

CHEHALIS CITY COUNCIL AGENDA
 CITY HALL
 350 N MARKET BLVD | CHEHALIS, WA 98532

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

Regular Meeting of Monday, July 23, 2018
5:00 p.m.

- | |
|---|
| 1. <u>Call to Order.</u> (Mayor) |
| 2. <u>Pledge of Allegiance.</u> (Mayor) |

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.		

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CONSENT CALENDAR		
1. <u>Minutes of the Regular City Council Meeting of July 9, 2018.</u> (City Clerk)	APPROVE	1
2. <u>Vouchers and Transfers – Accounts Payable.</u> (City Manager, Finance Director)	APPROVE	5
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4. <u>Interlocal Agreement with Riverside Fire Authority Regarding Maintenance and Operation of Emergency Communications System.</u> (City Manager, Fire Chief)	APPROVE	12
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7. <u>Ordinance No. 989-B, Second and Final Reading – Relating to the Public Records Act.</u> (City Manager, City Clerk)	PASS	31

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ADMINISTRATION AND CITY COUNCIL REPORTS		
8. <u>Administration Reports.</u>	INFORMATION ONLY	- - -
a. Finance Report. (City Manager, Finance Director)		47
b. City Manager Update. (City Manager)		
9. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	- - -

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, AUGUST 13, 2018.**

July 9, 2018

The Chehalis city council met in regular session on Monday, July 9, in the Chehalis city hall. Mayor Pro Tem Terry Harris called the meeting to order at 5:00 pm with the following council members present: Daryl Lund, Tony Ketchum, Bob Spahr, and Chad Taylor. Mayor Dennis Dawes and Councilor Isaac Pope were absent (excused). Staff present included: Jill Anderson, City Manager; Ken Cardinale, Fire Chief; Caryn Foley, City Clerk; Bill Hillier, City Attorney; Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Director; and Glenn Schaffer, Police Chief. Members of the media included Will Rubin of *The Chronicle*.

1. **Port of Chehalis Update.** Randy Mueller, Chief Executive Officer of the Port of Chehalis, provided a summary of recent Port activities:

- Construction projects underway – Maurin Road industrial site; 10,000 sq. ft. building on McBride Court; Port office building parking lot.
- Berwick Creek flood and habitat project – not on Port property, but will benefit the community.
- Lewis County Flood Control District #1 Chehalis Industrial Park flood study - five recommended projects costing about \$1 million both in and out of the city limits in the UGA. EDA funding will be sought.
- Broadband projects to attract new business.
- "Connecting Educators and Industry" event at W.F. West High school to connect career and technical education teachers to employers. As a result, teachers were able to tour eight manufacturing sites in the Industrial Park.

2. **Citizens Business – Severe Weather Shelter Report.** Josh Gering with Hub City Mission (132 Kirkland Road, Chehalis) reported on the severe weather shelter program held at the fairgrounds from November 3, 2017 – March 25, 2018. 1,965 bed nights were provided over 86 nights with the help of about 100 active volunteers that kept the program running. The program helped vulnerable members of the community. Mr. Gering thanked the council for their financial support.

3. **Consent Calendar.** Councilor Spahr moved to approve the consent calendar comprised of the following items:

- a. Minutes of the regular meeting of June 23, 2018;
- b. June 29, 2018 Claim Vouchers No. 122835-122966 in the amount of \$319,045.81;
- c. June 29, 2018, Payroll Vouchers No. 40296-40373, Direct Deposit Payroll Vouchers No. 9613-9716, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 188-191 in the amount of \$853,448.28; and
- d. Agreement with Human Response Network to provide services to victims and survivors of domestic violence and sexual assault.

The motion was seconded by Councilor Lund and carried unanimously.

4. **Ordinance No. 989-B, First Reading – Relating to the Public Records Act.** City Manager Anderson acknowledged the work of the City Clerk in preparing the recommendations to update the city's Public Records Act ordinance.

Caryn Foley stated legislative changes require the city to update its public records ordinance. Some of the changes include allowing the denial of requests for any and all records not relating to a particular subject; allowing the denial of automatically generated requests under certain criteria; and requiring a new tracking mandate for agencies with at least \$100,000 in annual staff and legal costs associated with fulfilling records requests. Ms. Foley noted Chehalis did not meet the \$100,000 threshold in 2017, which was the first reporting year. Another change related to the charges that can be assessed and included six alternatives: actual costs; an alternative flat fee of \$2; an alternative fee arrangement, statutory default fees; a customized access service charge; and waiving charges. Ms. Foley stated that after evaluating the alternatives, staff was recommending that Council adopt some of the default fees, the customized access service fee, and then waiving some charges. The recommendations included:

- 15 cents/page for photocopies after 100 pages
- 10 cents/page for scanning paper documents into an electronic format after 100 pages
- Actual costs for digital storage media, container, envelope, postage, delivery, and outside copying costs
- Actual costs for the use of information technology (IT) expertise

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- Waiving charges for uploading and transmitting scanned documents, and for victims or persons involved in an incident pertaining to police records

Ms. Foley stated the statutory default fees are the same as in the current ordinance, but the number of pages before a cost is incurred is proposed to be increased from 50 to 100. When using the Customized Access Charge, the requestor must be notified that services are required, and provided with an estimate of the cost to provide them the option of modifying their request to reduce the charges. Waiving fees for uploading and transmitting electronic documents are allowed under the statutory default fees, but Ms. Foley noted the allowable fees are pretty de minimis and not worth the staff time to process. She noted the real cost in providing records is the staff time involved in searching, organizing, reviewing, and redacting information, but those are costs that agencies are not allowed to charge for under state law. She added it is also the police department's practice to not charge victims or individuals involved in an incident.

Councilor Ketchum confirmed there would be no charge for records for the first 100 pages. Ms. Foley stated that was correct, but noted that if the request exceeds 100 pages, charges would be incurred back to the first page.

Councilor Taylor moved to pass Ordinance No. 989-B on first reading. The motion was seconded by Councilor Lund and carried unanimously.

5. Administration Reports.

a. **ADCOMM Feasibility Study for a North Lewis County Dispatch Center.** City Manager Anderson stated the city partnered with the Riverside Fire Authority (RFA) and the city of Centralia to produce the report. She stated City Manager Rob Hill and Police Chief Carl Neilsen were in the audience representing the city of Centralia. In addition, future County Manager Erik Martin and Commissioner Bobby Jackson were also in the audience. Ms. Anderson acknowledged the work of Chief Schaffer and Chief Cardinale relating to the project.

Chief Schaffer stated challenges with the current 911 system have come before the council several times over the last three years. Last year, the cities of Chehalis and Centralia, and Riverside Fire Authority contracted with ADCOMM to provide a feasibility study to determine if a Chehalis/Centralia 911 center was a viable option. The study was completed and has been provided to the council, and indicates that such a center is both feasible and allowable under state law. Chief Schaffer stated that 28 Lewis County agencies currently use the 911 county center and pay approximately two-thirds of the funding, and Chehalis Police and Fire, Centralia Police, and RFA fund more than half of that total since they account for a majority of the radio traffic handled by the center. He stated the study lays out information regarding a number of items:

- Type of public safety answering point of center (either primary or secondary), and how it would interact with the current 911 center regarding call routing and call answering.
- Staffing and operations depending on the functions provided by the center, as well as call volume and staffing levels to meet demands.
- Breakdown of different levels of staffing, schedules, and personnel costs.
- Facility requirements, utilities, radio tower, mechanical systems, and radio, telephone, and data requirements.
- Capital and operating budget that estimates costs of approximately \$3.8 million, and annual operating costs of about \$2 million. While estimated on the high side, there are several variables that could change these figures one way or the other.

Chief Schaffer stated the study did not include the context of the present and future costs of the current center. He stated Chehalis Police and Fire, RFA, and Centralia Police currently contribute 57% of the user agency fees to Lewis County 911, which amounted to \$989,011 in 2018. Since 2009, the Chehalis Police Department has seen a 58% increase in user fees, with an average of 10% per year over the past three years, and an anticipated 10 to 15% increase in 2019. Projecting out 10 years at a 10% increase per year, the cost for just Chehalis Police and Fire will top \$750,000 per year. The increase in user fees so far have not included any fees for the replacement or repair of infrastructure and equipment. There is also discussion now of a new facility needed for Lewis County, and it is expected that these fees would be extended to user agencies.

Chief Schaffer indicated that Chehalis, RFA, and Centralia continue to work with Lewis County to improve the current center. Representatives meet regularly with the center director and a combined user committee has been established to put representatives of all agencies around the table. The current interlocal agreement allows the combined user committee to make

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recommendations to the center director; however, Chehalis has no formal ability or authority to affect change outside the recommendations. He stated it was an ongoing process, and now that the study is complete, the four participating agencies will discuss the results, determine next steps, and explore other potential solutions to improving 911 services.

Councilor Spahr asked what the Lewis County Sheriff's Office and county fire districts pay. Chief Schaffer stated there are 28 agencies that pay into Lewis County 911. Those agencies include 18 fire districts and 10 law enforcement agencies. He explained the fees are divided into law and fire. Law enforcement agencies pay 70% of the user fees, while fire agencies pay 30%. Of that 70%, Centralia Police pays 40%, Chehalis pays 17%, and the Lewis County Sheriff's Office pays 34%.

City Manager Anderson stated that general estimates indicate that the Sheriff's Office picks up about 25% of the total user fees. She noted staff has run a lot of numbers and would like to discuss them with the council in a future workshop. She stated the funding formulas under the existing agreement are of concern. The county does not want to subsidize 911 operations, which is understandable, and the city is also concerned about that, particularly in light of the investment that is needed to improve current infrastructure. Ms. Anderson stated no one disagrees that the current infrastructure needs replaced and county is working to keep it together. She stated it was going to be expensive regardless of which path is taken and is why it is recommended that the four agencies continue to explore the option of a new 911 center, but also continue to work with Lewis County to improve the current system.

Councilor Ketchum agreed that either path is going to be a staggering amount of money, and that staff needs to look at all options while continuing to work with Lewis County. He thanked staff for all the work that went into the report.

Councilor Taylor believed everyone wanted to provide a quality 911 service to the community. He wished the current organizational structure provided all the user agencies a say in how the center was operated, not just controlled by the county. He supported staff's recommendation, but hoped there was a way that all agencies remained partners. He suggested that maybe it was time to look at a reorganization of how the center is operated.

Councilor Lund stated the agencies are not working together, and that you can't put a value on a life. Who is going to tell a family that the reason their family member died was because we weren't on top of things and people couldn't get along? He stated the city's chiefs are trying to do something for our community and there just bucking heads with the county. It's not worth waiting for someone to die before they start working together.

Councilor Taylor agreed. The current structure of the 911 center does not provide Chehalis a real voice or any authority. The key to being on an effective board that actually can make some decisions is having a voice and being able to fix something that is broken. He wanted to think that the county commissioners believed the same.

Commissioner Jackson stated one of the things he campaigned on was the safety of citizens. He stated the county doesn't deny there have been and continue to be issues with the 911 system, but he thought the new ILA provided for user groups to provide input. He assured the council that the county commissioners are concerned about public safety, that the call center is antiquated; and that equipment needs to be replaced. He stated he is an appointed member of the state emergency management 911 advisory committee. He wanted all the user agencies to work together and iron out disagreements and thought the new ILA was a good step in the right direction. Commissioner Jackson stated that at some point, we need to stop rehashing the past and move forward. He stated the county just installed a brand new system created by the federal government for dashed addresses to make it easier to find people. He stated the county wants to fix the issues and Steve Mansfield has done a tremendous job moving things forward. He stated he didn't think any conversation was off the table and he committed working toward a resolution that was beneficial and satisfactory to all.

Councilor Taylor asked if there was a commitment from the county to give the cities an actual voice to affect change and not just provide recommendations, perhaps by starting over organizationally with a real board of directors.

Commissioner Jackson noted the county is coming out of a very difficult previous administration and they've spent the last year-and-a-half trying to move forward to change the culture. While he couldn't speak for his fellow commissioners, he thought there was no conversation that was off the table, including the idea of a board of directors. He noted state law provides that counties are responsible for 911 services, so that was something to keep in mind.

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Councilor Lund stated if the law says the county is responsible for 911 services, then why doesn't the county pay for it? Commissioner Jackson stated 911 tax dollars, funding from the state, and funding from user groups pay for the system. Councilor Lund asked if that was how it was done in other counties. Commissioner Jackson guessed it probably was.

Councilor Ketchum stated he believed the consensus of the council was that we wanted to be heard, but we're not being heard, and you can't get rid of the past until you fix the past.

Councilor Taylor moved to accept the report and direct staff to continue to explore alternatives for the delivery of 911 dispatch services, including continuing to work with Lewis County Dispatch to improve the service and to identify possible long-term arrangements for creating an operationally and financially effective service-delivery model. The motion was seconded by Councilor Ketchum and carried unanimously.

City Manager Anderson noted the city is committed to working with the county on this issue and others.

b. **City Manager Update.** City Manager Anderson reminded everyone that the Seattle-to-Portland bicycle ride is this coming weekend and ChehalisFest is set for July 28.

6. **Councilor Reports/Committee Updates.**

a. Councilor Ketchum stated the first annual Human Response Network is this Friday at Riverside Golf Club. A trophy has been donated and they invite all first responders to participate and compete against each other for the prize. The cost is \$400 per team.

b. Councilor Lund stated there have been a lot of burglaries around town in the State Street area. He complimented the Police Department for their fast and courteous responses. He suggested that staff look at creating neighborhood watch programs to promote things that business owners and residents can do to help protect their property. City Manager Anderson noted the Police Department is actively investigating the robberies and she was looking forward to being able to communicate with the council that a person has been caught.

There being no further business to come before the council, the meeting was adjourned at 5:57 pm.

Dennis L. Dawes, Mayor

Caryn Foley, City Clerk

Approved:

Initials: _____

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Michelle White, Accounting Tech II

MEETING OF: July 23, 2018

SUBJECT: Vouchers and Transfers

ISSUE

City Council approval is requested for Vouchers and Transfers dated July 13, 2018.

DISCUSSION

The July 13, 2018 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers Nos. 122967-123107 and Electronic Funds Transfer Nos. 62018 and 72018 in the amount of \$306,164.03 dated July 13, 2018, which includes the transfer of:

- \$87,041.41 from the General Fund
- \$21,914.38 from the Dedicated Street Fund – 4% Sales Tax
- \$18,374.52 from the Arterial Street Fund
- \$12,232.81 from the Public Facilities Reserve Fund
- \$966.59 from the Garbage Fund
- \$50,788.00 from the Wastewater Fund
- \$40,710.90 from the Water Fund
- \$6,503.33 from the Storm & Surface Water Utility Fund
- \$67,632.09 from the Airport Fund

RECOMMENDATION

It is recommended that the City Council approve the July 13, 2018 Claim Vouchers No. 122967-123107 and Electronic Funds Transfer Nos. 62018 and 72018 in the amount of \$306,164.03.

SUGGESTED MOTION

I move that the City Council approve the July 13, 2018 Claim Vouchers No. 122967-123107 and Electronic Funds Transfer Nos. 62018 and 72018 in the amount of \$306,164.03.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Caryn Foley, City Clerk

MEETING OF: July 23, 2018

SUBJECT: Civil Service Appointment

ISSUE

An application for appointment has been received to fill a vacancy on the Civil Service Commission.

DISCUSSION

The Civil Service Commission consists of three persons, but has been conducting business with only two members for quite some time. Current members include Joe Mano and Ed Stanton. An application has been received from Sheila Johnson Teeter and is included with this agenda report.

The responsibilities of the Civil Service Commission include reviewing and updating the Civil Service Rules and Regulations, certifying eligibility lists for candidates for the Police and Fire Departments, and serving as the appeals board for hearings. Potential members are recommended for appointment by the City Manager and approved by City Council. Members serve six-year terms without compensation.

Applicants must be a citizen of the United States; a resident of the city for at least three years immediately preceding such appointment; and registered to vote in Lewis County. Ms. Johnson Teeter meets all qualifications. The appointment, if confirmed, would be effective August 1, 2018.

FISCAL IMPACT

NA.

RECOMMENDATION

It is recommended that the City Council confirm the appointment of Sheila Johnson Teeter to the Civil Service Commission for a six-year term expiring July 31, 2018.

SUGGESTED MOTION

I move that the City Council confirm the appointment of Sheila Johnson Teeter to the Civil Service Commission for a six-year term expiring July 31, 2018.

March 28, 2018

Sheila Johnson Teeter
438 SW 14th Street
Chehalis, WA 98532

RE: Civil Service Commission application

Thank you for the opportunity to apply for the City of Chehalis Civil Service Commission.

I am excited at this opportunity to give back to my community and be of service to the citizens of the State of Washington and the city of Chehalis.

Attached is my application and current resume. I believe I possess the required experience, skills and abilities in the area of rules, regulations, and human resources.

I appreciate your consideration and can be available at your convenience for an interview.

Thank you,


Sheila Johnson Teeter

City of Chehalis APPLICATION FOR APPOINTMENT

Date 3-28-18

(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 360-345-3225)

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 Sheila Johnson Teeter Former Employer's

Present employer Retired - State of Washington (Employment Sec. + Governor's office)

Employer address N/A Phone No. -

Fax No. - E-mail -

Home address 438 SW 4th St. Home Phone No. 360-280-7368 Chehalis, WA.

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

If yes, please explain

Date available for appointment Anytime

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

Approximately how many hours each month can you devote to city business? 8 hrs.

Brief statement of qualifications for position and reason for requesting appointment. (see attachment)

Signature Sheila Johnson Teeter

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) sheila@teetering.org or text 360-280-7368

Sheila Johnson Teeter

438 SW 14th Street • Chehalis, WA 98532 • Phone: 360.280.7368

E-mail sheila@teetering.org

PROFESSIONAL EXPERIENCE

State of Washington – Governor Jay Inslee

1/8/18 – 3/31/18

Legislative Session Receptionist

- Receive and respond to all incoming phone calls to Governor Jay Inslee (main line).
- Enter constituent inquiries into system for action by Governor's policy staff.
- Use outlined protocols for VIP, constituents and visitors to Governor's Office.
- Provide information when necessary to WSP Cadets (assigned to Governor's Office) and Capitol tour guides.
- Receive and process requests for Proclamations, letters and certificates of appreciation from Governor.
- Receive and process ceremonial requests for bill action (bill signing) and other documents related to bill signing.
- Schedule Governor's conference room and keep in order after meetings.

State of Washington – Employment Security Department

5/10/01-5/1/17

Customer Service Manager-Constituent Services

- Reported to the Deputy Commissioner of Employment Security Department and interacted with administrative and other personnel of the Agency, public agencies, and stakeholders.
- Extensive knowledge required of the agency mission, vision, goals, strategic plan, and knowledge of the interfaces with the Governor's Office, Office of Financial Management, Attorney General's Office, the legislature, major stakeholder groups such as the Association of Washington Business, the Federation of State Employees (AFSCME) Washington State Labor Council, as well as major committees and workgroups for which the Deputy plays a major role: i.e., Workforce Investment Act Executive Steering Committee, Unemployment Insurance Advisory Council and other entities.
- Customer service manager monitored operational activity on behalf of the Deputy Commissioner, worked directly with agency executives. With delegated authority and responsibility by Deputy manages and supervised a customer service unit (Customer Service Representative at headquarters reception) and exercised judgment on activities.
- Independently resolved, communicated highly volatile customer and constituent concerns. Was responsible for Constituent Services for ESD (Governor, Legislative and internal inquiries) and created correspondence to constituents.
- Arranged travel and reimbursement, maintained calendar and schedule meetings. This position required knowledge of various laws and policies and had knowledge of due process, critical time restrictions, and areas of legal sensitivity. Made appropriate and independent judgment about which constituent issues could be resolved at this level or refer elsewhere in the agency.

State of Washington – Employment Security Department

11/7/97 - 5/9/01

Administrative Assistant 5

- Principle Assistant to the Assistant Commissioner (who reported directly to the Deputy Commissioner of Employment Security) who was a member of the Senior Leadership Team. Office was responsible for all WorkSource centers and Tax Offices in the state.
- Was responsible for planning and organizing work methods to accomplish various administrative projects. Participant in management meetings, decision making and problem-solving processes for the office. Made decisions and acted for supervisor in administrative matters. Independently prepared correspondence necessary to ensure continued workflow. Used HR's on-boarding process for new employees.
- Maintained Assistant Commissioner and Deputy Assistant Commissioner Calendars, scheduled appointments and meetings. Made travel arrangements, completed travel authorization requests and anything related to travel. Assisted in budget building, monitored charges and resolved issues with vendor payments. Reviewed, and distributed assignments, as directed to four Regional Directors, determined and applied due dates. Prepared correspondence (writing) independently.
- Represented division on special assignments/task forces as appropriate. Provided recommendations and advised all levels of staff in WorkSource Operations on administrative matters. Delegated authority to improve administrative procedures and methods within WorkSource.

State of Washington – Employment Security Department

11/15/92 - 11/6/97

Administrative Assistant 4

- Was principle assistant to Southwest Regional Director who is a member of agency Leadership Team. Assisted Director in the administration of six Job Service Centers, two District Tax Offices, and the Interstate Service Center. I supported adherence to affirmative action and equal opportunity policy. Planned, prioritized and coordinated work flow and activities in the Southwest Region with region management and other agency divisions.
- Reviewed professional staff work to ensure compliance with policies, rules and regulations. Established due dates for assignments and reviewed completed assignments for quality, tone, and timeliness. Coordinated assignments from constituents with the Commissioner's Office.

State of Washington – Employment Security Department

08/19/85 - 11/15/92

- Various positions held during this period; Secretary 2 and Clerk Typist 3, Job Service Specialist/Job Training Partnership Act Program and Unemployment Insurance Specialist at reception desk at Aberdeen Job Service Center.

SPECIAL ASSIGNMENTS

- Agency coordinator for Combined Fund Drive (1997, 1998, 1999)
- Employee Transportation (ETC) Program Coordinator for headquarters office at 605 Woodland Square Loop Building (Lacey) for Commute Trip Reduction Program
- Member of state-wide workgroup for the Workfirst Managers and Partners Conference (2000, 2001, 2002) and other conference-planning (agency-wide)
- Served as the Emergency Response Coordination Center Liaison for Emergency Operations (Y2K) Team
- Served as Legislative Assistant (interim) to Legislative Liaison while search occurred for new staff member

AWARDS

- 2011 Award for Extra Mile Leadership Award – Public Service Recognition – Secretary of State
- 2004 Individual Award of Merit, Employee Performance (International Association of Workforce Professionals) IAWP
- Four-time recipient of Commissioner's Customer Service Top Performer Award (Mystery Shopper) 2002-2004
- Extra Mile nominee (Public Service Recognition) from Employment Security 2002 and 2003
- International second place recipient Award of Merit (IAWP) accepted award in Minneapolis, MN
- 2005 IAWP Washington Chapter "Hall of Fame" recipient

COMMUNITY ACTIVITIES/PROFESSIONAL AFFILIATIONS

- Current member of International Association of Workforce Professionals (IAWP) Past State President and Secretary
- Volunteer for Washington State Long-Term Care Ombudsman Program (2009-present)
- Vice-President Chehalls, 1550 Eagles Ladies Auxilliary
- Current Secretary/Treasurer, Lewis County Democrats
- Past Chair of Employment Security Generations Credit Union Board (Supervisory Committee - 10 years)
- Past chair for ESD headquarters Adopt-A-Family program (10 years)
- Six-year appointed past member of Governor's Committee of State Employed Women (ICSEW) Served on Executive Board 2000-2006
- Elected by ESD staff to Agency Mutual Aid Foundation (Past Member & Secretary)

EDUCATION & TRAINING

Graduate 1976

Grays Harbor College-Aberdeen, WA

Associate of Science Degree

Graduate 1973

William F. West High School-Chehalis, WA

High School Diploma

REFERENCES

Available upon request

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Ken Cardinale, Fire Chief

MEETING OF: July 23, 2018

SUBJECT: Interlocal Agreement Operations of Emergency Radio System

ISSUE

The proposed agreement updates the previous January 1, 2015 Interlocal Agreement (ILA) between Riverside Fire Authority (RFA) and the Chehalis Fire Department (CFD) for maintenance and operation for combined use of the Fire-2 radio frequency. This updated ILA includes the new Tactical Frequency, which was built with 2017 budgeted funds jointly from RFA and CFD. This new LC-Tac-1 frequency was built to improve fire ground communications, safety, and frequency loading.

DISCUSSION

The purpose of this agreement is to provide reasonable compensation annually to RFA for the city's fair share of the maintenance and operation costs for use of the emergency communications system relative to dispatching and fire ground operations, specifically fire frequencies Fire-2 and LC-Tac-1.

- RFA will continue to operate and maintain both channels on the radio system for dispatching and fire ground communications.
- No legal or separate administrative entity is created by this agreement, which shall be administered by the RFA Chief.
- No real or personal property shall be acquired, held, or disposed of under this agreement.
- The parties agree to review the program shortly before the end of the annual term to determine if changes need to be made.

- Term of this agreement shall be for one year after the effective date thereof, and automatically renewed from year to year unless terminated or modified as provided in the agreement. Either party may terminate their participation by providing 90-days' written notice to the other party.
- The proposed agreement is an updated version of the January 1, 2015 agreement.

FISCAL IMPACT

The Chehalis Fire Department will pay Riverside Fire Authority \$20,000 annually. This is an increase of \$10,000 over the 2015 agreement and is due to the added maintenance cost of the new frequency. This increase was not included in the 2018 Adopted Budget and will require a budget amendment of \$10,000 if approved.

RECOMMENDATION

It is recommended that the City Council approve the Interlocal Agreement with Riverside Fire Authority for maintenance and operation of RFA's emergency communication system, which includes Fire-2 and LCTac-1 frequencies that are used jointly between Riverside Fire Authority and the Chehalis Fire Department.

SUGGESTED MOTION

I move that the City Council approve the Interlocal Agreement between City of Chehalis Fire Department and Riverside Fire Authority Regarding the Maintenance and Operation of Emergency Communications System and authorize the City Manager to execute the agreement and make the related adjustment to the 2018 Adopted Budget.

**INTERLOCAL AGREEMENT
BETWEEN CITY OF CHEHALIS AND RIVERSIDE FIRE AUTHORITY
REGARDING MAINTENANCE AND OPERATION
OF EMERGENCY COMMUNICATIONS SYSTEM**

THIS INTERLOCAL AGREEMENT is entered into and effective this ____ day of _____, 2018, by and between the City of Chehalis (hereinafter "the City") and Riverside Fire Authority (hereinafter "RFA"), both of which are municipal corporations under the laws of the State of Washington.

WHEREAS, the City of Chehalis utilizes the emergency communications system of Riverside Fire Authority for dispatching and emergency responses within the City of Chehalis; and

WHEREAS, Riverside Fire Authority incurs maintenance and operations costs with respect to the two-way radio system used for such emergency communications; and

WHEREAS, both municipal corporations may enter into interlocal cooperative agreements pursuant to chapter 39.34 of the Revised Code of Washington;

NOW, THEREFORE, it is hereby agreed between the parties:

1. **PURPOSE.**

The purpose of this agreement is to provide reasonable compensation annually to RFA for the City's fair share of the maintenance and operations costs for the City's use of the emergency communications system of RFA, for the City's needs relative to dispatching and emergency responses for Fire -2 and LC Tac-1 frequencies.

2. **PROGRAM DELIVERY.**

The RFA will continue to operate and maintain the radio system so that the City can use such system for its dispatching and emergency responses. No separate legal or administrative entity is created by this agreement, which shall be administered by the RFA's Fire Chief. No real or personal property shall be acquired, held or disposed of under this agreement.

3. **TERM OF AGREEMENT.**

The term of this Agreement shall be for one year after the effective date hereof, **provided** that this agreement shall be automatically renewed from year to year unless terminated or modified in accordance with the provisions hereof. The parties agree to review the program shortly before the end of the annual term to determine if changes need to be made. Either party may terminate their participation during the term of this agreement, or any renewal term, by providing 90 days written notice to the other party.

4. **CONSIDERATION.**

In consideration for the services provided by RFA, the City will pay the RFA \$10,000.00 annually, payable within 30 days after receipt of the invoice.

5. **EMPLOYER/EMPLOYEE RELATIONSHIP.**

It is understood and agreed by the parties that any employee of either party providing services pursuant to this Agreement, shall be and remain an employee of their usual employer. He/she shall not be deemed an employee of the other party, even though he/she may operate at times under the direct supervision and control of the other agency's officials for the limited purposes of this agreement. Nothing contained in this Agreement shall create the relationship of master and servant or employer and employee, as between the agency served and the other agency's employee. He/she shall not be considered an independent contractor, but rather a continuing employee of the regular employer.

6. **OTHER PROVISIONS.**

The following standard provisions also apply:

1. **Integrated Agreement.** This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document. The agreement may be modified or amended only by supplemental written agreement hereafter negotiated by the parties.
2. **No Third Party Beneficiary.** The provisions of this interlocal agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this agreement. The agreement between the parties is only intended to create rights and/or obligations as between the signatory parties.
3. **Governing Law.** This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of a dispute that has completed arbitration or has been held ineligible for arbitration, the venue shall lie in Lewis County, Washington.
4. **Arbitration of Disputes.** It is the intent of all parties to this agreement that disputes, if any, between any of the parties hereto shall be resolved as informally and amicably as possible by settlement without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the parties agree that mediation may be used. If the parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the parties sharing the costs proportionately, depending upon how many of the parties are involved in the dispute. Only if arbitration is

unsuccessful or declared by a court to be inapplicable to the dispute shall the parties proceed to Superior Court.

5. **Construction/Interpretation.** This Agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.
6. **Hold Harmless/Indemnification.** Each of the parties which are signatories hereto, by executing this agreement, are deemed to hold harmless and indemnify any and all other parties for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of any of the other parties, with respect to their own negligence, errors and omissions. Each party, therefore, remains solely liable for their own sole negligence, errors or omissions. Such indemnification extends not only to the actual party, but all employees, agents, volunteers and parties acting on their behalf. The respective parties to the interlocal agreement are not deemed to be agents of each other for purposes of this agreement.
7. **Waiver of Breach.** The failure of any party to this agreement to insist upon strict performance of any of the covenants and agreements contained in this agreement, or to exercise any option or right conferred by this agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which shall all be and remain in full force and effect.
8. **Industrial Insurance Waiver.** With respect to the performance of this agreement and as to claims against any of the parties, their officers, agents, and employees, each party expressly waives its immunity to the other parties only, under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the parties to this agreement.
9. **Notices.** Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. Each party shall include the applicable address below the signature block hereof.

**RIVERSIDE FIRE AUTHORITY
GOVERNANCE BOARD**

Chairman

Board Member

Vice-Chair

Board Member

Board Member

Board Member

ATTEST:

Board Secretary

Address for Notices: 1818 Harrison Avenue, Centralia, WA 98531

THE CITY OF CHEHALIS

City Manager

ATTEST:

City Clerk

Address for Notices: 350 N Market Blvd, Chehalis WA 98532

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Ken Cardinale, Fire Chief

MEETING OF: July 23, 2018

SUBJECT: Interlocal Agreement for Riverside Fire Authority to Provide Fire Marshal Services to Chehalis

ISSUE

An interlocal agreement with Riverside Fire Authority (RFA) has been prepared for consideration by the City Council in order to update a previous interlocal agreement with RFA.

DISCUSSION

RFA has provided fire marshal services for the past seven years at a much discounted rate due to ongoing talks to a merger between the two departments. Since those talks have been suspended, RFA can no longer provide the services at such a discounted rate due to changes in wages and other operating factors since the last increase in 2017. The updated agreement includes an increase in rates that more accurately reflects the services provided to the City for provision of fire code inspections, plans review, and enforcement services. The term of the agreement is January 1, 2019 through December 31, 2019, which will allow RFA to review the services provided to ensure that the new rate is accurately capturing the services they are providing.

FISCAL IMPACT

There is no impact to the 2018 Adopted Budget. The impact to the Fire Department budget in 2019 will include an increase from the current flat rate of \$20,000 to a flat rate of \$27,500, an increase of \$7,500.

RECOMMENDATION

It is recommended that the City Council approve the agreement and authorize the City Manager to execute the document.

SUGGESTED MOTION

I move that the City Council approve the Interlocal Agreement with Riverside Fire Authority to provide fire marshal services and authorize the City Manager to execute the document.

**City of Chehalis
350 N. Market
Chehalis, WA 98532**

**AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CHEHALIS AND
RIVERSIDE FIRE AUTHORITY
FOR FIRE CODE INSPECTIONS AND ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the City of CHEHALIS, WASHINGTON, a municipal corporation, hereinafter referred to as "City", and Riverside Fire Authority, a fire authority, hereinafter referred to as "RFA", under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW,

WITNESSETH:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, the City is required by Ch. 48.48 RCW to provide the services of a fire marshal or other such fire authority designated by the Fire Chief to conduct fire code inspections and enforcement; and

WHEREAS, the City is required by City Municipal Code 2.30.050 to provide the functions and duties of the department shall include fire prevention, fire suppression, fire investigations, fire code plans review and enforcement, emergency medical services, and such other related functions and duties as may be assigned from time to time by the city manager. [Ord. 767B, 2004.]

WHEREAS, pursuant to RCW 48.48.060(3), the City is expressly entitled to enter into interlocal agreements to carry out such duties in the incorporated areas of Chehalis and its UGA, and RFA has the staff and resources available to provide certain other services in the City and the UGA in an effective and cost-efficient manner; and

WHEREAS, the City and RFA find it mutually beneficial and in the public interest to enter into an interlocal services agreement for RFA to provide fire code inspection, plans review and enforcement services to the Chehalis and UGA residents;

NOW, THEREFORE, THE CITY AND RFA agrees as follows:

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SECTION 1. PURPOSE, TERM AND EXTENSION OF AGREEMENT. The purpose of this Agreement is to ensure high quality and uninterrupted fire code inspection, plans review and enforcement services to the Chehalis residents and UGA of the city during the period between January 1, 2019, and December 31, 2019. This agreement may be thrice extended for additional, one-year terms upon written notification by the City to the RFA of not less than thirty (30) days prior to the expiration of the current-year term, and upon the agreement of the parties to the hourly fee, and other terms or amendments for the following year.

SECTION 2. SCOPE OF FIRE CODE INSPECTION AND ENFORCEMENT SERVICES. The scope of services provided by the RFA within the City and UGA addressed by this Agreement shall be as specified in Sections 4 and 5 of this Agreement, and any attached Appendix or Amendment incorporated herein by reference as if fully set forth.

SECTION 3. FINANCIAL ADMINISTRATION. The fair cost for provision of fire code inspections, plans review and enforcement services shall be provided at the flat rate of \$27,500 during the period said services are being performed by RFA on behalf of the City.

SECTION 4. RESPONSIBILITIES OF RFA. The RFA agrees to provide the following fire code inspection, plans review and enforcement services to the City and UGA as outlined below.

1.0 INTRODUCTION

1.1 The City of Chehalis is soliciting requests for proposal to provide Fire Code Inspections and Enforcement services. The City of Chehalis provides plan reviews, fire code and life safety inspection, and enforcement of the International Fire Code and Municipal Code as related to said reviews and inspections. This position provides direction/supervision of the employees of the fire department through the Fire Chief. Permit requirements are included in these functions. The city wishes to continue this service by contracting these duties.

2.0 STATEMENT OF QUALIFICATION REQUIREMENTS

- 2.1** ICC Fire Plans Examiner, Fire Inspector II Certified.
- 2.2** Five (5) years minimum cumulative firefighting and fire code enforcement experience.
- 2.3** Knowledge of fire prevention principles and practices.
- 2.4** Must have valid liability and errors and/or omissions insurance.

- 2.5 Must provide and maintain their own equipment, and cover all costs associated with providing services.

3.0 SCOPE OF WORK

- 3.1 Must be able to perform the following services in a timely and reasonable manner:
- a. The RFA shall provide to the City consultation services regarding fire code inspection and enforcement services to include assisting City personnel as necessary in the provision of said services.
 - b. Provide timely replies to inquiries regarding application of the IFC, to include reasonable availability on a consistent basis. Inquiries include meetings, e-mails, and telephone calls.
 - c. Provide assistance to the City Fire Chief regarding fire and life safety inspections that exceed his/her scope of practice, expertise, or certification level to include; corrective actions required, interaction with business owners/occupants regarding corrective actions required to meet compliance, and inspection follow-up to confirm code compliance.
 - d. Provide all completed Fire Code Related documents to City of Chehalis Department of Community Development for filing.
 - e. Conduct specialty inspections to include permitting as required. Examples include fireworks stands, temporary displays or businesses activities such as garden, craft, vendor, fairs in malls or other open areas.
 - f. May be requested to conduct inspections outside of the city limits as required per contract with the Lewis County Fire Marshal. (Determination of subcontractor clause. See Section 12 below).
 - g. Review trends and developments in the area of fire and life safety inspections and make recommendations to the Fire Chief.
- 4.1 RFA will perform any plan reviews and associated follow-ups as reasonably requested by the City Fire Chief.
- 4.2 Other associated Fire Code Inspection and Enforcement work may be performed when mutually agreed upon by the representatives of the City and the RFA.
- 4.3 The City welcomes input from the RFA on the operation of its fire marshal service. Any operational concerns should initially be raised with the City Fire Chief. In addition, if regular meetings are deemed necessary by the RFA to discuss issues regarding fire marshal services, they will be arranged by representatives of the RFA and with said City representative.

SECTION 5. RESPONSIBILITIES OF THE CITY. The City agrees to meet the following responsibilities under this Agreement:

- 5.1 The City shall grant to the RFA personnel assigned to provide fire code inspection, plans review and enforcement services the authority to enforce the provisions of Ch. 48.48 RCW, and associated City fire marshal duties pertaining to civil and criminal fire code infractions.
- 5.2 The City shall provide to the RFA personnel assigned to fire code inspection, plans review and enforcement services the assistance of City personnel necessary to assist the RFA in providing fire code inspection and enforcement services, as approved by the City Fire Chief.

5.3 Provide for timely payment of the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by RFA.

SECTION 6. ADMINISTRATION. This Agreement shall be administered by the City Manager and by the Fire Chief of the RFA.

SECTION 7. DISPUTE RESOLUTION. In the event of a dispute between the City and the RFA regarding the delivery of services under this Agreement, the Fire Chiefs of the City Fire Department and the RFA, shall review such dispute and options for resolution. Any dispute not resolved by these representatives shall be referred to the City Manager and the RFA Governing Board. The decision of the City Manager and the RFA Governing Board regarding the dispute shall be final as between the parties.

If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Manager and RFA Governing Board may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 8. INDEPENDENT CONTRACTOR. As used in this Agreement, "City" means the party that solicits and pays for services and "RFA" means the party that contracts to provide those services. The RFA is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in the Agreement. Nothing herein nor in any of the Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and the RFA or between any of the RFA's employees or agents. The RFA shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the RFA pursuant to this Agreement. Nothing in this Agreement shall make any employee of the RFA an employee of the City or any employee of the City an employee of the RFA for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

SECTION 9. HOLD HARMLESS/INDEMNIFICATION. The RFA in this Agreement agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the RFA of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the City by an employee of the RFA or subcontractor or agent of the RFA, even if the RFA is thus otherwise immune from liability pursuant to the workers, compensation statute, Title 51 RCW.

The City in this Agreement agrees to indemnify, defend, save and hold harmless the RFA, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the City of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the RFA, the City retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the RFA by an employee of the City or subcontractor or agent of the City, even if the RFA is thus otherwise immune from liability pursuant to the workers, compensation statute. Title 51 RCW.

SECTION 10. ASSIGNMENT/SUBCONTRACTING. Neither the City nor the RFA shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other. The RFA shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

SECTION 11. NON-DISCRIMINATION. In connection with the provision of services pursuant to this Agreement, the RFA shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. The RFA and City each certify that it is an Equal Employment Opportunity Employer.

SECTION 12. NO THIRD PARTY BENEFICIARY. The RFA does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the RFA. The City and the RFA do not intend there be any third-party beneficiary to this Agreement.

SECTION 13. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the RFA:
Riverside Fire Authority
1818 Harrison Ave.
Centralia, WA 98531-1905
Attention: Fire Chief

To the City:
Chehalis Fire Department City of Chehalis
455 NW Park St.
Chehalis, WA 98532
Attention: Fire Chief

Either the City or the RFA giving the other notice of such change as provided in this section may change the name and address to which notices shall be directed.

SECTION 14. WAIVER. No waiver by either party of any term or condition of this Agreement or Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 15. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 16. AMENDMENT AND TERMINATION. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Either party may terminate this agreement for public convenience upon not less than sixty (60) days prior written notice to the other party.

SECTION 17. DOCUMENT EXECUTION AND FILING. The City and the RFA agree that there shall be duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and the RFA. Upon execution, the executed duplicate of this Agreement shall be returned to the City Clerk which shall file a copy of this Agreement with the County Auditor. Upon receipt by the City Clerk of the duplicate originals, each such duplicate original shall constitute an agreement binding upon both City and the RFA.

SECTION 18. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the City and the RFA have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement

CITY OF CHEHALIS, a municipal corporation
CHEHALIS, WASHINGTON

RIVERSIDE FIRE AUTHORITY
CENTRALIA, WASHINGTON

By: _____
City Manager

By: _____
Fire Chief

Approved as to form, only:

City Attorney

Date: December 11, 2012
Subject: Fire Code Management Agreement Inter-local Agreement
Prepared By: Chief Walkowski

Background:	<p>At the November 9, 2011, Board meeting, I briefed the Board regarding the potential opportunity for the RFA to provide fire code management services via an inter-local agreement with the City of Chehalis. The City is seeking a trained professional to conduct plan reviews, fire code and life safety inspections, and enforcement of the International Fire Code and Municipal Code.</p> <p>Further discussions occurred that identified a possible venture between the City and the RFA from a shared or cooperative fire service initiative such as the delivery of fire code management and inspection services. Engaging in a cooperative partnership could be a cost saving, fiscally responsible method to provide a high level of service to our community while reducing redundancy.</p> <p>With that said, the City and the RFA developed an ILA addressing the needs of the City and the interests of the RFA in providing requested services for the City that are realistic and attainable based on the current workload for the RFA Fire Marshal.</p> <p>During the first 45 days of providing services for the City, the Fire Marshal dedicated 49 hours of service to the City. The high number of hours was a result of numerous plan reviews that had not been completed over a period of a couple of months. I anticipate that future activity will result in 15-20 hours/month committed to fulfill the deliverables of the ILA.</p> <p>The proposed ILA would be effective for one (1) year duration with the option to extend three (3) additional years in one (1) year intervals. In addition, the hourly rate is based on the salary and benefits for the Fire Marshal position, associated mileage, and the ability to recover administrative costs as necessary.</p> <p>I have attached a copy of the proposed ILA for your review and consideration.</p>
Fiscal Impact:	No negative fiscal impact anticipated.
Recommendations:	To approve.
Proposed Motion:	To authorize the Fire Chief to execute the attached Inter-local Agreement Between the City of Chehalis and Riverside Fire Authority for Fire Code Inspections and Enforcement Services.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Ken Cardinale, Fire Chief

MEETING OF: July 23, 2018

SUBJECT: Interlocal Agreement between Lewis County Fire District Six and the City of Chehalis Fire Department for Temporary Use of a Water Tender for Wildland Fire Fighting

ISSUE

An interlocal agreement with Lewis County Fire District Six (District Six) has been prepared for City Council consideration to allow for the temporary use of a Water Tender vehicle owned by District Six. The Chehalis Fire Department would receive a water tender at no charge for the wildland fire summer months of August 1, 2018 – October 1, 2018.

DISCUSSION

The Chehalis Fire Department approached District Six in June with the concept of a fire apparatus exchange for the summer wild fire season of 2018 to fill a response gap for wildland fires and structure fires where fixed water sources are unavailable. These conversations led to the proposed agreement that would provide the City with a needed Water Tender in areas where fire hydrant water flow or fire flow is insufficient. In addition, it will allow us to improve our support to auto-aid responses to vegetation fires in Fire District Six. Our structural engines are not designed to respond to vegetation fire, which mainly occur off-road. A water tender is better suited for these types of fires, because they are designed to support off-road brush units, which carry limited water capacity.

The proposed agreement sets forth of the agreement with District Six for use of the Water Tender and has been reviewed and approved by the City's insurance carrier, Washington Cities Insurance Authority (WCIA), as well as the City Attorney.

The term of this agreement is two and a half months and will end on October 15, 2018, at which time the Water Tender will be returned to District Six. The Water Tender will be covered under the City of Chehalis Insurance policy through WCIA. The Tender will be inspected by the Bus Garage prior to acceptance and taking possession of the Tender to ensure the apparatus is in acceptable condition. Driving and Operational training for the Water Tender will be provided by District Six and all Chehalis fire department personnel will be fully trained prior to operating the Water Tender. There is no cost or fees associated with this agreement.

Due to the limited vehicle storage space at the Chehalis Fire Station, a reserve fire engine that is not typically used by CFD would be moved and housed at District Six Fire Station. The engine would not be used by District Six; it would only be stored there while the Water Tender is located at the Chehalis Fire Station, and would be returned to Chehalis upon expiration of the agreement.

FISCAL IMPACT

There is no increase in costs associated with the proposed agreement.

RECOMMENDATION

It is recommended that the City Council approve the agreement and authorize the City Manager to execute the document.

SUGGESTED MOTION

I move that the City Council approve the Interlocal Agreement with Lewis County Fire District Six for the temporary use of the Water Tender Vehicle and authorize the City Manager to execute the document.

TEMPORARY TENDER USE AGREEMENT

This Agreement dated _____, 2018 is entered between LEWIS COUNTY FIRE PROTECTION DISTRICT NO. 6, a municipal corporation, hereafter referred to as "District", and the CITY OF CHEHALIS a municipal corporation, hereafter referred to as "User."

RECITALS

1. This Agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The District currently owns a 2000 Freightliner VIN # 1FV6JL CBXY#B73132 "Tender" that is temporarily surplus to its needs and User has the temporary need to use the Tender.
3. Use of the Tender by User provides a benefit to District as User provides mutual aid to District and the availability of the District will enhance User's ability to provide mutual aid.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Tender Use.** The District shall allow User to use the Tender consistent with the terms of this Agreement.
2. **Use Restrictions.** The Tender may only be used by qualified and insurable User personnel with valid drivers licenses. The Tender may only be used in conformity with all applicable laws and regulations to provide fire protection services.
3. **Tender Ownership.** The Tender is owned by District and shall remain the property of District at the termination of this Agreement. In the event User purchases additional equipment or supplies to enhance the use of the Tender, such additional equipment and supplies shall remain the property of User.
4. **User Payment.** User's provision of mutual aid and assistance in allowing the District to be better prepared to respond to brush fires by having this agreement in place has been determined to be adequate consideration for this Agreement.
5. **Tender Operation Costs Routine Maintenance and Repairs.** User shall be solely responsible for all ongoing maintenance and repair of the Tender while this Agreement is in effect and shall furnish all required fuel and lubricants necessary for the day to day operation of the Tender. User shall follow a Tender maintenance schedule as established by the District.

6. **Term.** This Agreement shall be effective on _____, 2018 and shall continue until _____, 2018 unless terminated early by either party with 7 days advance written notice delivered to the other party.
7. **Return of Tender.** On the expiration or termination of this agreement, User, at its own cost and expense, shall return the Tender, unencumbered, and in the same condition as received, reasonable wear and tear excepted, to District.
8. **Risk of Loss.** As between the District and User, User assumes all risks of loss, damage, destruction, or interference with the use of the Tender while in User's possession or control for any cause.
9. **Insurance.** User agrees to provide property insurance and liability coverage for the Tender during the term of this Agreement. User shall furnish to District appropriate documentation showing that such coverage is in effect.
10. **Liability.** User assumes the risk of liability arising from or pertaining to the use of the Tender. User shall indemnify and hold District harmless from and against any and all claims, costs, expenses, damage, and liabilities, including attorney's fees, arising from or pertaining to the use of the Tender.
11. **Warranty Disclaimer.** The District is neither the manufacturer of the equipment, nor the manufacturer's agent and MAKES NO WARRANTY NOR REPRESENTATION, EXPRESS OR IMPLIED, REGARDING THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIALS OR WORKMANSHIP IN THE EQUIPMENT and is not responsible for any repairs, service, or defects in the equipment or its operation, it being agreed that all such risks are to be borne by User at its sole risk and expense, as User itself has made its own selection of the equipment based upon its own judgment. User accordingly shall not make any claim against District for any deficiency of the equipment. User further agrees, regardless of cause, not to assert any claim against District for consequential damages.

12. Miscellaneous

- 12.1. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 12.2. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the Lewis County Superior Court, Lewis County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or

lawsuit arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

12.3. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**LEWIS COUNTY FIRE PROTECTION
DISTRICT NO. 6**

CITY OF CHEHALIS

By: _____

By: _____

DATE: _____

DATE: _____

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Caryn Foley, City Clerk

MEETING OF: July 23, 2018

SUBJECT: Ordinance No. 989-B, Second and Final Reading – Relating to the Public Records Act

ISSUE

Legislative changes revised several aspects of the Public Records Act (PRA). The city's ordinance therefore needs to be updated to comply with these changes.

A summary of the proposed changes was presented at the July 9, 2018 City Council meeting. The ordinance was passed on first reading, and there are no proposed changes to the ordinance since first reading.

BACKGROUND

In 2011, the city passed Ordinance No. 874-B that created a new chapter in the Chehalis Municipal Code related to the disclosure of public records that included procedures for obtaining public records. An informational brochure was also produced to provide guidance and assistance to the public in understanding the PRA. This brochure will be updated upon passage of the proposed ordinance.

DISCUSSION

Several notable changes were made by the Legislature in 2017 to include:

- Allowing the denial of requests for all or substantially all records not relating to a particular subject.
- Allowing the denial of automatically generated (bot) requests received from the same requestor within a 24-hour period, if the requests cause excessive interference with essential city functions.
- Requiring the implementation of a new request tracking mandate for agencies with at least \$100,000 in annual staff and legal costs associated with fulfilling public records requests.

The most significant change related to the fees that can be charged for responding to public records requests. The alternatives include:

1. Actual Costs
2. Alternative Flat Fee of \$2
3. Alternative Fee Arrangement
4. Statutory Default Fees
5. Customized Access Service
6. Waiving Charges

The administration is not recommending the adoption of Actual Fees, the Alternative Flat Fee of \$2, or the Alternative Fee Arrangement.

- **Actual Fees:** In order to charge actual costs, a city must have a statement of the factors/manner used to determine actual costs, and then can only do so after holding a public hearing.
- **Alternative Flat Fee:** The city must document an estimate that shows that costs are equal to or more than \$2, and you cannot assess an additional fee after the first installment. Additionally, it would cost more in staff time collecting and processing a \$2 fee.
- **Alternative Fee Arrangement:** This is a new alternative, and frankly, it is unknown under what circumstance this alternative would be used. The city attorney also advised that making varying arrangements with different requestors could become an issue.

The administration is recommending that City Council adopt the following charges:

Statutory Default Fees:

- 15 cents/page for photocopies of public records or printed copies of electronic records if the request exceeds 100 pages
- 10 cents/page for scanning paper documents into an electronic format if the request exceeds 100 pages
- Actual costs for digital storage media, container, envelope, postage, and delivery

Customized Access Service: This alternative is new and allows actual costs for providing information technology services. The requestor must be notified that services are required, and provided with an estimate of the cost.

Waiving Fees: As a municipality, most records that the city deals with are open to public disclosure, and it is very important that our citizens have access to those records, which are not exempt from disclosure.

The statutory default fees also include charges for the uploading and transmission of scanned documents; however, the Administration recommends that the city not charge for these items since the actual uploading and transmission of electronic documents is de minimis. The costs of staff time in searching, organizing, reviewing, and redacting information is the real cost, but is something agencies cannot charge for. Additionally, the Police Department has provided public records at no cost to victims or persons involved in an incident pertaining to police records. The proposed ordinance includes the waiver of fees in these instances.

FISCAL IMPACT

NA.

RECOMMENDATION

It is recommended that the City Council pass Ordinance No. 989-B on second and final reading.

SUGGESTED MOTION

I move that the City Council pass Ordinance No. 989-B on second and final reading.

ORDINANCE NO. 989-B

AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, RELATING TO THE PUBLIC RECORDS ACT, CHAPTER 42.56 OF THE REVISED CODE OF WASHINGTON; AND REPEALING ORDINANCE NO. 874-B, PASSED THE 27TH DAY OF JUNE, 2011, CODIFIED IN THE CHEHALIS MUNICIPAL CODE AS CHAPTER 1.14.

WHEREAS, the Public Records Act, Chapter 42.56 of the Revised Code of Washington, requires cities to adopt rules of procedure consistent with the intent of the Public Records Act, to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with essential City functions; and

WHEREAS, the City of Chehalis passed Ordinance No. 874-B the 27th day of June, 2011, codified in the Chehalis Municipal Code as Chapter 1.14; and

WHEREAS, the State Legislature enacted revisions to the Public Records Act; and

WHEREAS, the City of Chehalis must hereby amend its ordinance to comply with state law; now, therefore,

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

Section 1.14.010. Findings.

A. RCW 42.56.070(1) requires all cities and public agencies to maintain and make available a current index of various public records.

B. RCW 42.56.070(4) provides that if maintaining such an index would be unduly burdensome, a city need not maintain such an index but it must issue and publish a formal order specifying the reason why and the extent to which compliance would be unduly burdensome.

C. The City is comprised of numerous departments, their division and subdivisions, many if not all of which maintain separate databases and/or systems for the indexing of records and information.

D. Because the City has records which are diverse, complex and stored in multiple locations, and in multiple computer systems and databases, it is unduly burdensome, if not physically impossible, to maintain a central index of records.

E. The City produces or receives an uncountable number of records each day and maintains an uncountable number of records in numerous city files.

F. The development and maintenance of a central index would be extremely costly and would provide little benefit to the public compared to the expense in maintaining the index.

G. The City's revenues and operations do not allow for the addition, revision, or reassignment of duties of existing personnel, or additional staff, so that an index may be developed and maintained.

H. Pursuant to RCW Chapter 42.56, the City will disclose all public records, including any indexes that are maintained by the City to the extent such records or indexes are not exempt from disclosure pursuant to RCW Chapter 42.56 or other applicable laws.

Section 1.14.020. Public Records Index – Order – Maintenance Not Required.

Pursuant to RCW Chapter 42.56.070(4), the City Council orders the following:

A. The City is not required to maintain a current index of public records due to findings of the City Council that the requirement to do so is unduly burdensome and would interfere with City operations and such a list is nearly impossible to create and/or maintain; and

B. Pursuant to RCW Chapter 42.56, the City shall disclose all public records and any indexes of public records maintained by the City to the extent such records are not exempt from disclosure pursuant to RCW Chapter 42.56 or other applicable laws.

Section 1.14.030. Public Records Disclosure – Purpose.

A. The purpose of the Public Records Act is to provide the public with full access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of efficient administration of government. The Public Records Act provides a statutory framework by which to administer access to public records. The purpose of this chapter is to establish the procedure for obtaining public records from the City as required by RCW Chapter 42.56, as currently enacted or hereafter amended.

B. The information contained in this document is designed to aid both those requesting public records and those responding to records requests. The document should assist in guiding expectations of requestors and providing notice of a mechanism by which to appeal a records decision, if necessary.

Section 1.14.040. Reference.

A. RCW Chapter 42.56, Public Records Act.

B. Chapter 44-14 WAC, Public Records Act – Model Rules

Section 1.14.050. Public Records Officer – Responsibility/Authority.

A. The City Clerk is the designated public records officer. The City's public records officer will oversee compliance with the Public Records Act and these procedures. The City's

public records officer may delegate the responsibilities of processing requests to other staff. Departments may also designate records coordinators within specific departments to facilitate access to public records within that department, so long as each coordinator is identified to the public records officer.

B. City staff will provide assistance to requestors, reasonably ensure that public records are protected from damage or disorganization, and prevent fulfilling public records requests from causing excessive interference with essential functions of the City. Assigned City staff will be responsible and held accountable to meet the City's responsibilities of this policy. Failure to do so will result in disciplinary actions.

Section 1.14.060. Definitions – Adoption by Reference. The definitions set forth in RCW 42.56, as presently adopted and as may be subsequently amended, are hereby adopted by reference, together with all amendments and additions provided in this chapter.

Section 1.14.070. Municipal Services and Central Office. The City provides a full range of traditional municipal services through various departments. City Hall, the central office, is located at 350 N Market Blvd, Room 101, Chehalis WA 98532 and several field offices exist throughout the City. A City organizational chart is included under Chehalis Municipal Code 1.14.230. Any person wishing to request access to public records from a single department may make the request to that individual department's records coordinator or may make a request to the public records officer. Any person seeking assistance in making a request which includes more than one department should contact the public records officer:

City Clerk - Public Records Officer
City of Chehalis
350 N Market Blvd., Room 101
Chehalis, WA 98532
Phone: 360-345-1042
Fax: 360-748-0651
cfoley@ci.chehalis.wa.us

Section 1.14.080. Availability of Public Records.

A. Many records are available on the City's website at www.ci.chehalis.wa.us. Requestors are encouraged to view the documents available on the web site prior to submitting a records request.

B. Public records are generally available for inspection and copying during normal business hours of Monday through Friday, 8 am to 5 pm, excluding legal holidays. Records must be inspected at a City office. Requestors are prohibited from removing records from City offices.

C. The City will maintain its records in a reasonably organized manner, and take reasonable actions to protect records from damage and disorganization.

Section 1.14.090. Making Request for Public Records.

A. While requestors are not required to specifically name the Public Records Act, they must give reasonable notice that the request is being made pursuant to the act.

B. Requestors must request identifiable records or classes of records that the City can reasonably locate even though they are not required to specifically state the exact record sought. For example, using inexact phrases such as “relating to” a topic (such as “all records relating to the property tax increase”) will need clarification from the requestor to determine what records fairly and directly address the topic.

C. Any person wishing to inspect or request public records of the City shall make the request in writing on the City’s request form. A form is available for use by requestors at the office of the public records officer and on-line at <http://ci.chehalis.wa.us/forms/cityclerk>. Requests may be made in person, by mail, by fax, or by email to the designated records officer set forth in 1.14.070. Email requests must include the following information:

1. Name of requestor;
 2. Date of request;
 3. Phone, mailing address, and email address of requestor;
 4. Adequate identification of the public records being requested (e.g., title/dates, if known);
 5. Location (department) of the requested records, if known;
 6. Whether the requestor intends to inspect the records or obtain copies of the records;
- and
7. Method by which the City should contact requestor.

D. City staff will request that a Public Records Request Form be completed. The Public Records Request Form is available at <http://ci.chehalis.wa.us/forms/cityclerk>. However, if the request is by telephone or the requestor is in need of assistance, responding staff will confirm receipt of the information and the substance of the request in writing by entering the request information into the City’s tracking system on the requestor’s behalf.

E. If the record(s) requested is not easily identified, may be kept by multiple departments, or the requestor is unsure of where to file the request, the requestor should direct the request to the City Clerk’s Office.

F. Affected staff will be advised by records coordinators to retain possession of records covered by public records requests, including any records that may be scheduled for destruction. City staff may not destroy or otherwise delete covered records until the request is fulfilled.

G. A requestor is not typically required to state the purpose of the request. However, in instances where additional information is required by law or in an effort to clarify or prioritize a request and provide responsive records, the public records officer or designee may inquire about the nature or scope of the request.

H. The City may deny a bot request that is one of multiple requests from the requestor to the City within a twenty-four hour period, if the City establishes that responding to the multiple requests would cause excessive interference with other essential functions of the City. A “bot request” is a request for public records that the City believes was automatically generated by a computer program or script.

Section 1.14.100. Processing Public Records Requests. The public records officer or designee will process requests promptly in the order allowing the most requests to be processed in the most efficient manner.

A. Within five business days of receipt of the request (day one is the first working day after the request is received), the public records officer or designee will do one or more of the following:

1. Provide the records;
2. Provide the records for inspection and copying;
3. Provide an internet address/link to the City website where the records can be accessed. Requestors who cannot access the internet must be provided copies of the record or allowed to view the record on a City computer;
4. Acknowledge receipt of the request and provide a reasonable estimate of time when the records will be available;
5. Acknowledge receipt of the request and ask for clarification if the request is unclear, and provide, to the greatest extent possible, a reasonable estimate of time to respond to the request if it is not clarified.
6. Deny the request. The City will provide a written statement of the specific reason for a denial of public records.

A. If the City does not respond in writing within five business days of receipt of the request for disclosure, the requestor should consider contacting the public records officer to determine the reason for the failure to respond.

B. In the event that the requested records contain information that may affect rights of others and/or may be exempt from disclosure, the public records officer may, prior to providing the records, give notice to those persons. Such notice should be given to make it possible for those receiving the notice to seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will typically include a copy of the request.

C. Some records are exempt from disclosure, in whole or in part. If the City believes that a record or portion of a record is exempt from disclosure and should be withheld, the public records officer or designee will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld.

Section 1.14.110. Inspection of Public Records.

A. The City will provide space for persons to inspect public records. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requestor shall indicate which documents he or she would like copied.

B. Requestors wishing to inspect electronic records will first be directed to an internet address where the records can be accessed, if available. Records may be provided electronically or on a storage device. If the requestor cannot access records in these ways, the City will provide hard copies or allow the requestor to view copies on a City computer.

C. The requestor must make arrangements to claim or review the assembled records within thirty days of notification that the records are available for inspection or copying.

D. If the requestor fails to claim or review the records within the thirty-day period or make other arrangements, the City may close the request and re-file the assembled records. In the event the requestor submits a new request for the same or almost identical records, the process will begin anew.

Section 1.14.120. Providing Copies of Public Records. After inspection is complete, the public records officer or designee shall make the requested copies or arrange for copying. The requestor shall pay any applicable deposit prior to copies being made. Full payment for copies must be received prior to delivery of the requested copies.

Section 1.14.130. Providing Records in Installments.

A. When the request is for a large number of records or when a portion of responsive records is more readily available than others, the public records officer or designee may provide access for inspection and copying in installments if he or she reasonably determines that it would be practical to provide the records in that way.

B. If, within thirty days, the requestor fails to inspect the available installments, the public records officer may discontinue his/her search for the remaining records and close the request.

Section 1.14.140. Completion of Response to Inspect Public Records. When the search for requested records is complete and all requested records are provided for inspection, the public records officer or designee will indicate that the City has completed a reasonable search for the requested records and made any located, nonexempt records available for inspection.

Section 1.14.150. Closing withdrawn or abandoned requests. When the requestor either withdraws the request or fails to fulfill his or her obligation to timely inspect the records or fails to pay the required amount due for requested copies, the public records officer will close the request and indicate to the requestor that the City has closed the request.

Section 1.14.160. Later Discovered Documents. If, after the City has informed the requestor that it has provided responsive records, the City becomes aware of additional responsive documents existing at the time of the request, it will promptly inform the requestor of the additional documents and provide them as soon as possible. However, a public records request is not continuing in nature. If a requestor desires additional records created or obtained by the City after the date of the original request, the requestor must submit a new request.

Section 1.14.170. Completion of Request. The City's response to a request shall be deemed completed upon the requestor's inspection of the records or upon notification that copies of all the requested records are available for payment and delivery or pick up, or that no responsive records exist.

Section 1.14.180. No Duty to Create New Records. The City is not obligated to create new records to satisfy a records request; however, the City may, at its discretion, create such new records to fulfill the request where the City deems that method of response more expedient.

Section 1.14.190. Process of Public Records Request – Electronic Records.

A. The process for requesting electronic records is the same as for requesting public records in paper copy.

B. When a requestor seeks records in an electronic format, the public records officer will provide the nonexempt records or portions of such records that are reasonably locatable in an electronic format that is used by the city and is generally commercially available, or in a format that is reasonably translatable from the format in which the city keeps the record.

C. Electronic mail (e-mail) is an informational transfer system which uses computers for sending and receiving messages. Email messages are public records when they are prepared, owned, used, or retained by the City and relate to the conduct of government or performance of any governmental or proprietary function.

Section 1.14.200. Exemptions.

A. The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any "other statute" exempts or prohibits disclosure. Requestors should take note that there are many exemptions contained outside of the Public Records Act that may restrict the availability for inspection or release of some documents. Many such exemptions are listed under Chehalis Municipal Code 1.14.230. This list is for informational purposes only and failure to list an exemption shall not affect the efficacy of any exemption.

B. The City is prohibited by statute from disclosing lists of individuals for commercial purposes.

Section 1.14.210. Costs of Providing Copies of Public Records.

A. The city finds that calculating the actual costs it charges for providing records would be unduly burdensome and therefore adopts the following charges for copying public records.

1. Copying Records. There will be no charge for the first one hundred (100) pages for photocopies of public records, or printed copies of electronic public records. Fifteen cents per page will be charged if the request exceeds 100 pages (i.e., 101 pages will cost \$15.15).

2. Scanning Records. There will be no charge for the first one hundred (100) pages for public records scanned into an electronic format. Ten cents per page will be charged if the requests exceeds 100 pages (i.e., 101 pages will cost \$10.10).

3. Waived Fees. The following charges shall be waived:

- a. For victims or persons involved in an incident pertaining to police records; and
- b. The uploading and/or transmission of scanned records.

4. Storage Media, Supplies, Postage. The city may charge for the actual costs of any digital storage media or device, any container or envelope, and/or any postage or delivery charges.

5. Outside Copying Services. If, at the city's discretion, materials need to be copied by an outside source, the requestor will be charged the actual amount invoiced to the city by the copying vendor.

6. Customized Access. The city may include a customized service charge if a request requires the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such services are not used by the city for other city purposes. Said charge may reimburse the city up to the actual cost of providing the services in this section. The city may not assess said charge unless a requestor has been notified that said charge is to be applied to the request, including an explanation of why said charge applies, a description of the specific expertise, a reasonable estimate cost of the charge, and provide the requestor the opportunity to amend his or her request in order to avoid or reduce the cost of a customized service charge.

B. The charges in this section may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request.

C. A requestor may ask the city to provide, and if requested, the city shall, provide a summary of the applicable charges before any copies are made. The requestor may revise the request to reduce the number of copies to be made and reduce the applicable charges.

D. In the event a request is estimated to exceed \$50.00, the city may require a deposit in an amount not to exceed ten percent of the estimated cost of providing copies for a request, including a customized service charge. If the city makes a request available on a partial or

installment basis, the city may charge for each part of the request as it is provided. If an installment of a records request is not claimed or reviewed, the agency is not obligated to fulfill the balance of the request.

E. No fee shall be charged for the inspection of public records, locating public documents and making them available for copying, or for access to or downloading of records that are available on the city's website, unless the requestor specifically requests that the city provide copies of such records through other means.

F. Payments may be made by cash, check, or money order payable to the City of Chehalis.

Section 1.14.220. Review of Denials of Public Records.

A. Any person who objects to the initial denial or partial denial of a records request may petition in writing to the public records officer for a review of that decision. The petition must include a copy of or shall reasonably identify the written statement by the public records officer or designee denying the request.

B. The public records officer or designee will immediately consider the petition and either affirm or reverse the denial within two business days following the public records officer's receipt of the petition, or within such time as the City and the requestor mutually agree.

Section 1.14.230. Appendices.

A. List of Exemptions. This list is for informational purposes only and failure to list an exemption shall not affect the efficacy of any exemption.

Exemptions Under Chapter 42.56 RCW:

<u>RCW</u>	<u>Title</u>
<u>42.56.230</u>	Personal Information
<u>42.56.240</u>	Investigative, law enforcement, crime victims
<u>42.56.250</u>	Employment and licensing
<u>42.56.260</u>	Real estate transactions
<u>42.56.270</u>	Financial, commercial, proprietary information
<u>42.56.280</u>	Preliminary drafts, notes, recommendations, intra-agency memorandums
<u>42.56.290</u>	Agency party to controversy
<u>42.56.300</u>	Archeological sites
<u>42.56.310</u>	Library records
<u>42.56.320</u>	Educational information
<u>42.56.330</u>	Public utilities and transportation
<u>42.56.335</u>	Public utility districts/municipally owned electrical utilities – Restrictions on access by law enforcement
<u>42.56.340</u>	Timeshare, condominium, etc., owner lists
<u>42.56.350</u>	Health professionals
<u>42.56.355</u>	Interstate medical licensure compact
<u>42.56.360</u>	Health care
<u>42.56.370</u>	Client records of domestic violence program/community sexual assault programs, services for

	underserved populations
<u>42.56.380</u>	Agriculture and livestock
<u>42.56.390</u>	Emergency or transitional housing
<u>42.56.400</u>	Insurance and financial institutions
<u>42.56.403</u>	Property and casualty insurance statements of actuarial opinion
<u>42.56.410</u>	Employment security department records
<u>42.56.420</u>	Security
<u>42.56.430</u>	Fish and wildlife
<u>42.56.440</u>	Veterans' discharge papers--Exceptions
<u>42.56.450</u>	Check cashers and sellers licensing applications
<u>42.56.460</u>	Fireworks
<u>42.56.470</u>	Correctional industries workers

Exemptions Outside the Public Records Act:

<u>RCW 2.64.111</u>	Documents regarding discipline/retirement of judges
<u>RCW 2.64.113</u>	Confidentiality - violations
<u>RCW 4.24.550</u>	Information on sex offenders to public
<u>RCW 5.60.060</u>	Privileged communications
<u>RCW 5.60.070</u>	Court-ordered mediation records
<u>RCW 7.68.140</u>	Victims' compensation claims
<u>RCW 7.69A.030(4)</u>	Child victims and witnesses – protection of identity
<u>RCW 7.69A.050</u>	Rights of child victims and witnesses – addresses
<u>RCW 7.75.050</u>	Records of Dispute Resolution Centers
<u>RCW 9.51.050</u>	Disclosing transaction of grand jury
<u>RCW 9.51.060</u>	Disclosure of grand jury deposition
<u>RCW 9.02.100</u>	Reproductive privacy
<u>RCW 9A.82.170</u>	Financial institution records – wrongful disclosure
<u>RCW 10.27.090</u>	Grand jury testimony/evidence
<u>RCW 10.27.160</u>	Grand jury reports – release to public only by judicial order
<u>RCW 10.29.030</u>	Organized crime special inquiry judge
<u>RCW 10.29.090</u>	Records of special inquiry judge proceedings
<u>RCW 10.52.100</u>	Records identifying child victim of sexual assault
<u>RCW 10.77.210</u>	Records of persons committed for criminal insanity
<u>RCW 10.97.040</u>	Criminal history information released must include disposition
<u>RCW 10.97.050</u>	Conviction and criminal history information
<u>RCW 10.97.060</u>	Deletion of certain criminal history record information, conditions
<u>RCW 10.97.070</u>	Disclosure of identity of suspect to victim
<u>RCW 10.97.080</u>	Inspection of criminal record by subject
<u>RCW 13.32A.090</u>	Crisis residential centers notice to parent about child
<u>RCW 13.34.115</u>	Court dependency proceedings
<u>RCW 13.40.217</u>	Juveniles adjudicated of sex offenses – release of information
<u>RCW 13.50.010</u>	Maintenance of and access to juvenile records
<u>RCW 13.50.050</u>	Juvenile offenders
<u>RCW 13.50.100</u>	Juvenile/children records not relating to offenses
<u>RCW 13.60.020</u>	Missing children information

<u>RCW 13.70.090</u>	Citizen juvenile review board – confidentiality
<u>RCW 18.04.405</u>	Confidentiality of information gained by CPA
<u>RCW 18.19.060</u>	Notification to clients by counselors
<u>RCW 18.19.180</u>	Confidential communications with counselors
<u>RCW 19.215.020</u>	Destruction of personal health and financial information
<u>RCW 19.34.240(3)</u>	Private digital signature keys
<u>RCW 19.215.030</u>	Compliance with federal rules
<u>RCW 26.04.175</u>	Name and address of domestic violence victim in marriage records
<u>RCW 26.12.170</u>	Reports of child abuse/neglect with courts
<u>RCW 26.23.050</u>	Child support orders
<u>RCW 26.23.120</u>	Child support records
<u>RCW 26.26.041</u>	Uniform Parentage Act – protection of participants
<u>RCW 26.26.450</u>	Confidentiality of genetic testing
<u>RCW 26.33.330</u>	Sealed court adoption records
<u>RCW 26.33.340</u>	Agency adoption records
<u>RCW 26.33.343</u>	Access to adoption records by confidential intermediary
<u>RCW 26.33.345</u>	Release of name of court for adoption or relinquishment
<u>RCW 26.33.380</u>	Adoption – identity of birth parents confidential
<u>RCW 26.44.010</u>	Privacy of reports on child abuse and neglect
<u>RCW 26.44.020(19)</u>	Unfounded allegations of child abuse or neglect
<u>RCW 26.44.030</u>	Reports of child abuse/neglect
<u>RCW 26.44.125</u>	Right to review and amend abuse finding – confidentiality
<u>RCW 27.53.070</u>	Records identifying the location of archaeological sites
<u>RCW 29A.08.720</u>	Voter registration records – place of registration confidential
<u>RCW 29A.08.710</u>	Voter registration records – certain information exempt
<u>Chapter 40.14 RCW</u>	Preservation and destruction of public records
<u>RCW 42.23.070(4)</u>	Municipal officer disclosure of confidential information prohibited
<u>RCW 42.41.030(7)</u>	Identity of local government whistleblower
<u>RCW 42.41.045</u>	Non-disclosure of protected information (whistleblower)
<u>RCW 46.52.080</u>	Traffic accident reports – confidentiality
<u>RCW 46.52.083</u>	Traffic accident reports – available to interested parties
<u>RCW 46.52.120</u>	Traffic crimes and infractions – confidential use by police and courts
<u>RCW 46.52.130(2)</u>	Abstract of driving record
<u>RCW 48.62.101</u>	Local government insurance transactions – access to information
<u>RCW 50.13.060</u>	Access to employment security records by local government agencies
<u>RCW 50.13.100</u>	Disclosure of non-identifiable information or with consent
<u>RCW 51.28.070</u>	Workers' compensation records
<u>RCW 51.36.060</u>	Physician information on injured workers
<u>RCW 60.70.040</u>	No duty to disclose record of common law lien
<u>RCW 68.50.105</u>	Autopsy reports
<u>RCW 68.50.320</u>	Dental identification records – available to law enforcement agencies
<u>Chapter 70.02 RCW</u>	Medical records – access and disclosure – entire chapter (HC providers)
<u>RCW 70.05.170</u>	Child mortality reviews by local health departments
<u>RCW 70.24.022</u>	Public health agency information regarding sexually transmitted disease investigations - confidential
<u>RCW 70.24.024</u>	Transcripts and records of hearings regarding sexually transmitted diseases

<u>RCW 70.24.105</u>	HIV/STD records
<u>RCW 70.28.020</u>	Local health department TB records – confidential
<u>RCW 70.48.100</u>	Jail records and booking photos
<u>RCW 70.58.055</u>	Birth certificates – certain information confidential
<u>RCW 70.58.104</u>	Vital records, research confidentiality safeguards
<u>RCW 70.96A.150</u>	Alcohol and drug abuse treatment programs
<u>RCW 70.123.075</u>	Client records of domestic violence programs
<u>RCW 70.125.065</u>	Records of rape crisis centers in discovery
<u>RCW 71.05.390</u>	Information about mental health consumers
<u>Ch. 70.02 RCW</u>	Applies to mental health records
<u>RCW 71.05.425</u>	Notice of release or transfer of committed person after offense dismissal
<u>RCW 71.05.427</u>	Information that can be released
<u>RCW 71.05.440</u>	Penalties for unauthorized release of information
<u>RCW 71.05.445</u>	Release of mental health information to Dept. of Corrections
<u>RCW 71.05.620</u>	Authorization requirements and access to court records
<u>RCW 71.05.630</u>	Release of mental health treatment records
<u>RCW 71.05.640</u>	Access to treatment records
<u>RCW 71.24.035(5)(g)</u>	Mental health information system – state, county, regional support networks – confidentiality of client records
<u>RCW 71.34.340</u>	Mental health treatment of minors – records confidential
<u>RCW 71.34.335</u>	Court records for minors related to mental health treatment
<u>RCW 71.34.345</u>	Release of mental health services information
<u>RCW 71A.14.070</u>	Records regarding developmental disability – confidentiality
<u>RCW 72.09.345</u>	Notice to public about sex offenders
<u>RCW 72.09.585(3)</u>	Disclosure of inmate records to local agencies – confidentiality
<u>RCW 74.04.060</u>	Applicants and recipients of public assistance
<u>RCW 74.04.520</u>	Food stamp program confidentiality
<u>RCW 74.09.900</u>	Medical assistance
<u>RCW 74.13.121</u>	Financial information of adoptive parents
<u>RCW 74.13.280</u>	Children in out-of-home placements - confidentiality
<u>RCW 74.20.280</u>	Child support enforcement – local agency cooperation, information
<u>RCW 74.34.095</u>	Abuse of vulnerable adults - confidentiality of investigations and reports
<u>RCW 82.32.330</u>	Disclosure of tax information
<u>RCW 84.36.389</u>	Confidential income data in property tax records held by assessor
<u>RCW 84.40.020</u>	Confidential income data supplied to assessor regarding real property

Selected Federal Confidentiality Statutes and Rules:

<u>20 USC § 1232g</u>	Family Education Rights and Privacy Act
<u>42 USC 290dd-2</u>	Confidentiality of Substance Abuse Records
<u>42 USC 405(c)(2)(vii)(I)</u>	Limits on Use and Disclosure of Social Security Numbers
<u>42 USC 654(26)</u>	State Plans for Child Support
<u>42 USC 671(a)(8)</u>	State Plans for Foster Care and Adoption Assistance
<u>42 USC 1396a(7)</u>	State Plans for Medical Assistance
<u>7 CFR 272.1(c)</u>	Food Stamp Applicants and Recipients

<u>34 CFR 361.38</u>	State Vocational Rehabilitation Services Programs
<u>42 CFR Part 2 (2.1 - 2.67)</u>	Confidentiality of Alcohol and Drug Abuse Patient Records
<u>42 CFR 431.300 - 307</u>	Safeguarding Information on Applicants and Recipients of Medical Assistance
<u>42 CFR 483.420</u>	Client Protections for Intermediate Care Facilities for the Mentally Retarded
<u>42 CFR 5106a(b)(2)(A)</u>	Grants to States for Child Abuse and Neglect Prevention and Treatment Programs
<u>45 CFR 160-164</u>	HIPAA Privacy Rule

Section 1.14.240. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 1.14.250. Effective Date. This ordinance shall be in full force and effective five days after publication as required by law.

PASSED by the City Council of the City of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting there of this _____ of _____, 2018.

Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director

MEETING OF: July 23, 2018

SUBJECT: Financial Reports Second Quarter Ended June 30, 2018

DISCUSSION

This item has been scheduled to provide the financial reports for the second quarter ended 6/30/2018 (January through June).

EXECUTIVE SUMMARY

This document provides a summary review of the City financial activity for the second quarter ended 6/30/2018 (January through June). The report has been formatted to be consistent with the adopted budget for ease of comparison and review of information. The first set of reports provides a summary review of all City funds with their beginning fund balance, total revenues and transfers in, total expenditures and transfers out, ending fund balances, and changes in fund balances during the year. The second set of reports provides two-year comparative financial reports for revenues and expenditures for the General Fund and the major enterprise funds.

A 50.0% (6 of 12 months) is used as the target percentage (%) for comparing the actual year-to-date outcome to the 2018 approved budget.

ALL FUNDS, CITY-WIDE OVERVIEW

At the end of June 2018, on a city-wide basis, the city received 51.6% of the 2018 revenue budget (including other funding sources and non-revenues) and expensed 42.7% of the total 2018 appropriations (including transfers out and other use of resources).

While most monthly recurring operating expenditures are within normal budget projections, capital expenditures are at about 25% of the 2018 budgeted amount.

At the end of June, the total city-wide revenues exceeded total expenditures by \$1,970,006, and increased the ending fund balance by the same amount (an 11% increase from the beginning of the year).

For most funds, the ending fund balance (cash and investment) increased from the beginning balance, with the following exceptions:

At the end of June, there are three (3) funds showing their ending fund balances decreased from the beginning fund balances, which means total expenditures exceeded total revenues.

The General Fund's ending fund balance shows \$217,641 decrease from the beginning fund balance. This is explained in detail in the General Fund overview section below.

The Community Development Block Grant (CDBG) Fund shows \$701 decrease in fund balance. A loan repayment of \$286 was received and an unanticipated legal service cost in the amount of \$987 was incurred. This fund also has a negative fund balance as of June 30, 2018. This will be corrected with the next 2018 budget amendment. As of June 30, 2018, the total outstanding CDBG loan balance due to the City from the loans issued over the years for rehabilitation projects is \$104,700.

The First Quarter REET Fund shows \$91,557 decrease in fund balance. Total revenues received through the end of June 2018 was \$53,028: \$52,285 REET and \$743 interest earnings. A total of \$144,585 was transferred out to other funds: \$4,585 to the Debt Service Fund and \$140,000 to the Public Facilities Reserve Fund for the library roof repair project and for the fire station improvement project.

The Second Quarter REET Fund shows \$131,240 decrease in fund balance. Total revenues received through the end of June 2018 was \$53,345: \$52,285 REET and \$1,060 interest earnings. A total of \$184,585 was transferred out to other funds: \$4,585 to the Debt Service Fund and \$180,000 to the Public Facilities Reserve Fund for the library roof repair project and for various capital improvement projects at Recreation Park.

BOTTOM LINE

The City operated within the budget parameters, and overall revenues and expenditures are within parameters for budget projections.

GENERAL FUND OVERVIEW

As previously reported, the 2018 amended budget includes use of beginning fund balance in the amount of \$1,007,119. The use of the beginning fund balance was for the following appropriations:

- \$223,871 for one-time expenditures
- \$270,440 carryforward of 2017 unspent appropriations relating to police and fire collective bargaining agreements and fire station capital improvement
- \$186,893 new appropriations for increased expenditures
- \$185,732 transfer to the Compensated Absences Reserve and Automotive and Equipment Reserve Funds.

In addition, a \$140,183 revenue budget reduction for property tax revenue projection, net of other revenues is also reflected in the use of the beginning fund balance.

At the end of second quarter, the general fund expenditures and transfers out exceeded the revenues and other receipts by \$217,641 (21.6% of the 2018 budget). This is \$218,918 lower than the 50% target amount. About 95.8% (\$209,655) of this variance is attributable to the activities of the non-departmental department. Additional information is provided in the General Fund Expenditures and Transfers Out section in this report.

Total revenues and other receipts are 51.3% of the 2018 budget and the expenditures and transfers out are 48.4% of the 2018 budget.

General Fund Revenues:

Tax revenues make up about 89.2% of total general fund revenues. Total tax revenues through the end of June 2018 are \$4,250,223 (52.3% of the 2018 budget). This is \$190,475 above the target amount and \$229,111 (or 5.7%) increase from this time last year.

Property Tax revenues are \$902,760 (55.1% of the 2018 budget). This is about \$83,149 above the target amount and \$5,885 increase from this time last year.

Sales and Use Tax revenues are \$2,464,554 (51.9% of the 2018 budget). This is \$88,489 above the target amount and \$263,275 (or 12.0%) increase from this time last year. About \$123,798 (47.0%) of this increase is from construction and construction related activities (highway & bridge and commercial & institutional building constructions), which is considered one-time nature, and the sales tax will likely drop once the constructions are over. June 2018 Consumer Price Index (CPI) for Seattle-Tacoma-Bremerton area went up 3.6 percent from a year ago, which is one of the contributing factors for the increase.

Utility Tax revenues are \$855,672 (51.0% of the 2018 budget). This is \$16,711 above the target amount. Water & sewer, electricity, and solid waste utility taxes collectively are 53.4% of the 2018 budget, whereas gas, cable, and telephone utility taxes collectively are 43.8% of the 2018 budget.

Intergovernmental revenues are 43.1% of the 2018 budget and \$15,732 below the target amount. The PUD privilege tax is the key factor for the low %. This category includes grants and state shared revenues including entitlements, impact fees and PUD privilege tax. Total shared revenues, other than the PUD tax, are 62.5% of the 2018 budget. The PUD privilege tax revenue is budgeted for \$70,775 and is due July each year.

Charges for goods and services revenues are 31.1% of the 2018 budget, which is about \$65,954 below the target amount. This category includes charge for fire and police services, plan check review fees, and parks & recreation program fees. Charges for fire and police services are 29.5% of the 2018 budget, mainly due to the annual fire protection service fee for Green Hill is due in July. Plan check fees revenues are 23.4% of the 2018 budget. Parks and recreation fees make up

55% of the budget in this category. Parks and recreation program revenues are 31.1% of the 2018 budget. This revenue is expected to pick up during the summer months.

General Fund Expenditures and Transfers Out

Adopted appropriations and required transfers are budgeted at \$10,293,933, including \$9,469,446 for operating appropriations and \$824,487 for capital outlays, debt service, custodial activities, and transfers out.

At the end of June 2018, total expenditures and other decreases in fund resources are \$4,982,732 (48.4% of the 2018 budget).

Most departments operated within the budget parameters. Exceptions are:

Police department expenditures (excluding capital expenditures) are 51.4% of the 2018 budget and \$44,440 above the 50% target. This is due to certain budgeted expenditures are substantially spent during the first two quarters, including small tools and insurance.

Fire department expenditures (excluding capital expenditures) are 53.3% of the 2018 budget and \$68,582 above the 50% target. About \$66,000 (64%) of this variance is from payroll benefits expenditures for city contributions to employees' Health Savings Account (HSA) through June. It was determined that \$77,650 city contributions to employee's Health Savings Account (HSA) was omitted from the 2018 adopted budget inadvertently. This will be included in the next 2018 budget amendment. The remaining variance is contributable to certain budgeted expenditures (i.e. small tools, uniforms, insurance, professional services, etc.) are substantially spent during the first two quarters.

Non-Departmental department expenditures (excluding transfers out) are 15.7% of the 2018 budget. This is \$209,655 below the 50% target. The following are the key factors for this variance. A \$161,609 is budgeted in a suspense account to address the possible impact associated with the International Association of Fire Fighters collective bargaining agreement. The negotiation is still in process as of 6/30/2018. A \$50,000 contribution to the Main Street Tax Program is budgeted, but we have not made the contribution yet. A various professional services costs are budgeted (i.e. audit fees, voter registrations, IT services, phone services, etc.) in an aggregate amount of \$171,000, but only \$6,934 (4.1% of the 20158 budget) was expensed through the end June. We will monitor the activities of these budget line items closely and make appropriate adjustments with the next 2018 budget amendment.

City Council, City Manager, City Clerk, Human Resources, and Finance expenditures are below the 50 % target. One of the contributing factors is the contra expenses (costs allocation to other funds, thus reducing the department's expenditures). Total 2018 budget for contra expenses are \$347,543, and at the end of June, total contra expenses are \$214,250 (61.7% of the 2018 budget). Contra expense allocations will fluctuate throughout the year, because of fluctuations of various allocation factors (i.e. council agenda items, FTEs, and actual revenue receipts and

vouchers processed, etc.) A budget adjustment will be made in the next 2018 budget amendment.

ENTERPRISE FUNDS

Wastewater Fund

Operating revenues through the end of June are \$2,788,894 (50.4% of the 2018 budget). However, wastewater sales revenue is 48.7% of the 2018 budget. This is about \$63,000 below the 50% target amount.

Total operating expenditures are 48.4% of the 2018 budget.

Debt service expenditures are 50.1% of the 2018 budget. Capital outlay expenditures are 5.9% of the 2018 budget.

Water Fund

Operating revenues through the end of June are \$1,352,924 (47.3% of the 2018 budget). However, water sales revenue is 47.0 % of the 2018 budget. This is about \$77,538 below the target amount.

Operating expenditures are 42.7% of the 2018 budget. Debt service expenditures are 3.6% of the 2018 budget. Capital outlay expenditures are 11.9% of the 2018 budget.

Storm and Surface Water Fund

Operating revenues through the end of June are \$334,690 (57.9% of the 2018 budget).

Operating expenditures are 48.7 % of the 2018 budget.

Airport Fund

Operating revenues through the end of June are \$954,986 (50.0% of the 2018 budget). However, fuel sales revenues are 43.8% of the 2018 budget. This is \$29,982 lower than the 50% target amount.

Operating expenditures are 47.1% of the 2018 budget.

FISCAL IMPACT

As shown.

RECOMMENDATION

It is recommended that the City Council review this information and let staff know if there are any questions.

SUGGESTED MOTION

N/A

City of Chehalis



Second Quarter Council Financial Report

For the Period Ended
June 30, 2018
(January through June)

The City of Chehalis, Washington

City of Chehalis
Second Quarter Financial Statements - All Funds
June 30, 2018

	General Fund #001		% to Budget	Dedicated Str Fund #003		% to Budget	Bidg Abatement #104		% to Budget	Aerial Str Fund #102		% to Budget	TBD Fund #103		% to Budget
	Budget	YTD Actual		Budget	Actual		Budget	Actual		Budget	Actual		Budget	Actual	
Beginning Fund Balance	2,041,941	2,042,442		117,842	117,842		90,313	90,313		114,125	114,125		360,055	360,055	
Revs. & Transfers In	9,286,814	4,765,091	51.3%	185,125	96,193	52.0%	9,796	466	4.8%	149,500	79,413	53.5%	850,600	562,841	66.2%
Exps. & Transfers Out	(10,299,933)	(4,982,732)	48.4%	(180,940)	(62,566)	34.6%	0	0	0.0%	(160,060)	(35,899)	22.4%	(500,000)	(1,068)	0.2%
Ending Fund Balance	1,034,822	1,824,801		122,027	151,469		100,109	90,779		102,565	157,639		710,655	921,828	
Changes in Fund Balance	(1,007,119)	(217,641)	21.6%	33,627	466					43,514			561,773		
	Tourism Fund #07		% to Budget	Comps Abs Fund #110		% to Budget	CBSG Fund #195		% to Budget	HUD BG Fund #197		% to Budget	2011 G.O. Bond #200		% to Budget
	Budget	Actual		Budget	Actual		Budget	Actual		Budget	Actual		Budget	Actual	
Beginning Fund Balance	313,086	313,086		0	0		111	111		70,943	70,943		0	0	
Revs. & Transfers In	233,800	105,684	45.2%	92,868	92,988	100.1%	10,000	286	2.9%	100	14,531	#####	102,510	13,755	13.4%
Exps. & Transfers Out	(317,835)	(92,506)	29.1%	0	0	0.0%	(75)	(987)	1316.0%	0	0	0.0%	(102,510)	(13,753)	13.4%
Ending Fund Balance	229,051	326,264		92,868	92,988		10,036	(590)		71,043	85,474		0	2	
Changes in Fund Balance		13,178			92,988		(701)			14,531			2	2	
	Public Fac Reserve #301		% to Budget	Auto/Eq Reserve #302		% to Budget	1st QTR REET Fund #305		% to Budget	2nd QTR REET Fund #306		% to Budget	Garbage Fund #402		% to Budget
	Budget	Actual		Budget	Actual		Budget	Actual		Budget	Actual		Budget	Actual	
Beginning Fund Balance	90,185	90,185		463	463		176,107	176,107		264,738	264,738		7,024	7,024	
Revs. & Transfers In	844,233	633,402	75.0%	92,868	92,990	0.0%	90,700	53,028	58.5%	90,650	53,345	58.8%	6,445	6,292	97.6%
Exps. & Transfers Out	(745,145)	(345,950)	46.4%	0	0	0.0%	(242,865)	(144,585)	59.5%	(313,675)	(184,585)	58.8%	(6,005)	(2,285)	38.1%
Ending Fund Balance	189,273	377,637		93,331	93,453		23,942	84,550		41,713	133,498		7,464	11,031	
Changes in Fund Balance		287,452			92,990		(91,577)			(131,240)			4,007		
	Wastewater Fund #404		% to Budget	Water Fund #405		% to Budget	Storm/Surface Wtr #406		% to Budget	Airport Fund #407		% to Budget	Firemen's Pension #611		% to Budget
	Budget	Actual		Budget	Actual		Budget	Actual		Budget	Actual		Budget	Actual	
Beginning Fund Balance	4,822,426	4,833,519		7,192,608	7,093,160		1,100,553	1,098,223		371,625	371,625		729,330	729,330	
Revs. & Transfers In	5,529,897	2,789,460	50.4%	2,861,884	1,355,652	47.4%	578,130	334,711	57.9%	2,090,259	1,044,355	50.0%	177,478	105,808	59.6%
Exps. & Transfers Out	(5,156,205)	(2,449,328)	47.5%	(2,899,861)	(1,014,228)	35.0%	(698,190)	(241,861)	34.6%	(1,903,632)	(641,918)	33.7%	(78,500)	(17,021)	21.7%
Ending Fund Balance	5,196,118	5,173,651		7,154,631	7,434,584		7,154,631	7,434,584		558,252	774,062		828,308	818,117	
Changes in Fund Balance		340,132			341,424		980,493	1,191,073		402,437			88,787		
ALL FUNDS TOTALS															
Beginning Fund Balance	17,874,365	17,784,181		17,874,365	17,784,181		17,874,365	17,784,181		17,874,365	17,784,181		17,874,365	17,784,181	
Revs. & Transfers In	360,000	0	0.0%	23,642,657	12,200,291	51.6%	23,642,657	12,200,291	51.6%	23,642,657	12,200,291	51.6%	23,642,657	12,200,291	51.6%
Exps. & Transfers Out	(360,000)	0	0.0%	(23,959,081)	(10,230,285)	42.7%	(23,959,081)	(10,230,285)	42.7%	(23,959,081)	(10,230,285)	42.7%	(23,959,081)	(10,230,285)	42.7%
Ending Fund Balance	10,890	10,890		316,374	1,970,006		316,374	1,970,006		316,374	1,970,006		316,374	1,970,006	
Changes in Fund Balance	0	0													

Note: In some instances, ending fund balances include non-cash components, such as prepaid insurance and inventory. Resulting variances are considered immaterial.

To: The Honorable Mayor and Council
 Via: Tracie J Anderson, City Manager
 From: Chun Saul, Finance Director
 Prepared by: Betty Brooks, Payroll Accountant
 Date: 7/13/2018
 Subject: Monthly Financial Reports for Period Ended June 2018

City of Chehalis
 Comparative Financial Reports
 June 2018 and 2017

	A		B		C=B/A		D		E		F=E/D		G		H		H^		J=E-B
	2017	2017	2017	YTD Actual	2017 YTD	2018	2018	Budget	YTD Actual	2018	2018 YTD	% to Budget	2018 YTD	2018 YTD	Target % *	2018 YTD	2018 YTD	Variance	2017-2018
	Budget	YTD Actual	% to Budget		% to Budget	Budget	YTD Actual						Target	Amount		from	Target	YTD Incr	
GENERAL FUND (#001)																			
ADDITIONS																			
Tax Revenues:																			
Property Taxes ⁽¹⁾	1,792,460	896,875	50.0%	1,639,220	902,760	55.1%	819,611	83,149	5,885										
Sales and Use Taxes ⁽²⁾	4,180,791	2,201,279	52.7%	4,752,128	2,464,554	51.9%	2,376,065	88,489	263,275										
Utility Taxes	1,656,731	897,208	54.2%	1,677,920	855,672	51.0%	838,961	16,711	(41,536)										
Other Taxes	43,050	25,750	59.8%	50,222	27,237	54.2%	25,111	2,126	1,487										
Total Tax Revenues	7,673,032	4,021,112	52.4%	8,119,490	4,250,223	52.3%	4,059,748	190,475	229,111										
Non-Tax Revenues:																			
Licenses and Permits	210,550	108,123	51.4%	180,835	76,988	42.6%	90,418	(13,430)	(31,135)										
Intergovernmental Revenues	183,706	577,310	314.3%	227,774	98,156	43.1%	113,888	(15,732)	(479,154)										
Charges for Goods and Services	326,265	129,348	39.6%	349,705	108,899	31.1%	174,853	(65,954)	(20,449)										
Fines and Forfeitures	144,770	57,206	39.5%	140,685	60,856	43.3%	70,343	(9,487)	3,650										
Other Revenues	127,475	77,533	60.8%	145,435	105,004	72.2%	72,718	32,286	27,471										
Total Non-Tax Revenues	992,766	949,520	95.6%	1,044,434	449,903	43.1%	522,220	(72,317)	(499,617)										
Other Increase in Fund Resources:																			
Custodial Receipts	148,351	49,238	33.2%	113,306	49,999	44.1%	56,653	(6,654)	761										
Other Resources	-	735	0.0%	9,584	14,966	0.0%	4,792	10,174	14,231										
Total Other Increase in Fund Resources	148,351	49,973	33.7%	122,890	64,965	52.9%	61,445	3,520	14,992										
Total Revenues & Other Fund Resources	\$ 8,814,149	\$ 5,020,605	57.0%	\$ 9,286,814	\$ 4,765,091	51.3%	\$ 4,643,413	\$ 121,678	\$ (255,514)										

Foot Note:
⁽¹⁾ Excludes percentage of property tax allocated to the Firemen's Pension Fund.
⁽²⁾ Excludes Transportation Benefit District (TBD) sales tax.

Key:
 * The expected percentage is calculated as follows: since the report is for the 6 months of the year, 6 is divided by 12 - the number of months in the year.
 H=(D*G) (annual budgeted amount x expected % amount)
 H^ Actual expensed less the target (expected) amount

City of Chehalis
Comparative Financial Reports
June 2018 and 2017

GENERAL FUND (#001)	A		B		C=B/A		D		E		F=E/D		G		H		H^A		J=E-B		
	2017	2017	2017	2017	2017	2017	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2017-2018	2017-2018	
	Budget	YTD Actual	YTD Actual	% to Budget	Budget	YTD Actual	% to Budget	YTD Actual	% to Budget	Target	% *	Target	Amount	Variance from Target	YTD Incr	(decr)					
DEDUCTIONS																					
Expenditures:																					
City Council	\$ 92,351	43,353	46.9%	92,714	37,110	40.0%	46.3%	46.3%	46.3%	46,357	50.0%	46,357	46,357	(9,247)						(6,243)	
Municipal Court	368,768	175,024	47.5%	398,012	184,104	46.3%	46.3%	46.3%	46.3%	199,006	50.0%	199,006	199,006	(14,902)						9,080	
City Manager	312,582	122,216	39.1%	277,312	124,162	44.8%	44.8%	44.8%	44.8%	138,656	50.0%	138,656	138,656	(14,494)						1,946	
Finance	231,511	143,624	62.0%	303,673	127,243	41.9%	41.9%	41.9%	41.9%	151,837	50.0%	151,837	151,837	(24,594)						(16,381)	
City Clerk	79,915	36,157	45.2%	92,078	33,486	36.4%	36.4%	36.4%	36.4%	46,039	50.0%	46,039	46,039	(12,553)						(2,671)	
Facilities and Parks	791,001	461,932	0.0%	1,046,342	513,375	49.1%	49.1%	49.1%	49.1%	523,171	50.0%	523,171	523,171	(9,796)						51,443	
Non-Departmental	424,846	207,832	48.9%	610,828	95,759	15.7%	15.7%	15.7%	15.7%	305,414	50.0%	305,414	305,414	(209,655)						(112,073)	
Human Resources	80,584	50,640	62.8%	107,195	45,289	42.2%	42.2%	42.2%	42.2%	53,598	50.0%	53,598	53,598	(8,309)						(5,351)	
Police	2,827,928	1,423,307	50.3%	3,132,813	1,610,847	51.4%	51.4%	51.4%	51.4%	1,566,407	50.0%	1,566,407	1,566,407	44,440						187,540	
Fire	1,987,889	663,386	33.4%	2,064,180	1,100,618	53.3%	53.3%	53.3%	53.3%	1,032,090	50.0%	1,032,090	1,032,090	68,528						437,232	
Public Works - Streets	569,309	220,788	38.8%	565,764	226,823	40.1%	40.1%	40.1%	40.1%	282,882	50.0%	282,882	282,882	(56,059)						6,035	
Planning & Building	259,497	170,221	0.0%	320,360	153,489	47.9%	47.9%	47.9%	47.9%	160,180	50.0%	160,180	160,180	(6,691)						(16,732)	
Recreation	476,870	218,946	0.0%	458,175	202,994	44.3%	44.3%	44.3%	44.3%	229,088	50.0%	229,088	229,088	(26,094)						(15,952)	
Total Functional Expenditures	\$ 8,503,051	\$ 3,937,426	46.3%	\$ 9,469,446	\$ 4,455,299	47.0%	47.0%	\$ 4,734,725	\$ (279,426)	\$ 517,873	50.0%	\$ 4,734,725	\$ (279,426)	\$ (279,426)	\$	\$	\$	\$	\$	\$	\$
Other Decrease in Fund Resources:																					
Capital Outlay	213,454	190,220	89.1%	126,260	70,480	55.8%	55.8%	55.8%	55.8%	63,130	50.0%	63,130	63,130	7,350						(119,740)	
Debt Service	119,390	450,762	377.6%	114,385	57,216	50.0%	50.0%	50.0%	50.0%	57,193	50.0%	57,193	57,193	23						(393,546)	
Custodial Disbursements	127,280	40,263	31.6%	102,915	38,969	37.9%	37.9%	37.9%	37.9%	51,458	50.0%	51,458	51,458	(12,489)						(1,294)	
Transfer Out	286,505	85,137	29.7%	480,927	360,768	75.0%	75.0%	75.0%	75.0%	240,464	50.0%	240,464	240,464	120,304						275,631	
Total Other Decrease in Fund Resources	746,629	766,382	102.6%	824,487	527,433	64.0%	64.0%	412,245	115,188	238,949	50.0%	412,245	115,188	(164,238)						278,924	
Total Expenditures & Other Decreases in Fund Resources	9,249,680	4,703,808	50.9%	10,293,933	4,982,732	48.4%	48.4%	5,146,970	(184,238)	\$ 285,916	50.0%	\$ 503,557	\$ (503,557)	\$ 285,916	\$	\$	\$	\$	\$	\$	\$
Increase (Decrease) in Cash and Investments	\$ (435,531)	\$ 316,797	-72.7%	\$ (1,007,119)	\$ (217,641)	21.6%	21.6%	\$ 503,557	\$ 285,916	\$ (534,438)	50.0%	\$ 503,557	\$ (503,557)	\$ 285,916	\$	\$	\$	\$	\$	\$	\$

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	A		B		C=B/A		D		E		F=E/D		G		H ^A		I=F-G		J=E-B	
	2017	2017	2017	2017	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2017-2018	2017-2018
	Budget	YTD Actual	% to Budget	Budget	Budget	YTD Actual	% to Budget	Budget	YTD Actual	Budget	YTD Actual	% to Budget	Target	YTD	YTD	Variance from Target	Variance from Target	YTD Incr (decr)	YTD Incr (decr)	
WASTEWATER FUND (#404)																				
Revenues:																				
Charges for Goods & Services	\$ 5,289,972	\$ 2,763,734	52.2%	\$ 5,447,792	\$ 2,722,370	50.0%	50.0%	2,723,896	\$ (1,526)			0.0%	2,723,896	\$ (1,526)				\$ (41,364)		
Intergovernmental Revenues	-	13,412	0.0%	10,905	10,903	100.0%	50.0%	5,453	5,450			50.0%	5,453	5,450				(2,509)		
Late Payment Fees	50,000	25,194	50.4%	51,000	25,768	50.5%	50.0%	25,500	268			0.5%	25,500	268				574		
Rental Income	3,545	3,545	100.0%	3,545	3,545	100.0%	50.0%	1,773	1,772			50.0%	1,773	1,772				-		
Interest Earnings	3,000	12,118	403.9%	15,000	24,952	166.3%	50.0%	7,500	17,452			116.3%	7,500	17,452				12,834		
Other Misc. Revenues	3,000	776	25.9%	1,100	1,356	123.3%	50.0%	550	806			73.3%	550	806				580		
Total Revenues	5,349,517	2,818,779	52.7%	5,529,342	2,788,894	50.4%	50.0%	2,764,672	24,222			216.83%	2,764,672	24,222				(29,885)		
Expenditures:																				
Operating Expenditures	2,804,370	1,263,524	45.1%	3,060,555	1,482,231	48.4%	50.0%	1,530,278	(48,047)			1.6%	1,530,278	(48,047)				218,707		
Total Expenditures:	2,804,370	1,263,524	45.1%	3,060,555	1,482,231	48.4%	50.0%	1,530,278	(48,047)			1.6%	1,530,278	(48,047)				218,707		
Excess (Deficiency) Revenues over Expenditures	2,545,147	1,555,255	61.1%	2,468,787	1,306,663	52.9%	50.0%	1,234,394	72,269			-2.9%	1,234,394	72,269				(248,592)		
Other Increase in Fund Resources:																				
Custodial Receipts	555	517	93.2%	555	566	102.0%	50.0%	278	288			52.0%	278	288				49		
Capital Contribution - Utility Hookup/Connection	60,000	-	0.0%	-	-	0.0%	50.0%	-	-			-50.0%	-	-				-		
Debt Proceeds (Bonds/Loans)	275,000	578,543	210.4%	-	-	0.0%	50.0%	-	-			-50.0%	-	-				(578,543)		
Total Other Increases in Fund Resources	335,555	579,060	172.6%	555	566	102.0%	50.0%	278	288			52.0%	278	288				(578,494)		
Other Use of Fund Resources:																				
Custodial Disbursements	1,846,181	918,350	49.7%	1,886,717	942,069	49.9%	50.0%	943,359	(1,290)			0.1%	943,359	(1,290)				23,719		
Debt Service Principal	43,937	9,899	22.5%	22,428	13,587	60.6%	50.0%	11,214	2,373			-10.6%	11,214	2,373				3,688		
Debt Service - Interest	473,000	619,218	130.9%	185,905	10,903	5.9%	50.0%	92,953	(82,050)			44.1%	92,953	(82,050)				(608,315)		
Capital Outlay	2,363,673	1,547,984	65.5%	2,095,650	967,097	46.1%	50.0%	1,047,826	(80,729)			3.9%	1,047,826	(80,729)				(580,887)		
Total Other Use of Fund Resources	\$ 517,029	\$ 586,331	113.4%	\$ 373,692	\$ 340,132	91.0%	50.0%	\$ 186,846	\$ 153,286			41.0%	\$ 186,846	\$ 153,286				\$ (246,199)		
Increase (Decrease) in Cash & Investments																				
Total revenues & other funding sources	5,685,072.00	3,397,839		5,529,887	2,789,460			2,764,950	24,510				2,764,950	24,510				-608,379		
Total Expenditures and other funding use	5,168,043.00	2,811,508		5,156,205	2,449,328			2,578,104	-128,776				2,578,104	-128,776				-362,180		
	517,029	586,331		373,692	340,132			186,846	153,286				186,846	153,286				(246,199)		

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WATER FUND (#405)	A		B		C-B/A		D	E		F=E/D		G	H	H ^A		I=F-G		J=E-B
	2017	2017	2017	2017	2017	2017		2018	2018	2018	2018			2018	2018	2018	2018	
	Budget	YTD Actual	YTD Actual	% to Budget	2017 YTD % to Budget	2018 Budget	2018 YTD Actual	2018 YTD Target	2018 YTD % to Budget	2018 YTD Budget	2018 YTD % to Budget	2018 YTD Target	2018 YTD Variance from Target	2018 YTD Variance from Target	2018 YTD Variance from Target	2018 YTD Variance from Target	2017-2018 YTD Incr (decr)	
Revenues:																		
Charges for Goods & Services	\$ 2,613,600	\$ 1,291,349	\$ 1,291,349	49.4%	49.4%	\$ 2,814,784	\$ 1,297,003	\$ 1,407,392	50.0%	\$ 1,407,392	50.0%	\$ (110,389)	\$ (110,389)	\$ (110,389)	\$ (110,389)	\$ (110,389)	\$ 5,654	
Late Payment Fees	28,000	16,533	16,533	59.0%	59.0%	31,000	16,430	15,500	50.0%	15,500	50.0%	930	930	930	930	930	(103)	
Interest Earnings	9,750	9,371	9,371	96.1%	96.1%	15,000	38,543	7,500	50.0%	7,500	50.0%	31,043	31,043	31,043	31,043	29,172		
Other Misc. Revenues	2,121	702	702	33.1%	33.1%	1,000	948	500	50.0%	500	50.0%	448	448	448	448	246		
Total Revenues	2,653,471	1,317,955	1,317,955	49.7%	49.7%	2,861,784	1,352,924	1,430,892	50.0%	1,430,892	50.0%	(77,968)	(77,968)	(77,968)	(77,968)	34,969		
Expenditures																		
Operating Expenditures	1,930,472	993,695	993,695	51.5%	51.5%	2,265,615	966,932	1,132,808	50.0%	1,132,808	50.0%	(165,876)	(165,876)	(165,876)	(165,876)	(26,763)		
Total Expenditures	1,930,472	993,695	993,695	51.5%	51.5%	2,265,615	966,932	1,132,808	50.0%	1,132,808	50.0%	(165,876)	(165,876)	(165,876)	(165,876)	(26,763)		
Excess (Deficiency) Revenues over Expenditures	722,999	324,260	324,260	44.8%	44.8%	596,169	385,992	298,084	50.0%	298,084	50.0%	87,908	87,908	87,908	87,908	61,732		
Other Increase in Fund Resources																		
Proceeds from Sale of Capital Assets & Insurance	-	-	-	0.0%	0.0%	-	2,733	-	50.0%	-	50.0%	2,733	2,733	2,733	2,733	2,733		
Capital Contribution - Utility Hookup/Connection	75,000	3,807	3,807	5.1%	5.1%	-	-	-	50.0%	-	50.0%	-	-	-	-	(3,807)		
Custodial Receipts (Non-Rev Taxes)	150	66	66	44.0%	44.0%	100	(5)	50	50.0%	50	50.0%	(55)	(55)	(55)	(55)	(71)		
Proceeds from Debt Issuance (Bonds/Loans)	1,000,000	-	-	0.0%	0.0%	-	-	-	50.0%	-	50.0%	-	-	-	-	-		
Total Other Increase in Fund Resources	1,075,150	3,873	3,873	0.4%	0.4%	100	2,728	2,728	50.0%	2,728	50.0%	50	2,678	2,678	2,678	(1,145)		
Other Use of Fund Resources																		
Custodial Disbursements	105	66	66	63.2%	63.2%	100	378	50	50.0%	378	50.0%	328	328	328	328	312		
Debt Service Principal	135,077	11,000	11,000	8.1%	8.1%	287,827	11,000	148,914	50.0%	148,914	50.0%	(137,914)	(137,914)	(137,914)	(137,914)	-		
Debt Service - Interest	12,480	1,875	1,875	15.0%	15.0%	45,749	1,350	22,875	50.0%	22,875	50.0%	(21,525)	(21,525)	(21,525)	(21,525)	(525)		
Capital Outlay	1,603,000	631,929	631,929	39.4%	39.4%	290,570	34,588	145,285	50.0%	145,285	50.0%	(110,717)	(110,717)	(110,717)	(110,717)	(597,361)		
Total Other Use of Fund Resources	1,750,662	644,870	644,870	36.8%	36.8%	634,246	47,296	317,124	50.0%	317,124	50.0%	(269,828)	(269,828)	(269,828)	(269,828)	(597,574)		
Increase (Decrease) in Cash and Investments	\$ 47,487	\$ (316,738)	\$ (316,738)	-667.0%	-667.0%	\$ (37,977)	\$ 341,424	\$ (18,390)	50.0%	\$ (18,390)	50.0%	\$ 360,414	\$ 360,414	\$ 360,414	\$ 360,414	\$ 658,162		
<i>Total revenues & other funding sources</i>	3,728,621	1,321,928	1,321,928			2,861,884	1,355,652	1,430,942		1,430,942		(75,299)	(75,299)	(75,299)	(75,299)	33,825		
<i>Total Expenditures and other funding use</i>	3,681,134	1,638,565	1,638,565			2,899,861	1,014,228	1,449,932		1,449,932		(435,704)	(435,704)	(435,704)	(435,704)	(624,337)		
	47,487	(316,738)	(316,738)			(37,977)	341,424	(18,990)		(18,990)		360,414	360,414	360,414	360,414	658,162		

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City of Chehalis
Comparative Financial Reports
June 2018 and 2017

	A		B		C=B/A		D	E		F=E/D		G	H	H [^] 2018 YTD Variance from Target	I=F-G		J=E-B
	2017 Budget	2017 YTD Actual	2017 YTD Actual	2017 YTD Budget	2018 Budget	2018 YTD Actual		2018 YTD Budget	2018 YTD Actual	2018 YTD Budget	2018 YTD Actual				2018 YTD Target	2018 YTD Variance from Target	
STORM FUND (#406)																	
REVENUES																	
Revenues:																	
Charges for Goods & Services	\$ 545,910	\$ 379,390	\$ 379,390	69.5%	\$ 571,100	\$ 324,576	56.8%	\$ 285,550	\$ 39,026		6.8%	\$ (54,814)					
Intergovernmental Revenue	-	-	-	0.0%	-	-	0.0%	-	-		0.0%	-					
Fines and Forfeitures	-	2,617	2,617	0.0%	5,000	4,119	82.4%	2,500	1,619		32.4%	1,502					
Interest Earnings	1,000	2,187	2,187	218.7%	2,000	5,995	299.8%	1,000	4,995		249.8%	3,808					
Other Misc. Revenues	-	-	-	0.0%	-	-	0.0%	-	-		0.0%	-					
Total Revenues	546,910	384,194	384,194	70.2%	578,100	334,690	57.9%	289,050	45,640		7.9%	(49,504)					
Expenditures:																	
Operating Expenditures	524,798	168,437	168,437	32.1%	468,140	228,158	48.7%	234,070	(5,912)		1.3%	59,721					
Total Expenditures	524,798	168,437	168,437	32.1%	468,140	228,158	48.7%	234,070	(5,912)		1.3%	59,721					
Excess (Deficiency) Revenues and Expenditures	22,112	215,757	215,757	975.7%	109,960	106,532	96.9%	54,980	51,552		-46.9%	(109,225)					
Other Increase in Fund Resources:																	
Capital Contributions - Utility Hookup/Connection	2,000	-	-	0.0%	-	-	0.0%	-	-		0.0%	-					
Custodial Receipts	-	25	25	0.0%	30	21	70.0%	15	6		20.0%	(4)					
Total Other Increase of Fund Resources	2,000	25	25	1.3%	30	21	70.0%	15	6		20.0%	(4)					
Other Use of Fund Resources:																	
Custodial Disbursements	100	25	25	25.0%	50	21	42.0%	25	(4)		0.0%	(4)					
Capital Outlay	-	-	-	0.0%	230,000	13,682	5.9%	115,000	(101,318)		44.1%	13,682					
Total Other Use of Fund Resources	100	25	25	25.0%	230,050	13,703	6.0%	115,025	(101,322)		44.0%	13,678					
Increase (Decrease) in Cash and Investments	\$ 24,012	\$ 215,757	\$ 215,757	898.5%	\$ (120,060)	\$ 92,850	-77.3%	\$ (60,030)	\$ 152,880		127.3%	\$ (122,907)					
Total revenues & other funding sources	548,910	384,219	384,219		578,130	334,711		289,065	45,646			-49,508					
Total Expenditures and other funding use	524,898	168,462	168,462		698,190	241,861		349,095	-107,234			73,399					
	24,012	215,757	215,757		(120,060)	92,850		(60,030)	152,880			(122,907)					

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 ^ To calculate the dollar variance between expected and actual expenditures, the following formula is used:
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	2017	Budget	YTD Actual	% to Budget	2017 YTD	% to Budget									2018	Budget	YTD Actual	% to Budget	Target
AIRPORT FUND (#407)																			
Revenues:																			
Intergovernmental Revenues	\$ 944,587	\$ 578,630	61.3%	\$ 308,000	\$ 133,787	43.4%	50.0%	\$ 154,000	\$ (20,213)	-6.6%									
Fuel sales	533,622	250,302	46.9%	486,000	213,018	43.8%	50.0%	243,000	(29,982)	-6.2%									
Other Misc. Revenues	3,095	1,670	54.0%	3,050	44,660	1484.3%	50.0%	1,525	43,135	1414.3%									
Rents & Royalties	981,437	525,041	53.5%	1,111,150	559,838	50.4%	50.0%	555,575	4,263	0.4%									
Late Payment Fees	-	-	0.0%	-	60	0.0%	50.0%	-	60	0.0%									
Interest Earnings	5,325	1,052	19.8%	-	3,623	0.0%	50.0%	-	3,623	0.0%									
Total Revenues	2,468,066	1,356,695	55.0%	1,908,200	954,986	50.0%	50.0%	954,100	886	0.0%									
Expenditures:																			
Operating Expenditures	1,159,047	512,230	44.2%	1,041,791	490,751	47.1%	50.0%	520,896	(30,145)	2.9%									
Total Expenditures	1,159,047	512,230	44.2%	1,041,791	490,751	47.1%	50.0%	520,896	(30,145)	2.9%									
Excess (Deficiency) Revenues over Expenditures	1,309,019	844,465	64.5%	866,409	464,235	53.6%	50.0%	433,204	31,031	-3.6%									
Other Increase in Fund Resources:																			
Custodial Receipts	168,424	87,696	52.1%	182,059	89,369	49.1%	50.0%	91,030	(1,661)	-0.9%									
Proceeds from Sale of Capital Assets	-	5,490	0.0%	-	-	0.0%	50.0%	-	-	0.0%									
Total Other Increase in Fund Resources	168,424	93,186	55.3%	182,059	89,369	49.1%	50.0%	91,030	(1,661)	-0.9%									
Other Use of Fund Resources:																			
Custodial Disbursements	168,424	48,911	29.0%	182,014	48,050	26.4%	50.0%	91,007	(42,957)	23.6%									
Debt Service Principal	1,597,850	7,617	0.5%	36,640	19,565	53.4%	50.0%	18,320	1,245	-3.4%									
Debt Service - Interest	44,382	5,725	12.9%	23,214	12,887	55.5%	50.0%	11,607	1,280	-5.5%									
Capital Outlay	1,184,587	487,346	41.1%	619,973	70,665	11.4%	50.0%	309,987	(239,322)	38.6%									
Total Other Use of Fund Resources	2,995,243	549,598	18.3%	861,841	151,167	17.5%	50.0%	430,921	(279,754)	32.5%									
Increase (Decrease) in Cash and Investments	\$ (1,517,800)	\$ 388,053	-25.6%	\$ 186,627	\$ 402,437	216.6%	50.0%	\$ 93,313	\$ 309,124	-165.6%									
<i>Total revenues & other funding sources</i>	2,636,490.00	1,449,987		2,090,259	1,044,355			1,045,130	-775										
<i>Total Expenditures and other funding use</i>	4,154,290.00	1,061,828		1,503,632	641,918			931,817	-309,899										
	(1,517,800.00)	388,053		186,627	402,437			93,313	309,124										

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RECOMMENDATION/COUNCIL ACTION DESIRED
 This report is for the Council's information only. No action is necessary.

Reviewed by _____, City Manager