/A	480	0	0.0%	0	91.7%	(440)	-91.7%	91.7%	(440)	-91.7%			
Storm & Surface Water Fees	346,640	373,279	107.7%	373,279	107.7%	405,000	375,841	92.8%	375,841	91.7%	4,591	1.1%	91.7%	4,591	1.1%			
Storm Connection/Misc. Fees	0	41,663	N/A	41,663	N/A	30,000	18,533	61.8%	18,533	91.7%	(8,967)	-29.9%	91.7%	(8,967)	-29.9%			
Interest Earnings	65,000	0	0.0%	0	0.0%	6,000	0	0.0%	0	91.7%	(5,500)	-91.7%	91.7%	(5,500)	-91.7%			
Misc. Revenues/Insurance	0	2,248	N/A	2,248	N/A	0	587	N/A	587	91.7%	587	N/A	91.7%	587	N/A			
Totals:	\$411,640	\$417,190	101.3%	\$417,190	101.3%	\$441,480	\$394,961	89.5%	\$394,961	91.7%	(\$9,729)	-2.2%	91.7%	(\$9,729)	-2.2%			

	A		B		C=B/A		D		E		F=E/D		G		H^		I=G-F	
	Budget	November 2008 Actual	% Exp'd	November 2008 Actual	% Exp'd	November 2009 Budget	November 2009 Actual	% Exp'd	November 2009 Actual	% Exp*	Var'nc frm Expected	% Variance	Expected % Exp*	Var'nc frm Expected	% Variance			
STORM FUND (#406) EXPENSES																		
Operating Expenses	431,850	445,946	103.3%	445,946	103.3%	390,074	332,266	85.2%	332,266	91.7%	25,302	6.5%	91.7%	25,302	6.5%			
Capital Outlay	105,000	145,077	138.2%	145,077	138.2%	60,000	18,943	31.6%	18,943	91.7%	36,057	60.1%	91.7%	36,057	60.1%			
Totals:	\$536,850	\$591,023	110.1%	\$591,023	110.1%	\$450,074	\$351,209	78.0%	\$351,209	91.7%	\$61,359	13.7%	91.7%	\$61,359	13.7%			

Net Budget/Income: (\$125,210) (\$173,833)
(\$8,594) \$43,752

Key:

- * The expected percentage is calculated as follows: since the report is for the 11th month of the year, 11 is divided by 12-the number of months in the year.
- ^To calculate the dollar variance between expected and actual expenditures, the following formula is used:
H=(D*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

RECOMMENDATION/COUNCIL ACTION DESIRED

This report is for the Council's information only. No action is necessary.

Received by  , City Manager

City of Chehalis
Sales & Use Tax Revenue

	Month-by-Month Comparisons					
	2005	2006	2007	2008	2009	08-09 % Chg
January	244,346.77	264,552.49	303,003.96	338,775.84	311,681.25	-8.0%
February	328,762.57	388,722.09	370,242.18	325,708.20	326,987.75	0.4%
March	208,023.53	254,068.00	275,769.04	352,594.58	247,974.49	-29.7%
April	222,298.47	246,106.89	262,854.70	323,886.70	245,182.86	-24.3%
May	257,313.38	350,778.11	309,705.17	366,700.91	255,481.63	-30.3%
June	225,729.39	287,446.83	288,762.68	340,751.01	266,335.35	-21.8%
July	274,225.27	318,763.36	280,090.89	352,426.34	270,324.94	-23.3%
August	361,378.86	331,608.32	367,841.64	416,021.47	276,851.50	-33.5%
September	292,417.87	304,839.70	331,262.66	327,171.53	250,448.70	-23.5%
October	298,905.19	327,097.48	353,302.89	305,787.51	345,695.15	13.1%
November	285,548.60	303,346.25	352,562.39	373,132.35	257,314.61	-31.0%
December	274,668.21	322,768.97	314,120.78	194,375.82	234,399.17	20.6%
Inter-year adj.	16,143.47	(16,143.47)	-	-	-	
Totals	3,289,761.58	3,683,955.02	3,809,518.98	4,017,332.26	3,288,677.40	N/A
As of 12/XX:	3,289,762	3,683,955	3,809,519	4,017,332	3,288,677	-18.1%
4th Qtr YTD	3,289,762	3,683,955	3,809,519	4,017,332	3,288,677	-18.1%

CITY OF CHEHALIS

AGENDA REPORT

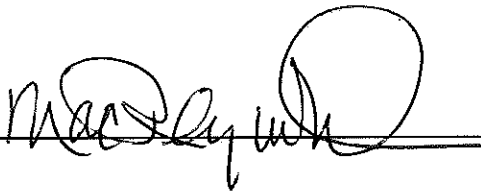
DATE: January 21, 2010
TO: The Honorable Mayor and City Council
FROM: Bob Nacht, Community Development Director
SUBJECT: Resolution No. 2-2010 - Adopting the Lewis County Multi-Jurisdiction Hazard Mitigation Plan

RECOMMENDATION / COUNCIL ACTION DESIRED

The administration recommends that the council adopt Resolution 2-2010 on first and final reading.

SUGGESTED MOTION

I move the council adopt Resolution No. 2-2010 on first and final reading.

Reviewed by  _____, City Manager

RESOLUTION NO. 02-2010

**A RESOLUTION OF THE CITY OF CHEHALIS,
WASHINGTON, ADOPTING BY REFERENCE THE
2010 LEWIS COUNTY MULTI-JURISDICTION
HAZARD MITIGATION PLAN.**

WHEREAS, The city of Chehalis, with assistance from the city of Centralia and Lewis County, has gathered information and prepared the 2010 Lewis County Multi-Jurisdiction Hazard Mitigation Plan; and

WHEREAS, The Lewis County Multi-Jurisdiction Hazard Mitigation Plan has been prepared in accordance with Federal Emergency Management Agency (FEMA) requirements at 44 CFR § 201.6; and

WHEREAS, The city of Chehalis has reviewed the Plan and will participate in the implementation of the Plan and future updates as required; and

WHEREAS, The city of Chehalis anticipates that minor changes to the Plan will occur from time to time, including insertion of supporting documentation, to meet FEMA requirements as set forth in 44 CFR § 201.6; and

WHEREAS, The city of Chehalis has afforded the citizens of the city and it's Urban Growth Area an opportunity to comment and provide input on the Plan, and the actions identified in the Plan; now, therefore,

THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The 2010 Lewis County Multi-Jurisdiction Hazard Mitigation Plan shall be, and the same hereby is, adopted by reference as if fully set forth herein.

Section 2. The adopted Plan shall be reviewed and updated every five years as required by FEMA.

Section 3. The effective date of this Resolution shall be immediately upon its adoption.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof on this ____ day of _____, 2010.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

CITY OF CHEHALIS
AGENDA REPORT

DATE: January 15, 2010
TO: The Honorable Mayor and City Council
FROM: Dave Vasilauskas, Water Superintendent
Patrick Wiltzius, Acting Public Works Director
SUBJECT: Surplus of Property at 1795 S. Market Blvd.

ISSUE

Public testimony has been received regarding the possible disposition of property at 1795 S. Market Blvd. Considering the testimony, the administration requests that the city council declare the property at 1795 S. Market Blvd. surplus.

DISCUSSION

In order to construct a water pumping station the Water Division purchased property at 1795 S. Market Blvd. The pump station was installed on the southwest corner of the property. The property has since been short-platted so that the pump station is on one parcel and the original house is on another. The administration believes surplusizing the property and returning the proceeds back to the Water Division to be in the best interests of the city. If declared surplus, a local realtor would be hired to market the property. All offers will be brought back to the council for their consideration.

RECOMMENDATION / COUNCIL ACTION DESIRED

The administration recommends that the council pass resolution 3-2010 surplusizing the property at 1795 S. Market Blvd. on first and final reading and direct the city manager to begin marketing the property.

SUGGESTED MOTION

I move that the council pass resolution 3-2010 surplusizing the property at 1795 S. Market Blvd. on first and final reading and direct the city manager to begin marketing the property.

Reviewed by  _____ City Manager

RESOLUTION NO. 3-2010

A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON, DECLARING A CERTAIN PARCEL OF REAL PROPERTY SITUATE IN LEWIS COUNTY, WASHINGTON, TO BE SURPLUS AND OF NO FURTHER USE TO THE CITY AND AUTHORIZING THE SALE AND DISPOSITION THEREOF.

WHEREAS, the city of Chehalis, Washington, is authorized, pursuant to RCW 35A.79.010, to dispose of real property owned by the city by sale; and

WHEREAS, the City Council of the city of Chehalis, Washington, considers the below-described parcel of real property owned by the city to be surplus and of no further use to the city; and

WHEREAS, the city of Chehalis held a public hearing on the 25th day of January, 2010, to receive public comment on the surplusing of said real property; and

WHEREAS, the city of Chehalis has determined, through a real estate assessment, the fair market value of said property; and

WHEREAS, the City Council of the city of Chehalis, Washington, considers the sale of the below-described parcel of real property to be in the best interest of the citizens and patrons of the city; now, therefore,

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO
RESOLVE AS FOLLOWS:**

Section 1. The city of Chehalis, Washington, does declare the following described parcel of real property surplus and of no further use to the city:

Parcel 1:

Section 33 Township 14N Range 02W SW4 SW4 PT WILSON DLC LOT 1
SP08-171 3320402 [Parcel No. 005871302001]

Section 2. The City Manager of the city of Chehalis, Washington, shall be, and he hereby is, authorized to sell said property in a commercially-reasonable manner as determined by the City Manager or his designee.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this ____ day of _____, 2010.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

CITY OF CHEHALIS
AGENDA REPORT

Date: January 20, 2010
To: The Honorable Mayor and City Council
From: Glenn R. Schaffer, Chief of Police
Subject: Resolution No. 4-2010 - Surplus Property

ISSUE

The Chehalis Police Department has certain property that is no longer used or needed. State law requires that property must first be declared surplus by the city council before being sold, traded, or transferred to another agency.

DISCUSSION


The Chehalis Police Department currently carries Glock firearms that are well past due to be replaced. Although there is a program provided by Glock to replace the department's firearms, Smith and Wesson has offered a more cost effective program. Smith and Wesson will accept the current Glocks as a trade in, and offer us Smith and Wesson M&P Pistols, plus duty holsters for \$50.00 per firearm. This will be a savings of over \$3,800.00 when compared to the program offered by Glock. The Smith and Wesson M&P Pistol is a quality firearm recently adopted by the Washington State Patrol, and numerous other large agencies nation wide. A resolution has been prepared for the council's consideration.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council adopt Resolution No. 4-2010 on first and final reading.

SUGGESTED MOTIONS

I move that the council adopt Resolution No. 4-2010 on first and final reading.

REVIEWED BY:  _____, City Manager

RESOLUTION NO. 4-2010

A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON, DECLARING PERSONAL PROPERTY OF THE CITY OF CHEHALIS TO BE SURPLUS AND OF NO FURTHER USE TO THE CITY, AND DIRECTING THE SALE AND DISPOSITION THEREOF.

THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. The following described personal property of the city of Chehalis, Washington, a municipal corporation, shall be, and the same hereby is, declared to be surplus and no longer of necessary use.

CHEHALIS POLICE DEPARTMENT

See Exhibit "A"

Section 2. The personal property described in Exhibit "A" shall be disposed of by the City Manager.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this ____ day of _____, 2010.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

Exhibit "A"

SURPLUS DUTY WEAPONS (Glocks)
CHEHALIS POLICE DEPARTMENT
January 2010

SERIAL NUMBER	MAKE	MODEL
DAX472US	Glock	23
DBN545US	Glock	22
DBN548US	Glock	22
DBN540US	Glock	22
DBN552US	Glock	22
DAX471US	Glock	23
DBN541US	Glock	22
DBN558US	Glock	22
DBN554US	Glock	22
DBN547US	Glock	22
DBN557US	Glock	22
DBN555US	Glock	22
DBN553US	Glock	22
DBN543US	Glock	22
DBN544US	Glock	22
DAX473US	Glock	23
DAX474US	Glock	23
DBN550US	Glock	22

To: The Honorable Mayor and Council
 Via: Merlin MacReynold, City Manager
 From: Eva K. Lindgren, Finance Manager
 Date: January 22, 2010
 Subject: Monthly Financial Reports for December

City of Chehalis
 Comparative Financial Reports
 December 2008 and 2009
 (2009 reports are unadjusted/unaudited)

GENERAL FUND (#001) REVENUES	A December 2008		B Actual	C=B/A		D December 2009		E Actual	F=E/D		G		H ^A		I=F-G	
	Budget	% Rec'd		Budget	% Rec'd	Budget	% Rec'd		Expected % Rec'd*	Expected % Rec'd*	Var'nc Expected	fsm Expected	% Variance			
General Property Taxes	1,155,930	96.2%	1,111,550	96.2%	1,181,000	96.8%	100.0%	1,143,116	96.8%	100.0%	(37,884)	100.0%	37,884	-3.2%		
EMS Property Taxes	220,605	95.8%	211,320	95.8%	226,000	96.2%	100.0%	217,322	96.2%	100.0%	(8,678)	100.0%	(8,678)	-3.8%		
Sales & Use Tax	4,052,351	99.1%	4,017,332	99.1%	3,300,000	99.7%	100.0%	3,288,677	99.7%	100.0%	(11,323)	100.0%	(11,323)	-0.3%		
Electricity Tax	212,860	168.6%	358,929	168.6%	370,000	100.5%	100.0%	371,681	100.5%	100.0%	1,681	100.0%	1,681	0.5%		
Gas/Natural Gas Tax	482,520	97.1%	468,592	97.1%	275,300	90.2%	100.0%	248,441	90.2%	100.0%	(26,859)	100.0%	(26,859)	-9.8%		
Criminal Justice Tax	116,190	99.8%	115,972	99.8%	110,000	88.5%	100.0%	97,319	88.5%	100.0%	(12,681)	100.0%	(12,681)	-11.5%		
Interfund Water/Sewer Tax	330,200	103.2%	340,776	103.2%	343,200	97.9%	100.0%	335,862	97.9%	100.0%	(7,338)	100.0%	(7,338)	-2.1%		
Garbage Tax	62,440	105.4%	65,809	105.4%	80,000	82.9%	100.0%	66,313	82.9%	100.0%	(13,687)	100.0%	(13,687)	-17.1%		
Cable Tax	82,380	98.4%	81,028	98.4%	85,000	73.6%	100.0%	62,564	73.6%	100.0%	(22,436)	100.0%	(22,436)	-26.4%		
Telephone Tax	373,400	88.0%	328,570	88.0%	350,000	93.4%	100.0%	326,807	93.4%	100.0%	(23,193)	100.0%	(23,193)	-6.6%		
Leasehold Excise Tax	30,770	107.8%	33,180	107.8%	34,000	99.2%	100.0%	33,711	99.2%	100.0%	(289)	100.0%	(289)	-0.8%		
Other Taxes	0	N/A	99	N/A	0	N/A	100.0%	38	N/A	100.0%	38	100.0%	38	N/A		
Total Taxes	\$7,119,646	100.2%	\$7,133,157	100.2%	\$6,354,500	97.4%	100.0%	\$6,191,851	97.4%	100.0%	(\$162,649)	100.0%	(\$162,649)	-2.6%		
Licenses & Permits	301,700	117.7%	355,004	117.7%	58,984	106.8%	100.0%	62,994	106.8%	100.0%	4,010	100.0%	4,010	6.8%		
Intergov't Grants/Entitlements	3,967,824	90.6%	3,595,910	90.6%	3,706,466	99.1%	100.0%	3,671,676	99.1%	100.0%	(34,790)	100.0%	(34,790)	-0.9%		
Charges for Goods and Svcs.	816,854	114.3%	934,009	114.3%	1,085,990	90.6%	100.0%	983,790	90.6%	100.0%	(102,200)	100.0%	(102,200)	-9.4%		
Fines and Forfeitures	117,745	90.4%	106,405	90.4%	100,375	95.4%	100.0%	95,730	95.4%	100.0%	(4,645)	100.0%	(4,645)	-4.6%		
Interest Earnings	103,560	20.5%	21,223	20.5%	32,200	96.2%	100.0%	30,991	96.2%	100.0%	(1,209)	100.0%	(1,209)	-3.8%		
Rents/Leases	87,470	94.1%	82,310	94.1%	68,075	92.6%	100.0%	63,009	92.6%	100.0%	(5,066)	100.0%	(5,066)	-7.4%		
Donations/Contributions	0	N/A	1,634	N/A	10,954	105.8%	100.0%	11,585	105.8%	100.0%	631	100.0%	631	5.8%		
Misc. Revenue/Insurance	11,320	322.2%	36,475	322.2%	36,250	104.5%	100.0%	37,889	104.5%	100.0%	1,639	100.0%	1,639	4.5%		
Non-Revenues	0	N/A	8,454	N/A	0	N/A	100.0%	5,021	N/A	100.0%	5,021	100.0%	5,021	N/A		
Interfund Loans Received	0	N/A	1,450,000	N/A	0	N/A	100.0%	0	N/A	100.0%	0	100.0%	0	N/A		
Operating Transfers-In	1,450,000	0.0%	0	0.0%	419,871	100.0%	100.0%	419,871	100.0%	100.0%	0	100.0%	0	0.0%		
TOTALS	\$13,976,119	98.2%	\$13,724,581	98.2%	\$11,873,665	97.5%	100.0%	\$11,574,407	97.5%	100.0%	(\$299,258)	100.0%	(\$299,258)	-2.5%		

Key:
 * The expected percentage is calculated as follows: since the report is for the 12th month of the year, 12 is divided by 12-the number of months in the year.
 ^To calculate the dollar variance between expected and actual expenditures, the following formula is used:
 H=(D*G) - E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

**City of Chehalis
Comparative Financial Reports
December 2008 and 2009**

(2009 reports are unadjusted/unaudited)

GENERAL FUND (#001) EXPENDITURES	A December 2008		B December 2008		C=B/A		D December 2009		E December 2009		F=E/D		G Expected % Exp*		H [^] Var'nc frm Expected		I=G-F % Variance	
	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	% Exp'd	Expected % Exp*	Var'nc frm Expected	% Variance					
City Council	100,084	82,921	82.9%	66,233	63,946	96.5%	63,946	100.0%	96.5%	100.0%	2,287	3.5%						
Municipal Court	314,792	305,259	97.0%	309,728	297,601	96.1%	297,601	100.0%	96.1%	100.0%	12,127	3.9%						
City Manager	166,159	163,523	98.4%	206,688	199,731	96.6%	199,731	100.0%	96.6%	100.0%	6,957	3.4%						
Finance	464,192	450,379	97.0%	476,926	475,847	99.8%	475,847	100.0%	99.8%	100.0%	1,079	0.2%						
City Clerk	121,205	118,297	97.6%	97,322	92,978	95.5%	92,978	100.0%	95.5%	100.0%	4,344	4.5%						
City Attorney	100,803	91,860	91.1%	100,994	100,850	99.9%	100,850	100.0%	99.9%	100.0%	144	0.1%						
Non-Departmental	979,286	954,714	97.5%	732,358	669,566	91.4%	669,566	100.0%	91.4%	100.0%	62,792	8.6%						
Human Resources	127,868	123,919	96.9%	159,007	152,387	95.8%	152,387	100.0%	95.8%	100.0%	6,620	4.2%						
Police	2,410,493	2,330,101	96.7%	2,491,937	2,414,685	96.9%	2,414,685	100.0%	96.9%	100.0%	77,252	3.1%						
Fire	1,966,244	1,844,299	93.8%	1,836,874	1,802,176	98.1%	1,802,176	100.0%	98.1%	100.0%	34,698	1.9%						
Public Works - Streets#	4,490,832	4,359,117	97.1%	3,165,180	3,119,228	98.5%	3,119,228	100.0%	98.5%	100.0%	45,952	1.5%						
Public Works - Engineering#	0	0	N/A	270,040	264,426	97.9%	264,426	100.0%	97.9%	100.0%	5,614	2.1%						
Economic Development	253,149	212,001	83.7%	119,927	119,373	99.5%	119,373	100.0%	99.5%	100.0%	554	0.5%						
Community Development	1,849,976	1,823,431	98.6%	1,737,092	1,680,268	96.7%	1,680,268	100.0%	96.7%	100.0%	56,824	3.3%						
TOTALS	\$13,345,083	\$12,859,821	96.4%	\$11,770,306	\$11,453,062	97.3%	\$11,453,062	100.0%	97.3%	100.0%	\$317,244	2.7%						

Net Budget/Income/Variance: \$631,036 \$864,760

\$103,359 \$121,345

\$17,986 0.2%

Key:

* The expected percentage is calculated as follows: since the report is for the 12th month of the year, 12 is divided by 12-the number of months in the year.

^To calculate the dollar variance between expected and actual expenditures, the following formula is used:

H=(D*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

In 2008, the Streets budget included the Engineering budget; in 2009, these two have separate budgets.

**City of Chehalis
Comparative Financial Reports
December 2008 and 2009**

(2009 reports are unadjusted/unaudited)

	A		B		C=B/A		D		E		F=E/D		G		H [^]		I=F-G	
	Budget	December 2008 Actual	% Rec'd	December 2008 Actual	% Rec'd	Budget	December 2009 Actual	% Rec'd	December 2009 Actual	% Rec'd	Expected % Rec'd*	Var'nc	Expected	% Variance	Expected	% Variance		
WASTEWATER FUND (#404) REVENUES																		
Intergovernmental Revenues	64,385	24,000	37.3%	243,072	215,763	88.8%	215,763	88.8%	215,763	100.0%	100.0%	(27,309)	100.0%	-11.2%	(27,309)	100.0%	-11.2%	
Wastewater Fees	3,890,910	3,809,866	97.9%	3,461,740	3,467,720	100.2%	3,467,720	100.2%	3,467,720	100.0%	100.0%	5,980	100.0%	0.2%	5,980	100.0%	0.2%	
Sewer Connection/Misc. Fees	0	63,630	N/A	140,000	140,140	100.1%	140,140	100.1%	140,140	100.0%	100.0%	140	100.0%	0.1%	140	100.0%	0.1%	
Rentals	11,000	4,698	42.7%	3,750	4,150	110.7%	4,150	110.7%	4,150	100.0%	100.0%	400	100.0%	10.7%	400	100.0%	10.7%	
Misc. Revenues/Insurance	0	10,770	N/A	88,021	86,804	98.6%	86,804	98.6%	86,804	100.0%	100.0%	(1,217)	100.0%	-1.4%	(1,217)	100.0%	-1.4%	
Interfund Principal Repayment	0	0	N/A	34,319	34,319	100.0%	34,319	100.0%	34,319	100.0%	100.0%	0	100.0%	0.0%	0	100.0%	0.0%	
Proceeds from intergov't loan	200,000	278,608	139.3%	492,532	492,532	100.0%	492,532	100.0%	492,532	100.0%	100.0%	0	100.0%	0.0%	0	100.0%	0.0%	
Proceeds from Sale of Capital Assets	427,000	427,009	100.0%	0	983	N/A	0	983	983	100.0%	100.0%	983	100.0%	N/A	983	100.0%	N/A	
Interest Earnings	136,269	113,752	83.5%	57,000	43,941	77.1%	43,941	77.1%	43,941	100.0%	100.0%	(13,059)	100.0%	-22.9%	(13,059)	100.0%	-22.9%	
Totals:	\$4,729,564	\$4,732,333	100.1%	\$4,520,434	\$4,486,352	99.2%	\$4,486,352	99.2%	\$4,486,352	100.0%	100.0%	(\$34,082)	100.0%	-0.8%	(\$34,082)	100.0%	-0.8%	

	A		B		C=B/A		D		E		F=E/D		G		H [^]		I=G-F	
	Budget	December 2008 Actual	% Exp'd	December 2008 Actual	% Exp'd	Budget	December 2009 Actual	% Exp'd	December 2009 Actual	% Exp'd	Expected % Exp*	Var'nc	Expected	% Variance	Expected	% Variance		
WASTEWATER FUND (#404) EXPENSES																		
Operating Expenses	2,518,599	2,462,668	97.8%	2,258,895	2,180,065	96.5%	2,180,065	96.5%	2,180,065	100.0%	100.0%	78,830	100.0%	3.5%	78,830	100.0%	3.5%	
Capital Outlay	820,000	488,223	59.5%	312,300	288,712	92.4%	288,712	92.4%	288,712	100.0%	100.0%	23,588	100.0%	7.6%	23,588	100.0%	7.6%	
Debt Principal	1,968,281	1,651,158	83.9%	1,956,098	1,663,300	85.0%	1,663,300	85.0%	1,663,300	100.0%	100.0%	292,798	100.0%	15.0%	292,798	100.0%	15.0%	
Interest Expense	76,782	76,782	100.0%	68,344	63,891	93.5%	63,891	93.5%	63,891	100.0%	100.0%	4,453	100.0%	6.5%	4,453	100.0%	6.5%	
Transfers Out	600,000	0	0.0%	0	0	N/A	0	N/A	0	100.0%	100.0%	0	100.0%	N/A	0	100.0%	N/A	
Interfund Loans Issued	0	600,000	N/A	0	0	N/A	0	N/A	0	100.0%	100.0%	0	100.0%	N/A	0	100.0%	N/A	
Totals:	\$5,983,662	\$5,278,831	88.2%	\$4,595,637	\$4,195,968	91.3%	\$4,195,968	91.3%	\$4,195,968	100.0%	100.0%	\$399,669	100.0%	8.7%	\$399,669	100.0%	8.7%	

Net Budget/Income/Variance: (\$1,254,098) (\$546,498) (\$75,203) \$290,384

\$365,587 7.9%

Key:

* The expected percentage is calculated as follows: since the report is for the 12th month of the year, 12 is divided by 12-the number of months in the year.

[^]To calculate the dollar variance between expected and actual expenditures, the following formula is used:

H=(D*G) - E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

(1) Debt service reimbursements were not budgeted for in 2008 or 2009. They are budgeted for in 2010.

**City of Chehalis
Comparative Financial Reports
December 2008 and 2009**

(2009 reports are unadjusted/unaudited)

WATER FUND (#405) REVENUES	A December 2008		B		C=B/A		D		E		F=E/D		G		H^A		I=F-G	
	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd*	Budget	Actual	% Rec'd	Expected	% Rec'd	Expected	Var'nc Expected	% Exp*	Expected	Var'nc Expected	% Variance	
Intergovernmental Revenues	8,924	48,704	545.8%	2,689	25.2%	100.0%	10,681	2,689	25.2%	100.0%	100.0%	(7,992)	N/A	100.0%	(7,992)	N/A		
Water Sales	1,825,525	2,353,694	128.9%	2,430,735	98.2%	100.0%	2,475,873	2,430,735	98.2%	100.0%	100.0%	(45,138)	-1.8%	100.0%	(45,138)	-1.8%		
Water Connection/Misc. Fees	368,400	214,141	58.1%	149,354	74.7%	100.0%	200,000	149,354	74.7%	100.0%	100.0%	(50,646)	-25.3%	100.0%	(50,646)	-25.3%		
Rentals	8,000	5,327	66.6%	0	N/A	100.0%	0	0	N/A	100.0%	100.0%	0	N/A	100.0%	0	N/A		
Interfund Principal Repayment	0	0	N/A	284,319	100.0%	100.0%	284,319	284,319	100.0%	100.0%	100.0%	0	0.0%	100.0%	0	0.0%		
Intergovtl Loan Proceeds	992,633	1,065,958	107.4%	90,283	100.0%	100.0%	90,300	90,283	100.0%	100.0%	100.0%	(17)	0.0%	100.0%	(17)	0.0%		
Interest Earnings	180,900	90,777	50.2%	5,601	29.9%	100.0%	18,705	5,601	29.9%	100.0%	100.0%	(13,104)	-70.1%	100.0%	(13,104)	-70.1%		
Misc. Revenues/Insurance	90,838	90,813	100.0%	30	N/A	100.0%	0	30	N/A	100.0%	100.0%	30	N/A	100.0%	30	N/A		
Totals:	\$3,475,220	\$3,869,414	111.3%	\$2,963,011	96.2%	100.0%	\$3,079,878	\$2,963,011	96.2%	100.0%	100.0%	(\$116,867)	-3.8%	100.0%	(\$116,867)	-3.8%		

WATER FUND (#405) EXPENSES	A December 2008		B		C=B/A		D		E		F=E/D		G		H^A		I=G-F	
	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd*	Budget	Actual	% Exp'd	Expected	% Exp*	Expected	Var'nc Expected	% Variance				
Operating Expenses	1,962,434	1,910,999	97.4%	1,803,312	92.9%	100.0%	1,941,429	1,803,312	92.9%	100.0%	100.0%	138,117	7.1%	100.0%	138,117	7.1%		
Capital Outlay	2,920,430	2,458,006	84.2%	391,533	74.7%	100.0%	524,200	391,533	74.7%	100.0%	100.0%	132,667	25.3%	100.0%	132,667	25.3%		
Debt Principal	50,001	96,438	192.9%	127,077	106.2%	100.0%	119,638	127,077	106.2%	100.0%	100.0%	(7,439)	-6.2%	100.0%	(7,439)	-6.2%		
Interest Expense	16,250	28,413	174.8%	30,637	100.5%	100.0%	30,482	30,637	100.5%	100.0%	100.0%	(155)	-0.5%	100.0%	(155)	-0.5%		
Transfers Out	850,000	11,604	1.4%	0	N/A	100.0%	0	0	N/A	100.0%	100.0%	0	N/A	100.0%	0	N/A		
Interfund Loans Issued	0	850,000	N/A	0	N/A	100.0%	0	0	N/A	100.0%	100.0%	0	N/A	100.0%	0	N/A		
Totals:	\$5,799,115	\$5,355,460	92.3%	\$2,352,559	89.9%	100.0%	\$2,615,749	\$2,352,559	89.9%	100.0%	100.0%	\$263,190	10.1%	100.0%	\$263,190	10.1%		

Net Budget/Income/Variance: (\$2,323,895) (\$1,486,046)

\$146,323 6.3%

Key:

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H=(D*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

(1) The main portion of the Water System Plan was deferred in 2009.

City of Chehalis

Comparative Financial Reports

December 2008 and 2009

(2009 reports are unadjusted/unaudited)

	A		B		C=B/A		D		E		F=E/D		G		H^A		I=F-G		
	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd	Expected % Rec'd*	Expected % Rec'd	Var'nc	Expected	Var'nc	% Variance	
STORM FUND (#406)																			
REVENUES																			
Intergovernmental Revenue	0	2,895			N/A		480	0	480	0	0.0%	100.0%	100.0%	(480)				-100.0%	
Storm & Surface Water Fees	406,640	402,847			99.1%		405,000	408,616	408,616	100.9%	100.9%	100.0%	3,616					0.9%	
Storm Connection/Misc. Fees	43,000	42,152			N/A		30,000	18,533	18,533	61.8%	100.0%	100.0%	(11,467)					-38.2%	
Interest Earnings	22,000	10,536			47.9%		6,000	0	0	0.0%	0.0%	100.0%	(6,000)					-100.0%	
Misc. Revenues/Insurance	0	2,248			N/A		0	587	587	N/A	100.0%	100.0%	587					N/A	
Totals:	\$471,640	\$460,678			97.7%		\$441,480	\$427,736	\$427,736	96.9%	96.9%	100.0%	100.0%	(\$13,744)				-3.1%	

	A		B		C=B/A		D		E		F=E/D		G		H^A		I=G-F		
	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd	Expected % Exp*	Expected % Exp	Var'nc	Expected	Var'nc	% Variance	
STORM FUND (#406)																			
EXPENSES																			
Operating Expenses	483,850	473,988			98.0%		390,074	353,981	353,981	90.7%	90.7%	100.0%	36,093					9.3%	
Capital Outlay	225,877	211,142			93.5%		30,000	23,618	23,618	78.7%	78.7%	100.0%	6,382					21.3%	
Interfund Debt Interest	0	1,652			N/A		0	0	0	N/A	N/A	100.0%	0					N/A	
Totals:	\$709,727	\$686,782			96.8%		\$420,074	\$377,599	\$377,599	89.9%	89.9%	100.0%	100.0%	\$42,475				10.1%	

Net Budget/Income/Variance: (\$238,087) (\$226,104) \$21,406 \$50,137 \$28,731 7.0%

Key:

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^To calculate the dollar variance between expected and actual expenditures, the following formula is used:

H=(D*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

RECOMMENDATION/COUNCIL ACTION DESIRED

This report is for the Council's information only. No action is necessary.

Received by  City Manager