



McCleary Regular City Council Meeting

Wednesday, October 13, 2021 – 6:30 PM

WebEx Virtual Meeting

Agenda

WebEx Meeting Link:

<https://cityofmccleary.my.webex.com/cityofmccleary.my/j.php?MTID=m4a11a8d660fa3d85b50272c001e8c37d>

Join By Phone: **+1-408-418-9388**

Meeting number (access code): 2553 948 6167

Meeting password: RZyEd3m2Tf4 (79933362 from phones and video systems)

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

Public Comment

Consent Agenda

1. Payroll September 2021 - Check numbers 49713-49722 and EFT's totaling \$222,331.62
- [2.](#) Regular City Council Meeting Minutes 09/08/2021, and 09/22/2021
3. Accounts Payable Sept 16-30 Check Numbers 49723-49759 and EFT's totaling \$94,808.25

Updates

- [4.](#) Staff Reports - Finance & Administration, Building & Planning, Police, Light & Power, Public Works

New Business

- [5.](#) BPA Mutual Assistance Agreement
- [6.](#) Lemay's Rate Increase
- [7.](#) Greater Grays Harbor Mutual Service Agreement
- [8.](#) BIAS/Springbrook 2022 Renewal
- [9.](#) Itron Renewal
- [10.](#) Post COVID Shut Off Procedure
- [11.](#) DTF Commercial Real Estate Purchase Agreement
- [12.](#) LOCAL Program Notice of Intent for DTF Property
- [13.](#) FOP Memorandum of Understanding
- [14.](#) LIHEAP HOME HEATING ENERGY VENDOR AGREEMENT OCTOBER 1, 2021 – SEPTEMBER 30, 2023

Old Business

- [15.](#) Annexation Resolution
- [16.](#) Mayor and Council Policies

Ordinances and Resolutions

Updates

17. Councilmembers
18. Mayor

Public Comment

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Executive Session
Adjourn

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McCleary Regular City Council Meeting

Wednesday, September 08, 2021 – 6:30 PM

WebEx Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Mayor Orffer called the meeting to order at 6:33pm.

PRESENT: Councilmembers Amsbury, Huff, Heller, Miller, and Iverson, and Mayor Orffer.

Agenda Modifications/Acceptance

There were no modifications to the agenda.

Special Presentations

1. Port Blakely Annexation Public Hearing

Dominic Miller of Gray & Osborne gave a Power Point presentation on the Wildcat Creek Aquifer (revised March 2021). Mr. Miller provided information on identifying contaminants and capture zones, the comprehensive plan including implementation steps, as well as zoning options.

Public Comment

Councilmember Iverson asked what LID stood for, and how aquifer levels are measured. Mr. Miller stated LID stands for low impact development, they are intended to return rainwater to the aquifer. He explained that aquifer levels are measured by yield at well and aquifer levels. The level lowers when pumping, then refills at the stop.

Councilmember Miller asked what capacity the aquifer could handle, and if it the capacity has stayed the same or went down. Dominic explained the capacity is 425-450 min. PW Director Todd Baun explained that the capacity has remained the same, we can pump 637-acre feet of water, he is not sure of the draw down number. Dominic explained that capacity should remain the same for the next 20 years without any growth.

Councilmember Huff mentioned that within the next 10-20 years, the state would like everyone to be off private septic systems. Dominic explained that was nitrate related, with regard to Department of Ecology and wastewater collections and treatment.

Mayor Orffer stated that the City of Lacey had inverted from septic to public water sources.

April Wright said she has attended prior council meetings. Regarding the annexation of 42 acres to a developer, April would like to see an environmental study done, this is at the end of Larson Road, the property was purchased by the owners of the Ranch at Camp Creek, who put in a huge development in the Camp Creek area. April said she has also noticed that there is development happening on Helen Lake's land. How many houses can we grow to in McCleary? She knows we can't stop it, but how can we control it. If the city has control of the development, will it look like the Summit development, or what would it look like?

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Gary Atkins asked if the property pertaining to the annexation has been sold? PW Director Baun said he doesn't know if it has been sold. Atkins said the Port Blakely annexation cost roughly 3.2 million, why doesn't the city of McCleary buy the land. 300 homes, that is 90,000 gallons of water. Also, Mr. Atkins wanted to clarify that mound septic systems are expensive, but efficient. No one is mentioning sewer, what about sewer? Can our treatment plant handle it? Where will all these kids go to school? Our school can't handle the influx. What is McCleary getting out of this? The Summit HOA is not maintaining their responsibilities, why aren't they getting fined? What are we getting out of this for the community?

Peggy Utesch stated that the groundwater report study was done in 2008 and we need an updated one. She said we can request an update every 10 years. How is the city partnering with the County on the annexation? What about the aquifer? Where is the contaminant tipping point? What about the long-term health of the community? Many citizens want to be part of the solution, maybe work together with the builders and the city.

Suzannah Winstedt doesn't want the annexation to occur, she would like to see Port Blakely as a small development or keep the area as a tree farm. She suggested we say no to the annexation at this time, but maybe say yes to it later for a small-scale development.

PW Director Todd Baun did a presentation on the annexation process.

Gary Atkins said he has not heard any input from the Council. Have any councilmembers reached out to the County?

Councilmember Iverson said that she had not reached out to the County but has reached out to some citizens. She said this is a huge decision for her and she takes it very seriously.

Councilmember Amsbury wanted it noted for the record, that she must excuse herself from the annexation issue.

Councilmember Heller has not reached out to the County. He also doesn't see an issue with growth.

April Wright asked if the land was annexed, does the city have any guidelines, like can we control building? Perhaps limit the building and development? The annexation will affect our schools, the treatment plant, and the aquifer.

Mayor Orffer explained the process.

Angela Rittinger said that she had read the interlocal agreement which explained testing and requirements. She said the agreement answers a lot of questions. She then asked for clarification of previous meeting minutes regarding the Wildcat Creek Aquifer Study, she said she couldn't find the comments in the minutes. Mayor Orffer will follow up to make sure all comments are added to the packet and verify all information is posted.

Public Hearing Closed at 7:40pm.

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Consent Agenda

2. Accounts Payable August 1-15
3. Accounts Payable August 16-31

Approve the Consent Agenda

Motion made by Councilmember Amsbury, Seconded by Councilmember Huff.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen

Updates

4. Staff Reports

PW Director Baun shared that our flower baskets throughout the city look so beautiful thanks to our summer help, Logan Jones, he has been doing an amazing job taking care of the flowers.

New Business

5. Clerk-Treasurer Appointment

Mayor Orffer announced that she had hired Dani Smith as the new Clerk-Treasurer. Even though the mayor has hiring and firing authority, Council appointment is still required. **Authorize the appointment of Dani Smith as Clerk-Treasurer.**

Motion made by Councilmember Miller, Seconded by Councilmember Amsbury.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen

6. BPA Information

Mayor Orffer mentioned the BPA information, no action needed, just information.

7. Large Document Scanner Contract

Councilmember Iversen and Councilmember Miller asked about the cost of for the monthly Maintenance Agreement. PW Director Todd Baun explained that no maintenance agreement had been provided yet, it was recommended we run the scanner for 90 days, then a maintenance agreement can be provided based on our usage. Councilmember Amsbury asked if this was a binding order not subject to cancellation, and if there are lease terms. Baun said he believed it was a 5-year lease, he will verify this. Council asked for maintenance agreement cost options prior to deciding. Baun will get some maintenance agreement pricing options to Council.

Tabled until September 22nd meeting.

8. Asphalt and Concrete Crushing Bid Acceptance

Quigg Bros., Inc. was low bidder on the asphalt and concrete crushing. PW Director Todd Baun said we are waiting on approval from the County regarding the sizing. The product will be used on our utility corridor, park trail, and water reservoir areas. We can not stockpile the crushed product; we have a small window to get it removed. **Authorize acceptance of Quigg Bros., Inc. bid for the asphalt and concrete crushing.**

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Motion made by Councilmember Iverson, Seconded by Councilmember Keller.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen

9. Sign Code Clarification

Per the current Sign Code, signs are not allowed in the right of way. In no action is taken, signs will need to be removed from the right of way. Councilmember Amsbury said that because it is campaign season, she would like to revisit the after elections. **Authorize a temporary stay regarding signage in the right of way, candidates will recuse themselves.**

Motion made by Councilmember Huff, Seconded by Councilmember Amsbury.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller. Councilmember Miller, and Councilmember Iversen recused themselves from the vote.

10. CCAP Agreement

Beginning in November, CCAP will have funding to assist with past due water bills to those affected by COVID. **Approve the CCAP Agreement.**

Motion made by Councilmember Amsbury, Seconded by Councilmember Huff.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen

Old Business

11. Mayor and Council Policies next steps

Edited version out for final review.

Tabled until September 22nd meeting.

12. ORCAA Burn Permit Discussion and Decision

Discussion tool place regarding online burn permits.

Tabled until September 22nd meeting.

Ordinances and Resolutions

13. CERB Grant Application Approval Resolution. **Approve the CERB Grant Application Resolution**

Motion made by Councilmember Heller, Seconded by Councilmember Iversen.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen

Updates

Council Budget Workshop October 16th, 10:00AM to Noon to review revenues for 2022 budget planning. A second workshop date will be planned at the October 16th Workshop.

Mayor Orffer suggested organizing a Planning Committee for the potential Drug Task Force property purchase, consisting of 2 Councilmembers, 2 Staff members, ideally the PW Director and Building Official and 5 community members consisting of a member of the Chamber, local Businesses, and citizens. Those interested in serving on the committee should send a letter. Council felt this was an excellent idea and suggested a secretary be appointed to the committee so all Councilmembers could be in the loop.

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Mayor Orffer recognized 3 staff members on reaching longevity milestones, PW Director Todd Baun, and WWTP Operator Jon Ehresmann have reached their 20-year milestone, and Officer Randy Bunch has reached his 15-year milestone.

Councilmember Huff announced that Trash Cleanup Day will be taking place this Saturday, September 18th at Beerbower Park beginning at 9:00am.

The City-Wide Garage Sales will also take place this Saturday, September 18th, maps are available for a \$5 donation which will go to the Museum.

Public Comment

Gary Atkins thanked everyone. He said he is not trying to be difficult; he just wants to have all the facts before making a decision.

Angela Rittinger expressed her concern for a lack of transparency regarding the Summit Site. She had asked for an update on the waste site, and it was too bad that the information wasn't shared sooner. The lack of transparency led to a community member being attacked.

Executive Session

No executive Session

Mayor Orffer thanked everyone for being safe, conscientious, and mindful of the COVID regulations.

Adjourn

To Adjourn at 8:43pm. The next City Council meeting will be at 6:30pm on September 22, 2021.

Motion made by Councilmember Iversen, Seconded by Councilmember Miller.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen

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McCleary Regular City Council Meeting

Wednesday, September 22, 2021 – 6:30 PM

WebEx Virtual Meeting

Minutes

WebEx Meeting Link:

<https://cityofmccleary.my.webex.com/cityofmccleary.my/j.php?MTID=m8496a562e042adfa37cf443bf7bf23d9>

Join By Phone: **+1-408-418-9388**

Meeting number 2551 084 6809 (access code):

Meeting password: ZSp6yq7P345 (97769777 from phones and video systems)

Call to Order/Flag Salute/Roll Call

Mayor Orffer called the meeting to order at 6:30pm

PRESENT: Councilmembers Amsbury, Huff, Heller, Miller, and Iverson, and Mayor Orffer.

Agenda Modifications/Acceptance

There were no modification to the agenda.

Special Presentations

1. Port Blakely Annexation - Marina Kuran

Marina would like to urge everyone to think long and hard regarding the annexation, once it is done, it can not be undone. Port Blakely sits on a critical resource aquifer. There have been past water problems resulting in 4 consecutive 6-month building restrictions. What feasibility studies have been done? During the summer months, the water plumes. Just because we can build, doesn't mean we should build. Septic systems return 90% of water usage to the ground. How will current prairie residents be compensated? We will need more schools, more clinics, and more roads. Real Estate should not be the only profit, there are other ways to generate revenue.

Public Comment

Suzannah Winstedt asked if we could get an update for the general public on the land acquisition loan. Mayor Orffer explained that the Drug Task Force is working on the purchase agreement. The agreement is contingent on the city securing funding. Suzannah asked for a ballpark date on when it would be finalized. Mayor Orffer said she could not provide a ballpark date, because it is in the Drug task Force's court.

Suzannah then asked when the new website will roll out. PW Director Todd Baun said he had recently received an email that the website had been completed and was under staff review. Baun will follow up with a release date for Suzannah.

Consent Agenda

2. Accounts Payable September 1-15 - Check numbers 49636-49712 and EFT's totaling \$203,573.51
3. Payroll July 2021 - Check numbers 49539-49548 and EFT's totaling \$234,226.80
4. Payroll August 2021 - Check Numbers 49615-49624 and EFT's totaling \$238,906.45

Approve the Consent Agenda

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Motion made by Councilmember Amsbury, Seconded by Councilmember Miller.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen

Updates

Councilmember Iverson asked when past meeting minutes would be available. Clerk-Treasurer, Dani Smith said all the past minutes will be provided in the next Council packet.

New Business

5. BPA Fourth Purchase Period (FY 2025 - FY 2028) Election

PW Director Todd Baun explained that we purchase all our power through BPA at a Tier 1, if we go above to a Tier 2 BPA wants us to commit to them. If we change routes, we can go out on the market, but we would have to track out Tier 2 usage. We have never purchased Tier 2 power; we are well below a Tier 2 level. If we went to a Tier 2 level, it would be more expensive. The only way we would get to a Tier 2 is if we went above the high-water mark. Councilmember Iverson asked how many houses can be built before we go to a Tier 2. Baun said we are so far below a Tier 2 and residential customers do not affect the Tier. Councilmember Miller asked if this was a safety net. Baun said that this was more for BPA records. Councilmember Amsbury asked if it was normal to be doing this so far in advance. Baun said yes, it is the 4th and final one on the contract. Baun would like to continue doing what we are doing, agreeing to purchase through BPA. **Approve the BPA Fourth Purchase Period (FY 2025-FY2028).**

Motion made by Councilmember Iverson, Seconded by Councilmember Heller.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen

6. ARP Funding Discussion

The utilities moratorium expires on September 30th. We have received \$249,000 in ARP funds. We have several customers that are past due on their utilities. We have received 10 applications requesting assistance. Legal counsel says it is up to Council to decide if they want to allocate funding to those in need. Legal said it is more administrative. Council can direct administration to distribute the funds. Councilmember Amsbury asked how many applications for assistance we had received. Clerk- Treasurer Smith said we had received 10 applications with a total of \$15,490.28 past due. Councilmember Iverson asked if CCAP funding was only for electricity? Mayor Orffer explained that CCAP can now assist with water as well. Mayor Orffer actively encourages those in need to seek CCAP funding. Councilmember Heller asked how long we have been sending out information on requesting assistance. Mayor Orffer said since July. Assistance applications need to be returned no later than October 7th. Councilmember Iverson asked how much we have received in ARP funds. Mayor Orffer explained we had received \$249,000, and in one year, we can get an additional \$249,000ish amount. Councilmember Amsbury asked what the council thought of setting a limit. CCAP limits \$500 for qualifying individuals. Councilmember Heller suggested \$2,000 max per application, not to exceed \$40,000. Councilmember Iverson and Huff agreed on the \$40,000 cap. Councilmember Miller would like to clear the slate for all 10 applications up to \$40,000. The highest balance of the 10 applications is \$2,800. **Authorize ARP funding of up to \$2,800 per applicant, not to exceed \$40,000.**

Motion made by Councilmember Miller, Seconded by Councilmember Heller.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen

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Old Business

7. Annexation Resolution

No action right now. Councilmember Miller has questions. PW Director Todd Baun said that from a staff perspective, there are a lot of questions we can not answer. Right now, it is proposed for annexation, we do not know of the plans after an approved annexation. We do not know how many houses, or how many people. Councilmember Miller said 300 homes. Baun responded 250 homes, however, 30-40% of the property would need to be allocated to infrastructure and wetlands. Mayor Orffer said that we do not know what is proposed. She said a lot of studies need to be done in regard to infrastructure and wetlands. Councilmember Miller wanted the school superintendent to attend a meeting so they could answer questions like how many students do they have the capacity for, what about the school's current property – is there room for expansion, are there any plans for expansion? Mayor Orffer said we would do our best to get all the information and questions answered, PW Director Baun said this has been going on for over 2 months. When is a decision going to be made for Port Blakely, annex or not? Councilmember Miller said he wants to a “yes” but right now it’s a “no”, he said this is ludicrous. Councilmember Iverson would like to set a personal goal to make a decision at the next meeting.

Tabled until October 13th meeting.

8. Mayor and Council Policies

Mayor Orffer's goal is to get approval on this and begin utilizing and adhering to the policies January 1, 2022. Councilmember Iverson had questions regarding the Employment Handbook. Clerk-Treasurer Smith will review the questions and get back to everyone.

9. ORCAA Burn Permit MOA

Discussion took place. Councilmember Amsbury said she is not for this.

Approval of ORCCA Burn Permit MOU.

Motion made by Councilmember Iverson, Seconded by Councilmember Huff.

Voting Yea: Councilmember Iverson, Councilmember Huff, Councilmember Heller. Voting Opposed: Councilmember Miller, Councilmember Amsbury

10. Large Document Scanner Contract

3 Maintenance Agreement options were provided by Kelly Connect. Option 1 is based on 1000 SqFt of printing, Option 2 is cost per SqFt, and Option 3 is time and materials only. Councilmember Amsbury noticed this was a lease agreement only without the option to purchase. With the Maintenance Agreement, we can return the scanner if it stops working and get a new one. **Approval of Large Document Scanner Contract.**

Motion made by Councilmember Iverson, Seconded by Councilmember Amsbury.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iverson

Ordinances and Resolutions

No Ordinances or Resolutions

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Updates

11. Councilmembers

Councilmember Huff announced he had to cancel the trash cleanup on September 18th because of bad weather, it has been rescheduled for this Saturday, September 25th at 9:00am at Beerbower Park. Regarding the AMR funding, Councilmember Huff asked if there will be a future discussion on how to spend more of the funding, Mayor Orffer said yes, we will be discussing this.

Councilmember Iverson wanted to know where we are with the Ordinance on the emergency stop of fireworks that will go into effect in 2023. Mayor Orffer said it will go on the agenda once it is ready. Chris Coker said he thought there was a committee reviewing this. Councilmember Miller has been working on it and planned to work on it this upcoming weekend.

12. Mayor

Mayor Orffer shared thanks for City Staff and that she is grateful for the entire team. Everyone is doing a wonderful job including Summer and Temporary Staff. We are operating on a downgraded COVID plan rather than an upgraded plan. Hospitals are at capacity. Mayor Orffer thanked everyone for the virtual meeting and plans to be back in person. Clerk-Treasurer Smith is managing the Budget Calendar making sure we are timely on all our processes.

Public Comment

Suzannah Windstedt asked about the Budget Calendar. PW Director Todd Baun explained that it is provided through MRSC. Mayor Orffer said we will get it into a document format and post it online.

Closed Session

13. Employment Matter - RCW 42.30.140

Council went into Closed Session at 7:30pm by way of a Breakout Room to discuss an Employment Matter.

Closed Session ended at 7:34pm.

Adjourn

To Adjourn at 7:35pm. The next City Council meeting will be at 6:30pm on October 13, 2021.

Motion made by Councilmember Huff, Seconded by Councilmember Amsbury.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iverson

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McCleary Police Department

Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
911-Open Line	3
AUDIBLE ALARM	2
AGENCY ASSIST	7
ABANDONED VEHICLE	1
VEHICLE ACCIDENT WITH INJURIES	1
NON-INJURY VEH ACC NON-BLOCKIN	1
DETAILS UNKNOWN VEH ACC	1
ANIMAL PROBLEM	4
ASSAULT	1
ASSAULT IN PROGRESS	1
CITIZEN ASSIST	7
BURGLARY IN PROGRESS	1
Civil Matter	3
REPORT OF A DEAD BODY	2
DISABLED VEHICLE	4
DISORDERLY CONDUCT	6
UNLAWFUL DISPLAY OF WEAPON	1
DUI ALCOHOL OR DRUGS	2
DOMESTIC VIOLENCE ACT IN PROGR	3
FIRE ARM COMPLAINT	2
FOUND PROPERTY	2
FIRE OR AID RESPONDING TO INC	31
ILLEGAL BURN	2
LOST PROPERTY	1
MALICIOUS MISCHIEF	1
MISSING PERSON	1
MOTORIST ASSIST	2
NOISE PROBLEM OR COMPLAINT	1
POLICE INFORMATION MESSAGE	29
RECKLESS ACT OR DRIVING	5
CIVIL PAPER SERVICE	4
SEX OFFENSE NO OTHER CAD TYPE	1
SHOP LIFT	1
SUBJECT STOP	2
SUICIDE ATTEMPT OR SUBJ	4
SUSPICIOUS CIRCUMSTANCES	3
SUSPICIOUS PERSON	6
Suspicious Person/Circumstance	1
SUSPICIOUS VEHICLE	5
TRAFFIC STOP	111
Theft	3
THREATS RECEIVED	3
TRAFFIC HAZARD	4
TRESPASS	3

<u>Nature of Incident</u>	<u>Total Incidents</u>
Trespassing	1
UNKNOWN PROBLEM	2
VERBAL ARGUMENT	1
VEHICLE PROWL	1
VEH PROWL IN PROGRESS	1
VIO UNIFORM CNTRL SUB ACT	1
CHECK WELFARE	2
Warrant Service or Confirm	4

Total reported: 292

Report Includes:

All dates between `00:00:00 09/01/21` and `23:59:59 09/30/21`, All agencies matching `MCPD`, All natures, All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

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To: Mayor and City Council
 From: Josh Cooper
 Date: October 7, 2021
 Re: Building and Planning Department Activity.

Permit Activity Totals for September 2021

712 Evergreen Pl	New SFR	Total Fee - \$
716 Evergreen Pl	New SFR	Total Fee - \$
1360 N Summit	Excavation Permit	Total Fee - \$103.00
424 W Simpson	Excavation Permit	Total Fee - \$103.00
216 E Cedar	Excavation Permit	Total Fee - \$142.00
400 E Buck	Mechanical Permit	Total Fee - \$76.65
115 N 7th	Mechanical Permit	Total Fee - \$76.65
334 E Mommsen	Mechanical Permit	Total Fee - \$92.20
108 Summit Pl DR	Placement Permit	Total Fee - \$101.00
Parcel's 618051134002&618051133006	SEPA Review	Total Fee - \$319.00
426 S 3rd	Sign Permit	Total Fee - \$25.00
New Homes Permitted for 2021 8	All Permits Issued for 2021 87	Total Fees Charged for 2021 \$73,778.30
New Homes Permitted for 2020 16	All Permits Issued for 2020 131	Total Fees Charged for 2020 \$154,600.40
New Homes Permitted for 2019 28	All Permits Issued for 2019 269	Total Fees Charged for 2019 \$378,456.40
New Homes Permitted for 2018 17	All Permits Issued for 2018 57	Total Fees Charged for 2018 \$212,089.41

Nuisances for September:

- 341 S 2nd (8.16.020) - Active.
- 638 S Main (17.20) – Complied.
- 703 W Simpson (8.16.130 D & 6.08.090) – Complied.
- 117 S 7th (8.16.020) – Active.

***Anything that has not been officially reported will not be included.**



City of McCleary **STAFF REPORT**

To:	Mayor Orffer and Council
From:	Paul Nott
Date:	10/7/2021
Department:	Light and Power

Hello All,

The crew has been working on system mapping, line maintenance, a few customer service projects and assisting with other city projects with other departments.

There has been no recent outages to report.

We also received the new bucket truck and have been working on setting it up.

If you have any questions or concerns, feel free to contact us.

Stay safe and healthy...

Paul



City of McCleary

STAFF REPORT

To:	Mayor Orffer and Council Members
From:	Steve Randich
Date:	Oct 6,2021
Department:	Public Works

Mayor and Council,

I am happy to report that all personnel within the Public Works department are healthy and practicing safe social distancing at this time.

We just finished up on the new entrance into town and are now putting our focus on making sure our ditches are clean and preparing for the winter weather.

Thank you,
Steve



City of McCleary STAFF REPORT

To:	Mayor Orffer and City Councilmembers
From:	Dani Smith, Clerk-Treasurer
Date:	October 13, 2021
Department:	Finance & Administration

The Finance Department is working at full staff, and everyone is healthy and mindfully following COVID protocols.

The moratorium on late fees and discontinuation of serves for non-payment was lifted September 30, 2021, and the Utility Accounts Manager has been busy processing financial assistance forms, ARP assistance payments, and deferred payment plan to those who qualify. Shut offs resumed today, along with the assessment of late fees.

I have been learning my way around my new position and am fortunate to have the Deputy Clerk assist me with processes and procedures. She has been a great help. We have been able to close out the months of July, August, and September.

We are working on numerous public information requests, and quarterly payroll reports
 Processed monthly payroll and benefits.
 Processed bi-monthly accounts payable.
 Processed monthly utility billing.

The office is open from 8 AM to 4 PM daily. We continue to encourage customers to use the payment drop box, pay online at www.xpressbillpay.com, or use the automated phone system to make payments



Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

TRANSMISSION SERVICES

June 23, 2021

In reply refer to: TSE/TPP-2

Mr. Todd Baun, Public Works Director
City of McCleary
100 S. 3rd Street
McCleary, WA 98557-0360

Dear Mr. Baun:

Attached for electronic signature is one signed original of Mutual Assistance Agreement, Contract No. 21TX-17077 (MAA), between the City of McCleary (McCleary) and the Bonneville Power Administration (BPA).

This MAA is necessary in order to reflect BPA's current procedures for an Emergency Assistance request in the event of electric service interruption. The MAA lists all relevant BPA and Customer contact information and is intended to improve response time in the event of an emergency.

Please electronically sign the flagged signature field of the enclosed document, and return by email to txsalescontracts@bpa.gov by Close of Business on July 8, 2021. Alternatively, McCleary may print, sign, and scan the document into a PDF file and return by email or send a paper copy of the document to my attention at one of the following addresses by the date stated above:

First Class Mail

Bonneville Power Administration
Mail Stop: TSE/TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409

Overnight Delivery Service

Bonneville Power Administration
Mail Stop: TSE/TPP-2
905 NE 11th Avenue
Portland, OR 97232

If you have any questions regarding this letter, please contact me at (360) 418-8659.

Sincerely,

TROY SIMPSON

Digitally signed by TROY
SIMPSON
Date: 2021.06.23 10:19:28 -0700'

Transmission Account Executive
Transmission Sales

Enclosure

Contract No. 21TX-17077

MUTUAL ASSISTANCE AGREEMENT
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
CITY OF MCCLEARY

This MUTUAL ASSISTANCE AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and CITY OF MCCLEARY (McCleary). BPA and McCleary may participate in this Agreement as either “Assisting Party” or “Requesting Party” as the situation requires. BPA and McCleary may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

The Parties recognize that assistance may be desired when electric service has been disrupted by acts of the elements, equipment malfunctions, accidents or any other occurrence where the Parties deem assistance to be necessary or advisable.

It is in the mutual interest of the Parties to be prepared to provide or receive assistance for emergency repair and restoration to such electric service and facilities.

The Parties recognize that, in the case of electric service interruption, one Party can provide valuable assistance to the other Party in the form of personnel, equipment and/or materials, and other technical assistance. The purpose of this Agreement is to provide the procedures under which one Party may request and receive assistance from the other Party.

The Parties therefore agree as follows:

1. DEFINITIONS

When used in this Agreement, the following terms have the meaning shown below:

- (a) “Assistance” means the actions taken by the Assisting Party, including during Mobilization, to provide personnel, materials, equipment, supplies and/or tools to the Requesting Party in order to expedite restoration of electrical service that has been disrupted by acts of the elements, equipment malfunctions, accidents or any other emergencies. Assistance does not include routine maintenance or work stoppages.

- (b) “Assistance Period” means the period of time that starts when the Assisting Party has mobilized and dispatched resources to the Requesting Party and shall be deemed to have terminated when Demobilization is complete.
- (c) “Demobilization” means the actual return of all of the Assisting Party’s mobilized resources to the Assisting Party’s normal base.
- (d) “Mobilization” means the planning, collecting, assigning, preparing and transporting of all assistance personnel, materials, equipment, supplies and/or tools. Mobilization also includes any pre-engineering work necessary to provide Assistance. Mobilization may start in advance of execution of the Reimbursable Agreement.
- (e) “Reimbursable Agreement” means a separate agreement whereby the Assisting Party agrees to provide Assistance to the Requesting Party, and the Requesting Party agrees to pay the Assisting Party’s expenses incurred while providing Assistance.
- (f) “Assisting Party” means the Party that is asked to provide Assistance.
- (g) “Requesting Party” means the Party that is requesting Assistance.

2. **TERM OF AGREEMENT**

This Agreement will be effective at 0000 hours on the date that this Agreement has been signed by the Parties (Effective Date), and shall terminate on the earlier of: (1) 90 days written notice of either Party, or (2) 30 years after the Effective Date.

3. **EXHIBITS**

Exhibit A, Notices, is incorporated into and made part of this Agreement.

4. **NO OBLIGATION TO REQUEST OR PROVIDE ASSISTANCE**

Nothing in this Agreement shall be construed to create an enforceable legal obligation to provide or receive Assistance. The Assisting Party has the right to refuse, in its sole discretion, to provide Assistance, or to discontinue providing Assistance with notice to the Requesting Party, and shall not be liable for any damage or consequences resulting from any refusal, failure or delay in providing Assistance. The Requesting Party shall be liable for all costs incurred by the Assisting Party up to the point the Assisting Party no longer provides Assistance. All costs incurred by the Assisting Party will be resolved in accordance with Section 5(e) of this Agreement.

5. **REQUESTING AND PROVIDING ASSISTANCE**

- (a) In the event of an emergency affecting the generation, transmission or distribution services and/or related facilities owned or controlled by a Party, the Requesting Party may request the Assisting Party to provide Assistance by contacting the appropriate representative listed in Exhibit A.

- (b) The Requesting Party shall provide the Assisting Party with a general description of the damage sustained, including location of the damages, and the Assistance desired.
- (c) The Assisting Party shall, in its sole discretion, determine if it will provide Assistance, including the extent and limitations of Assistance.
- (d) If the Assisting Party determines it can provide Assistance, the Assisting Party shall document in an email or letter to the Requesting Party of the Assistance it will provide, including equipment, materials, supplies, number of personnel by job function and an estimate of the Assistance Period. Before Mobilization can occur, the Requesting Party shall confirm in an email or letter to the Assisting Party that it will accept the Assistance.

By accepting Assistance, the Requesting Party agrees to pay all costs that the Assisting Party incurs to provide Assistance, including applicable overheads, from the period when Mobilization begins through the term of the Reimbursable Agreement executed by the Parties pursuant to section 5(e) below or Demobilization. The Requesting Party shall also pay the costs for any materials that are used to provide Assistance that the Assisting Party determines it cannot re-use. The Assisting Party will determine the costs for such materials by either determining the cost to replace the materials, including applicable overheads, or, if the Assisting Party chooses to not replace the materials, the current value of the materials, including applicable overheads.

The Assisting Party shall specify all costs it incurs to provide Assistance in an invoice that it will send to the Requesting Party, and the Requesting Party shall pay the Assisting Party consistent with the instructions on the invoice.

- (e) A Reimbursable Agreement shall be executed by the Parties as soon as possible after the agreement to proceed with Mobilization. Before a Reimbursable Agreement is executed, the Assisting Party may provide Assistance to the Requesting Party under this Agreement. Cost of Assistance provided under this Agreement prior to the Reimbursable Agreement will be reflected in the Reimbursable Agreement. After the Reimbursable Agreement is executed, the Reimbursable Agreement shall provide the terms and conditions under which Assistance is provided and will supersede this Agreement for the Assistance Period; provided, however, that the Reimbursable Agreement will not relieve the Requesting Party of its obligation to pay the Assisting Party for all costs it incurs providing Assistance under this Agreement.

6. SCOPE OF ASSISTANCE

- (a) All costs associated with the furnishing of Assistance shall be the responsibility of the Requesting Party and are deemed to have commenced upon Mobilization by the Assisting Party.
- (b) The Assisting Party and Requesting Party shall coordinate the preparation of Mobilization and Demobilization.
- (c) Wages, hours and other terms and conditions of employment applicable to personnel provided by the Assisting Party shall continue to be those of the Assisting Party.
- (d) If the Assisting Party provides a crew or crews, it shall assign supervisory personnel as deemed necessary by the Assisting Party, who shall be directly in charge of the crew or crews providing Assistance.
- (e) All time sheets, equipment and work records pertaining to personnel, material, vehicles, equipment, supplies and/or tools provided by the Assisting Party shall be kept by the Assisting Party for billing and auditing purposes as provided in this Agreement.
- (f) No Party shall be deemed the employee, agent, representative, partner or the coventurer of another Party or the other Parties in the performance of activities undertaken pursuant to this Agreement.
- (g) The Parties shall, in good faith, attempt to resolve any differences in work rules and other requirements affecting the performance of the Parties' obligations pursuant to this Agreement.

7. OPERATION OF FACILITIES

- (a) **Dispatch Jurisdiction**
Dispatch jurisdiction and switching authority will not change during the period Assistance is provided, except that in emergency situations when life or property is endangered, any Party may de-energize lines or equipment and perform such switching as necessary according to its best judgment. The jurisdictional dispatcher must be notified and involved as soon as practical. The Parties will continue to follow all instructions issued by the jurisdictional dispatcher.

(b) **Safety Standards and Work Procedures**

The Assisting Party shall follow the Requesting Party's and jurisdictional dispatcher's safety standards and work practices when providing Assistance. However, the Assisting Party shall have the right to stop work if it has concerns regarding safety.

8. **ACCESS**

The Requesting Party shall grant access to the Assisting Party in accordance with the Requesting Party's safety and security requirements. Access and escort by the Requesting Party shall be sufficient to allow the Assisting Party to provide Assistance.

9. **LIABILITY**

Neither Party shall be liable to the other Party for any lost or prospective profits or any special, punitive, exemplary, consequential, incidental or indirect losses or damages under this Agreement.

McCleary is solely responsible to BPA for damage to United States (BPA) property caused by McCleary, and its employees, contractors, and agents. McCleary is also solely responsible for any claims arising out of negligent conduct by its employees, contractors, and agents performing the work described in this Agreement on or at United States-owned (BPA-owned) real property, facilities, or equipment. Any claim for personal injury, death, or property damage against BPA (the United States) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171.

10. **STANDARD PROVISIONS**

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.

(c) **Choice of Law**

This Agreement shall be interpreted, construed and enforced in accordance with Federal law.

(d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

- (e) **Freedom of Information Act (FOIA)**
BPA may release information provided by McCleary to comply with FOIA or if required by any other federal law or court order. For information that McCleary designates in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.
- (f) **No Third Party Beneficiaries**
This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.
- (g) **Uncontrollable Forces**
The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. “Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party’s reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:
- (1) strikes or work stoppage;
 - (2) floods, earthquakes, fire, or other natural disasters, terrorist acts, epidemics, pandemics; and
 - (3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit A, Notices.

(h) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

11. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

CITY OF MCCLEARY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: **TROY SIMPSON** Digitally signed by TROY SIMPSON
Date: 2021.06.23 10:19:54 -07'00'

Title: _____

Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print / Type)

Title: _____

Date: _____

**EXHIBIT A
NOTICES**

1. REQUESTS FOR ASSISTANCE AND NOTICES OF AN OPERATING NATURE

Any notice or other communication related to this Agreement shall be delivered in person, or with proof of receipt by email, facsimile, First Class mail or overnight delivery service. Notices are effective on the date received. Either party may change the contact information by providing notice of such change to the following person and address:

To City of McCleary:

100 S 3rd St
McCleary, WA 98557-0360
Attention: Todd Baun
Title: Public Works Director
Phone: (360) 495-3667 ext. 103
Fax: (360) 470-965
Email: toddb@cityofmccleary.com

With a copy to:

Attention: Paul Nott
Title: Senior Lineman
Phone: (360) 495-3667 ext. 120
Fax: (360) 495-3097
Email: pauln@cityofmccleary.com

To Bonneville Power Administration:

(a) **To request Assistance of personnel, material, equipment, supplies and/or tools, contact the BPA representative in the order listed below:**

- (1) District Manager: (360) 570-4301
- (2) Dispatch with Primary Jurisdiction for the Customer:

Munro Dispatch:
Phone: (509) 465-1820
or (509) 465-0315
Fax: (509) 466-2444

- (3) Dispatch with Alternate Jurisdiction:

Dittmer Dispatch:
Phone: (360) 418-2281
or (360) 418-2280
Fax: (360) 418-2938

- (4) Chief Substation Operator: (360) 570-4311
- (5) Transmission Customer Service Engineer:
Phone: (360) 570-4335

(6) Transmission Account Executive:
Phone: (360) 418-8659
or (360) 852-6491

(b) **To request Assistance for materials-only, contact the BPA Representative in the order listed below:**

- (1) BPA Logistics Services Foreman:
(360) 907-4217
- (2) Traffic Management Specialist:
(360) 518-0784

2. ADMINISTRATIVE CONTACTS

Any notice or other communication related to this Agreement, other than notices of an operating nature (section 1 above), shall be delivered in person, in writing, by email, facsimile, First Class mail, overnight delivery service. Notices are effective on the date received. Either party may change the contact information by providing notice of such change to the following person and address:

To City of McCleary:

100 S 3rd St
 McCleary, WA 98557-0360
 Attention: Brenda Orffer
 Title: Mayor
 Phone: (360) 495-3667 ext. 118
 Fax: (360) 495-3097
 Email: brendao@cityofmccleary.com

To Bonneville Power Administration:

To request a Reimbursable Agreement

Attention: Transmission Account Executive for City
 of McCleary – TSE/TPP-2
 Phone: (360) 619-6016
 Fax: (360) 619-6940
 Email: txsalescontracts@bpa.gov

First Class Mail:

Bonneville Power Administration
 P.O. Box 61409
 Vancouver, WA 98666

Overnight Delivery Service:

Bonneville Power Administration
 905 NE 11th Avenue
 Portland, OR 97232

3. CHANGES IN NOTICES

If either Party revises its contact information, that Party shall notify the other Party within 3 business days and such notice shall be deemed to have been received if delivered in person, in writing, by email, facsimile, First Class mail or overnight delivery services. BPA shall revise this Exhibit upon such notice.

EXHIBIT A

CITY OF McCLEARY

RATES EFFECTIVE 01/01/2022

RESOLUTION NO. _____

AS AMENDED _____

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

RECITALS

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

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

3. Pursuant to review of the provisions of

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

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

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

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

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

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

<u>Item I.</u>	2021	2022
<u>Residential Service</u>	Rate	Rate
65/30 Gallon Monthly	\$ 11.86	\$ 12.19
65 Gallon Monthly	\$ 16.40	\$ 16.88
65 Gallon EOW	\$ 23.03	\$ 23.77
65 Gallon Weekly	\$ 35.90	\$ 37.14
Additional 65 Gallon (each)	\$ 10.64	\$ 10.98
90 Gallon Monthly	\$ 18.68	\$ 19.26
90 Gallon EOW	\$ 31.66	\$ 32.70
90 Gallon Weekly	\$ 46.45	\$ 48.14
Additional 95 Gallon (each)	\$ 15.18	\$ 15.68
Return Trip	\$ 14.76	\$ 15.11
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.93	\$ 5.09
Drive in Service	\$ 8.20	\$ 8.40
<u>Item II.</u>		
<u>Commercial Cart Service</u>		
65 Gallon EOW	\$ 23.03	\$ 23.77
65 Gallon Weekly	\$ 35.90	\$ 37.14
90 Gallon EOW	\$ 31.66	\$ 32.70
90 Gallon Weekly	\$ 46.45	\$ 48.14
Return Trip	\$ 14.76	\$ 15.11
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.93	\$ 5.09
Cart roll out charge each 5 to 25 ft	\$ 2.73	\$ 2.79
For each added 25 ft	\$ 1.71	\$ 1.75
<u>Item III.</u>		
<u>Permanent Commercial Container Service</u>		
1 cubic yard box		
One pickup per week	\$ 103.61	\$ 107.17
Each additional dump per week	\$ 89.09	\$ 92.30
Special or Additional pickup each	\$ 32.83	\$ 33.86
1.5 cubic yard box		
One pickup per week	\$ 159.56	\$ 165.00
Each additional dump per week	\$ 141.18	\$ 146.18
Special or Additional pickup each	\$ 46.71	\$ 48.20
2 cubic yard box		
One pickup per week	\$ 204.88	\$ 211.94
Each additional dump per week	\$ 174.76	\$ 181.10
Special or Additional pickup each	\$ 60.24	\$ 62.18

3 cubic yard box		
One pickup per week	\$ 271.63	\$ 281.37
Each additional dump per week	\$ 239.53	\$ 248.51
Special or Additional pickup each	\$ 81.44	\$ 84.13

4 cubic yard box		
One pickup per week	\$ 363.61	\$ 376.63
Each additional dump per week	\$ 328.67	\$ 340.86
Special or Additional pickup each	\$ 107.45	\$ 111.02

6 cubic yard box		
One pickup per week	\$ 534.54	\$ 553.81
Each additional dump per week	\$ 486.92	\$ 505.06
Special or Additional pickup each	\$ 141.30	\$ 146.17

8 cubic yard box		
One pickup per week	\$ 712.73	\$ 738.43
Each additional dump per week	\$ 649.22	\$ 673.41
Special or Additional pickup each	\$ 188.39	\$ 194.89

Temporary Commercial Container Service

1 yard temporary service		
Delivery	\$ 21.32	\$ 21.83
Rent per day	\$ 0.61	\$ 0.62
Each pickup	\$ 26.44	\$ 27.32

1.5 yard temporary service		
Delivery	\$ 21.32	\$ 21.83
Rent	\$ 0.61	\$ 0.62
Each pickup	\$ 34.89	\$ 36.10

2 yard temporary service		
Delivery	\$ 21.32	\$ 21.83
Rent	\$ 0.61	\$ 0.62
Each pickup	\$ 44.05	\$ 45.60

3 yard temporary service		
Delivery	\$ 25.64	\$ 26.25
Rent	\$ 0.96	\$ 0.98
Each pickup	\$ 81.45	\$ 84.14

4 yard temporary service		
Delivery	\$ 25.64	\$ 26.25
Rent	\$ 1.14	\$ 1.17
Each pickup	\$ 107.44	\$ 111.01

6 yard temporary service		
Delivery	\$ 28.85	\$ 29.54
Rent	\$ 1.72	\$ 1.76
Each pickup	\$ 141.30	\$ 146.17
8 yard temporary service		
Delivery	\$ 28.85	\$ 29.54
Rent	\$ 2.03	\$ 2.08
Each pickup	\$ 188.39	\$ 194.89
Access Fee Weekly (Monthly Charge)	\$ 9.22	\$ 9.44
Access Fee EOW (Monthly Charge)	\$ 4.62	\$ 4.73
Access Fee 2x Weekly (Monthly Charge)	\$ 18.47	\$ 18.91
Lock Fee (each)	\$ 5.33	\$ 5.46
Cable Fee (each)	\$ 10.65	\$ 10.90
Return Trips, Containers	\$ 29.10	\$ 29.79
Addtl Yard (1 to 4 cubic Yards)	\$ 26.33	\$ 27.21
Additional Yard > 4 Yards	\$ 19.24	\$ 19.95

Item IV.**Permanent Drop Box**

10/20 cubic yard drop box		
First haul each month	\$ 243.60	\$ 249.40
Each additional haul	\$ 154.99	\$ 158.68
30 cubic yard drop box		
First haul each month	\$ 279.03	\$ 285.67
Each additional haul	\$ 172.71	\$ 176.82
40 cubic yard drop box		
First haul each month	\$ 305.98	\$ 313.26
Each additional haul	\$ 197.52	\$ 202.22

Temporary Drop Box

10/20 cubic yard drop box		
Delivery	\$ 153.81	\$ 157.47
Rent per day	\$ 5.61	\$ 5.74
Each pickup	\$ 158.54	\$ 162.31
30 cubic yard drop box		
Delivery	\$ 153.81	\$ 157.47
Rent per day	\$ 6.79	\$ 6.95
Each pickup	\$ 183.34	\$ 187.70

40 cubic yard drop box		
Delivery	\$ 153.81	\$ 157.47
Rent per day	\$ 7.68	\$ 7.86
Each pickup	\$ 217.60	\$ 222.78
<u>Customer owned compactor</u>		
20 cubic yard compactor drop box		
Each scheduled pickup	\$ 225.88	\$ 231.26
30 cubic yard compactor drop box		
Each scheduled pickup	\$ 237.68	\$ 243.34
40 cubic yard compactor drop box		
Each scheduled pickup	\$ 267.23	\$ 273.59
Drop box lids per month	\$ 14.17	\$ 14.51
Disposal rate per ton	\$ 106.77	\$ 109.50
 <u>ITEM V.</u>		
<u>Miscellaneous</u>		
Small Appliances, Furniture, etc	\$ 29.46	\$ 30.16
Large Appliances, Refrigerators, Freezers	\$ 64.84	\$ 66.38
Special haul rate packer-load & travel time	\$ 56.83	\$ 58.18

M. In addition to the sums stated by the prior paragraphs, there shall be an additional \$2.00 per customer per month added to the basic collection charge by and as costs of the City's billing and collection, including enforcement actions, to the extent and in the manner allowed by law, undertaken by the City to assure compliance with the mandatory solid waste disposal provisions of the City code. This charge shall be assessed as against each bill for service rendered. Additionally, state-imposed or city-imposed excise tax shall be added to the extent and in the manner provided by law.

SECTION II: INTERPRETATION

A. The rates established by Section I shall be effective as of the 1st day of January, 2022.

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

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

PASSED THIS _____ DAY OF _____, 2021, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2021.

CITY OF McCLEARY:

D. Brenda Orffer, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

City Attorney



HAROLD LEMAY ENTERPRISES, INC.
4201 Olympic Hwy, Aberdeen, WA 98520
Phone 360-533-1251

September 7, 2021

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

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

Dear Mayor and Council Members,

The Company is requesting the garbage and recycling rates to be adjusted effective January 1, 2022 pursuant to item 32 of the Garbage and Curbside Recycling Contract.

The Consumer Price Index for one year ending June 2021 has increased 2.97%. The contract allows 80% of the CPI for a 2.38% increase in the existing rates

The contract also allows the pass through of any disposal increase. Effective January 1, 2022 the county is increasing the tip fee at the Central Transfer Station from \$106.77 to \$109.50 per ton for an increase of \$2.73 per ton

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

Your consideration is appreciated.

Sincerely,

Roger Swalander
Site Manager

Cc: Laura Kapuscinski, Matt O'Connell, Tom Rupert

McCleary Rate Worksheet

2022

Current Gate Rate \$ 106.77
 New Gate Rate \$ 109.50
 Gate Rate Increase \$ 2.73
 Per Pound Increase 0.0014

CPI 2.97%
 City % of CPI 80%
 Adjusted CPI 0.0238

Item I. Residential Service	Current Rate	Adjustments		Proposed Rate	Summary	
		CPI	Disposal		Total Adj	Delta %
65/30 Gallon Monthly	\$ 11.86	\$ 0.28	\$ 0.04	\$ 12.19	\$ 0.33	2.76%
65 Gallon Monthly	\$ 16.40	\$ 0.39	\$ 0.09	\$ 16.88	\$ 0.48	2.93%
65 Gallon EOW	\$ 23.03	\$ 0.55	\$ 0.19	\$ 23.77	\$ 0.74	3.22%
65 Gallon Weekly	\$ 35.90	\$ 0.85	\$ 0.39	\$ 37.14	\$ 1.24	3.46%
Additional 65 Gallon (each)	\$ 10.64	\$ 0.25	\$ 0.09	\$ 10.98	\$ 0.34	3.22%
90 Gallon Monthly	\$ 18.68	\$ 0.44	\$ 0.13	\$ 19.26	\$ 0.58	3.10%
90 Gallon EOW	\$ 31.66	\$ 0.75	\$ 0.29	\$ 32.70	\$ 1.04	3.30%
90 Gallon Weekly	\$ 46.45	\$ 1.11	\$ 0.58	\$ 48.14	\$ 1.69	3.63%
Additional 95 Gallon (each)	\$ 15.18	\$ 0.36	\$ 0.13	\$ 15.68	\$ 0.50	3.27%
Return Trip	\$ 14.76	\$ 0.35		\$ 15.11	\$ 0.35	2.38%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.93	\$ 0.12	\$ 0.04	\$ 5.09	\$ 0.16	3.29%
Drive in Service	\$ 8.20	\$ 0.20		\$ 8.40	\$ 0.20	2.38%
Item II.						
<u>Commercial Cart Service</u>						
65 Gallon EOW	\$ 23.03	\$ 0.55	\$ 0.19	\$ 23.77	\$ 0.74	3.22%
65 Gallon Weekly	\$ 35.90	\$ 0.85	\$ 0.39	\$ 37.14	\$ 1.24	3.46%
90 Gallon EOW	\$ 31.66	\$ 0.75	\$ 0.29	\$ 32.70	\$ 1.04	3.30%
90 Gallon Weekly	\$ 46.45	\$ 1.11	\$ 0.58	\$ 48.14	\$ 1.69	3.63%
Return Trip	\$ 14.76	\$ 0.35		\$ 15.11	\$ 0.35	2.38%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.93	\$ 0.12	\$ 0.04	\$ 5.09	\$ 0.16	3.29%
Cart roll out charge each 5 to 25 ft	\$ 2.73	\$ 0.06		\$ 2.79	\$ 0.06	2.38%
For each added 25 ft	\$ 1.71	\$ 0.04		\$ 1.75	\$ 0.04	2.38%
Item III.						
<u>Permanent Commercial Container Service</u>						
1 cubic yard box						
One pickup per week	\$ 103.61	\$ 2.47	\$ 1.09	\$ 107.17	\$ 3.56	3.43%
Each additional dump per week	\$ 89.09	\$ 2.12	\$ 1.09	\$ 92.30	\$ 3.21	3.61%
Special or Additional pickup each	\$ 32.83	\$ 0.78	\$ 0.25	\$ 33.86	\$ 1.03	3.15%
1.5 cubic yard box						
One pickup per week	\$ 159.56	\$ 3.80	\$ 1.64	\$ 165.00	\$ 5.44	3.41%
Each additional dump per week	\$ 141.18	\$ 3.36	\$ 1.64	\$ 146.18	\$ 5.00	3.54%
Special or Additional pickup each	\$ 46.71	\$ 1.11	\$ 0.38	\$ 48.20	\$ 1.49	3.19%
2 cubic yard box						
One pickup per week	\$ 204.88	\$ 4.88	\$ 2.18	\$ 211.94	\$ 7.06	3.45%
Each additional dump per week	\$ 174.76	\$ 4.16	\$ 2.18	\$ 181.10	\$ 6.34	3.63%
Special or Additional pickup each	\$ 60.24	\$ 1.43	\$ 0.50	\$ 62.18	\$ 1.94	3.22%

3 cubic yard box							
One pickup per week	\$ 271.63	\$ 6.46	\$ 3.28	\$ 281.37	\$ 9.74	3.59%	
Each additional dump per week	\$ 239.53	\$ 5.70	\$ 3.28	\$ 248.51	\$ 8.98	3.75%	
Special or Additional pickup each	\$ 81.44	\$ 1.94	\$ 0.76	\$ 84.13	\$ 2.69	3.31%	

4 cubic yard box							
One pickup per week	\$ 363.61	\$ 8.65	\$ 4.37	\$ 376.63	\$ 13.02	3.58%	
Each additional dump per week	\$ 328.67	\$ 7.82	\$ 4.37	\$ 340.86	\$ 12.19	3.71%	
Special or Additional pickup each	\$ 107.45	\$ 2.56	\$ 1.01	\$ 111.02	\$ 3.57	3.32%	

6 cubic yard box							
One pickup per week	\$ 534.54	\$ 12.72	\$ 6.55	\$ 553.81	\$ 19.27	3.61%	
Each additional dump per week	\$ 486.92	\$ 11.59	\$ 6.55	\$ 505.06	\$ 18.14	3.73%	
Special or Additional pickup each	\$ 141.30	\$ 3.36	\$ 1.51	\$ 146.17	\$ 4.87	3.45%	

8 cubic yard box							
One pickup per week	\$ 712.73	\$ 16.96	\$ 8.74	\$ 738.43	\$ 25.70	3.61%	
Each additional dump per week	\$ 649.22	\$ 15.45	\$ 8.74	\$ 673.41	\$ 24.19	3.73%	
Special or Additional pickup each	\$ 188.39	\$ 4.48	\$ 2.02	\$ 194.89	\$ 6.50	3.45%	

Temporary Commercial Container Service

1 yard temporary service

Delivery	\$ 21.32	\$ 0.51		\$ 21.83	\$ 0.51	2.38%	
Rent per day	\$ 0.61	\$ 0.01		\$ 0.62	\$ 0.01	2.38%	
Each pickup	\$ 26.44	\$ 0.63	\$ 0.25	\$ 27.32	\$ 0.88	3.33%	

1.5 yard temporary service

Delivery	\$ 21.32	\$ 0.51		\$ 21.83	\$ 0.51	2.38%	
Rent	\$ 0.61	\$ 0.01		\$ 0.62	\$ 0.01	2.38%	
Each pickup	\$ 34.89	\$ 0.83	\$ 0.38	\$ 36.10	\$ 1.21	3.46%	

2 yard temporary service

Delivery	\$ 21.32	\$ 0.51		\$ 21.83	\$ 0.51	2.38%	
Rent	\$ 0.61	\$ 0.01		\$ 0.62	\$ 0.01	2.38%	
Each pickup	\$ 44.05	\$ 1.05	\$ 0.50	\$ 45.60	\$ 1.55	3.52%	

3 yard temporary service

Delivery	\$ 25.64	\$ 0.61		\$ 26.25	\$ 0.61	2.38%	
Rent	\$ 0.96	\$ 0.02		\$ 0.98	\$ 0.02	2.38%	
Each pickup	\$ 81.45	\$ 1.94	\$ 0.76	\$ 84.14	\$ 2.69	3.31%	

4 yard temporary service

Delivery	\$ 25.64	\$ 0.61		\$ 26.25	\$ 0.61	2.38%	
Rent	\$ 1.14	\$ 0.03		\$ 1.17	\$ 0.03	2.38%	
Each pickup	\$ 107.44	\$ 2.56	\$ 1.01	\$ 111.01	\$ 3.57	3.32%	

6 yard temporary service

Delivery	\$ 28.85	\$ 0.69		\$ 29.54	\$ 0.69	2.38%	
Rent	\$ 1.72	\$ 0.04		\$ 1.76	\$ 0.04	2.38%	
Each pickup	\$ 141.30	\$ 3.36	\$ 1.51	\$ 146.17	\$ 4.87	3.45%	

8 yard temporary service

Delivery	\$ 28.85	\$ 0.69		\$ 29.54	\$ 0.69	2.38%	
Rent	\$ 2.03	\$ 0.05		\$ 2.08	\$ 0.05	2.38%	
Each pickup	\$ 188.39	\$ 4.48	\$ 2.02	\$ 194.89	\$ 6.50	3.45%	

Access Fee Weekly (Monthly Charge)	\$ 9.22	\$ 0.22		\$ 9.44	\$ 0.22	2.38%
Access Fee EOW (Monthly Charge)	\$ 4.62	\$ 0.11		\$ 4.73	\$ 0.11	2.38%
Access Fee 2x Weekly (Monthly Charge)	\$ 18.47	\$ 0.44		\$ 18.91	\$ 0.44	2.38%
Lock Fee (each)	\$ 5.33	\$ 0.13		\$ 5.46	\$ 0.13	2.38%
Cable Fee (each)	\$ 10.65	\$ 0.25		\$ 10.90	\$ 0.25	2.38%
Return Trips, Containers	\$ 29.10	\$ 0.69		\$ 29.79	\$ 0.69	2.38%
Add'l Yard (1 to 4 cubic Yards)	\$ 26.33	\$ 0.63	\$ 0.25	\$ 27.21	\$ 0.88	3.34%
Additional Yard > 4 Yards	\$ 19.24	\$ 0.46	\$ 0.25	\$ 19.95	\$ 0.71	3.69%

Item IV.Permanent Drop Box

10/20 cubic yard drop box						
First haul each month	\$ 243.60	\$ 5.80		\$ 249.40	\$ 5.80	2.38%
Each additional haul	\$ 154.99	\$ 3.69		\$ 158.68	\$ 3.69	2.38%
30 cubic yard drop box						
First haul each month	\$ 279.03	\$ 6.64		\$ 285.67	\$ 6.64	2.38%
Each additional haul	\$ 172.71	\$ 4.11		\$ 176.82	\$ 4.11	2.38%
40 cubic yard drop box						
First haul each month	\$ 305.98	\$ 7.28		\$ 313.26	\$ 7.28	2.38%
Each additional haul	\$ 197.52	\$ 4.70		\$ 202.22	\$ 4.70	2.38%

Temporary Drop Box

10/20 cubic yard drop box						
Delivery	\$ 153.81	\$ 3.66		\$ 157.47	\$ 3.66	2.38%
Rent per day	\$ 5.61	\$ 0.13		\$ 5.74	\$ 0.13	2.38%
Each pickup	\$ 158.54	\$ 3.77		\$ 162.31	\$ 3.77	2.38%
30 cubic yard drop box						
Delivery	\$ 153.81	\$ 3.66		\$ 157.47	\$ 3.66	2.38%
Rent per day	\$ 6.79	\$ 0.16		\$ 6.95	\$ 0.16	2.38%
Each pickup	\$ 183.34	\$ 4.36		\$ 187.70	\$ 4.36	2.38%
40 cubic yard drop box						
Delivery	\$ 153.81	\$ 3.66		\$ 157.47	\$ 3.66	2.38%
Rent per day	\$ 7.68	\$ 0.18		\$ 7.86	\$ 0.18	2.38%
Each pickup	\$ 217.60	\$ 5.18		\$ 222.78	\$ 5.18	2.38%

Customer owned compactor

20 cubic yard compactor drop box						
Each scheduled pickup	\$ 225.88	\$ 5.38		\$ 231.26	\$ 5.38	2.38%
30 cubic yard compactor drop box						
Each scheduled pickup	\$ 237.68	\$ 5.66		\$ 243.34	\$ 5.66	2.38%
40 cubic yard compactor drop box						
Each scheduled pickup	\$ 267.23	\$ 6.36		\$ 273.59	\$ 6.36	2.38%
Drop box lids per month	\$ 14.17	\$ 0.34		\$ 14.51	\$ 0.34	2.38%
Disposal rate per ton	\$ 106.77		\$ 2.73	\$ 109.50	\$ 2.73	2.56%

ITEM V.Miscellaneous

Small Appliances, Furniture, etc	\$ 29.46	\$ 0.70		\$ 30.16	\$ 0.70	2.38%
Large Appliances, Refrigerators, Freezers	\$ 64.84	\$ 1.54		\$ 66.38	\$ 1.54	2.38%
Special haul rate packer-load & travel time	\$ 56.83	\$ 1.35		\$ 58.18	\$ 1.35	2.38%



Working to Build and Strengthen Business and Industry for a Prosperous Community

Your Regional Chamber of Commerce and Economic Development Council

Item 7.

September 30, 2021

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

Dear Mayor Orffer:

With 2021 quickly coming to a close, I want to thank you for your continued support of Greater Grays Harbor, Inc.

Recently, you received a letter requesting you to include us in the 2022 City of McCleary budget in the amount of \$1200.00.

Enclosed are two copies of the 2022 service contract between City of McCleary and Greater Grays Harbor, Inc. I would appreciate it if you could review the enclosed contracts and sign if acceptable, keeping a copy for your records and returning a copy to our office.

Once again, thank you for your support of GGHI. Your participation in our efforts is greatly appreciated. I look forward to working with you and your staff. Any time we can be of service, please call.

Sincerely,

Lynnette Buffington, CEO
Greater Grays Harbor, Inc.

Enclosures

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this day by and between the City of McCleary, Municipal Corporation, hereinafter referred to as the "MUNICIPALITY" and Greater Grays Harbor, Inc., hereinafter referred to as the "AGENCY":

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the MUNICIPALITY desires to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the service set forth in this contract;

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

I. SERVICES

The AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as AGENCY responsibilities throughout this Agreement.

The AGENCY shall provide a comprehensive, cooperative, and planned approach to economic development involving government, business, education, labor and others. Specific tasks shall include, without limitation:

- A. Encourage a favorable business climate;
- B. Encourage competitive and appropriate sites for business location and/or expansion;
- C. Encourage training and retraining of unemployed workers through cooperative efforts;
- D. Encourage tourism to Grays Harbor County through advertising, publicity and distribution of information;
- E. Find and encourage investment of capital in new and/or expanded business facilities and equipment;
- F. Identify, attract and assist relocation of new business to Grays Harbor County;
- G. Assist to correct problems which may hinder or prevent business existence, expansion or creation;
- H. Identify new inventions, innovations, markets and/or marketing potentials, and bring to fruition;
- I. Assist the City of McCleary, in identifying and carrying out its responsibilities and function in a cooperative and planned approach to economic development.
- J. Assist in the creation, development, and support of small businesses.

II. REPORTING REQUIREMENTS

The AGENCY shall submit periodic reports as required by the MUNICIPALITY which shall include, but not be limited to, a fiscal year revenue and expenditure report, and final annual evaluation report.

III. DURATION OF AGREEMENT

The effective day of this Agreement shall be January 1, 2022, and shall terminate on December 31, 2022. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

The MUNICIPALITY shall reimburse the AGENCY for the services performed under this Agreement, an amount of \$1,200, payable within thirty (30) days of contract execution.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The AGENCY agrees to maintain books, records, documents, and accounting procedures and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. The AGENCY agrees that the MUNICIPALITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

VI. COMPLIANCE WITH LAWS

The AGENCY, in performance of this Agreement, agrees to comply with all applicable federal, state, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

VII. NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Agreement, AGENCY agrees to comply with federal and state laws prohibiting discrimination in employment and delivery of services, including the Americans with Disabilities Act of 1990, as amended.

VIII. INDEMNIFICATION/HOLD HARMLESS

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the AGENCY's own risk and the AGENCY expressly agrees to indemnify, defend, and hold harmless the MUNICIPALITY and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the MUNICIPALITY which result from, arise out of, or are in any way connected with the services to be performed by the AGENCY under this Agreement.

IX. TERMINATION

If the AGENCY fails to comply with the terms and conditions of the Agreement, the MUNICIPALITY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 60 days notice in writing of intent to terminate.

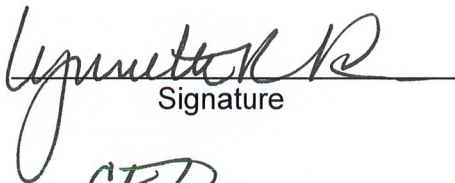
X. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this ____ day of _____, 20__.

Greater Grays Harbor, Inc
"Agency"

City of McCleary
"Municipality"


Signature

Signature

Title

Title

Signature

Signature

Title

Title



Company Address 1000 SW Broadway, Suite 1900
 Portland, Oregon 97205
 United States

Item 8.

Phone (866) 777-0069

Renewal Summary

THIS IS NOT AN INVOICE

This is a summary of your upcoming Springbrook Software contract renewal.

Account Information

Account Name	McCleary, WA - City of	Created Date	9/23/2021
Billing Address	100 S 3rd McCleary, Washington 98557 United States	Shipping Address	100 S 3rd McCleary, Washington 98557 United States
Billing Contact	Lindsay Blumberg	Billing Contact (Email)	lindsayb@cityofmcclary.com
Account Manager	Jen Hribar	Account Manager (Phone)	(503) 820-6279
Account Manager (Email)	jen.hribar@sprbrk.com		

Contract Details

Start Date	1/1/2022	End Date	12/31/2022
Payment Term	Net 90	Annual Uplift	5.00%
PO Required?	<input type="checkbox"/>	If a PO number is required on the invoice, a copy of the PO must be provided to Springbrook prior to invoice issuance.	

Products To Be Renewed

Product	Line Item Description	Quantity	Start Date	Expire Date	Sales Price	Total Price
Annual Report Services Renewal	Annual Report Services - Renewal	1.00	1/1/2022	12/31/2022	\$2,000.00	\$2,000.00
Cash Receipting Essentials Subscription	Cash Receipting Essentials Subscription	1.00	1/1/2022	12/31/2022	\$3,815.44	\$3,815.44
Enterprise User Subscription	12 Additional Enterprise User Subscription	0.54	6/18/2022	12/31/2022	\$2,041.20	\$1,102.25
Enterprise User Subscription	Enterprise User Subscription	6.00	1/1/2022	12/31/2022	\$170.10	\$1,020.60
Enterprise User Subscription	5 Additional Enterprise User Subscription	0.80	3/15/2022	12/31/2022	\$850.50	\$680.40
Financial Essentials Subscription	Financial Essentials Subscription	1.00	1/1/2022	12/31/2022	\$4,507.65	\$4,507.65
Payroll Plus Subscription	Payroll Plus Subscription	1.00	1/1/2022	12/31/2022	\$5,981.85	\$5,981.85
Permitting Essentials Subscription	Permitting Essentials Subscription	1.00	1/1/2022	12/31/2022	\$4,507.65	\$4,507.65
Utility Billing Essential Subscription	Utility Billing Essentials Subscription	1.00	1/1/2022	12/31/2022	\$5,229.16	\$5,229.16

Total

Grand Total \$28,845.00

Thank you for being a Springbrook customer, and we look forward to our continued partnership!



US_001_OU

Date Printed : 04-OCT-2021

Maintenance Renewal Quote

Page: 1 of 1

Customer Name: City of McCleary, WA
Customer Number: 17451
Bill To Contact: Lindsay Blumberg
Customer Address: 100 S. 3rd St.
McCleary,WA 98557-9652

Contract Number: SC00004517
Description: City of McCleary, WA - FCS & HW

Contract Duration: 01-FEB-2022 - 31-JAN-2023

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
SOFTWARE					
FCS SFTW, UP TO 2500 METERS, ELECTRONIC DELIVER		01-FEB-2022	31-JAN-2023	1	1,330.80
				Subtotal :	1 1,330.80
	SOFTWARE			Subtotal :	1 1,330.80
				Contract Grand Total :	1 1,330.80

NOTE: This is not an invoice

Post COVID Shut off Procedure

Customers who are past due, on the shut off list and have made NO contact with the City of McCleary regarding needing assistance, will be SHUT OFF on October 13th, 2021. They will receive a physical door tag on October 12th, 2021.

Council has approved an ARP Assistance amount of up to \$2,800.00 per qualifying past due customers. One time only. Funding cannot exceed \$40,000.00

To avoid disconnection or to restore power after being disconnected for nonpayment, the customer must pay 10% of their past balance and set up a deferred payment plan. The Deferred Payment Plan will start with a six-month timeline and could go up to a year. Once a deferred amount is decided, the customer will sign a contract. This contract will include the deferred amount and agreement between the customer and the City.

An excel spreadsheet will be created for each deferred payment plan customer. The total past due used to calculate the deferred payment will be backed out of the Springbrook billing and added to the excel spreadsheet. The spreadsheet will be printed each month and mailed out with the customer's billing. When a payment is made, it will be added to the spreadsheet and deducted from the balance owing.

If the customer defaults on the contract by being late on their payments, they will be subject to disconnection during the regular shut off schedule. If disconnected while on the deferred payment plan, the full past balance would need to be paid to get the utilities restored.

Shut off fees are set to start on October 11th, after 10am. \$20.00 fee.
Late fees are set to start the day after the billing due date, October 16th. Late fees are 5% of the balance owing.



City of McCleary
Home of the McCleary Bear Festival

DEFERRED PAYMENT PLAN CONTRACT WITH THE CITY OF MCCLEARY

DEFERRED PAYMENT PLAN TERMS:

1. The request and acknowledgment of terms must be in writing.
2. A payment of 10% of the past due balance is due immediately to start Deferred Payment Plan.
3. The City of McCleary will calculate your monthly Plan installment amount based off your delinquent balance or projected delinquent balance at time of first payment start date.
4. Once the Deferred Payment Plan starts, all current charges must be paid by the due date indicated on your monthly billing, in addition to the Deferred Payment Plan installment.
5. If the customer defaults on the Deferred Payment Plan and the utilities are disconnected, the Deferred Payment Plan is void. To restore utilities, the FULL past due balance must be paid.

CUSTOMER INFORMATION:

Name: _____ Account #: _____

Service Address: _____

Phone Number: _____ Email: _____

DEFERRED PAYMENT PLAN INFORMATION:

Current Delinquent Balance: \$ _____ Date of First Payment: _____

Date of Final Payment: _____ Term Length (in months): _____

Calculated Monthly Deferred Payment Amount: \$ _____

By signing below, I agree to the above terms.

Signature: _____ Date: _____

WASHINGTON

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

I. THE PARTIES. This Commercial Real Estate Purchase Agreement (“Agreement”) made on October 14, 2021 (“Agreement Date”), between:

City of McCleary (“Buyer”) with a mailing address of 100 South 3rd Street, McCleary, Washington, who agrees to buy, and

Grays Harbor Drug Task Force (“Seller”) with a mailing address of 100 West Broadway Suite 3, Montesano, Washington, who agrees to sell and convey real and personal property as described in Sections II & III. Buyer and Seller shall be collectively known as the “Parties.”

II. LEGAL DESCRIPTION. The real property along with improvements and fixtures thereon and with all appurtenant rights, privileges, and easements is best described as: (check one)

- Industrial Property
- Land (only)
- Multi-Family with _____ total residential units
- Office Building
- Retail Property
- Mixed Use Property (any combination of above)
- Other: Metal storage building.

Street Address: 55 Larson Road, McCleary, Washington

Tax Parcel Information (i.e., “Parcel ID” or “Tax Map & Lot”): 618051120000 approximately 232 acres, (including on property a steel warehouse approximately 2200 square feet in size with septic and well). 618051044001 approximately 41.05 acres, 618051133003 approximately 32 acres, 618051134007 approximately 27.84 acres, 618051112007 approximately 14 acres

Other Description:

III. PERSONAL PROPERTY. In addition to the real property described in Section II, the Seller shall include the following personal property:



Buyer's Initials _____ Seller's Initials _____

The real property in Section II and any personal property in Section III shall be collectively known as the "Property".

IV. PURCHASE PRICE. The Buyer agrees to purchase the Property by payment of \$ 3,250,000.00 as follows: (check one)

- **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than _____, 20____, at _____:____ AM PM. Seller shall have three (3) calendar days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

- **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions:

- a.) **Loan Application.** Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
- b.) **Contingency.** If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
- f.) **Fees.** Buyer agrees to pay all fees and satisfy all conditions in a timely manner required by the financial institution for processing the loan application. The interest rate offered by a lender or the availability of any financing program is a contingency of this Agreement. The availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project, and/or property approvals or interest rates.

- **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

- a.) **Loan Amount:** \$ _____
- b.) **Down Payment:** \$ _____
- c.) **Interest Rate** (per annum): ____%
- d.) **Term:** ____ Months Years
- e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before _____, 20____. The Seller shall have until _____, 20____, to approve the Buyer's documentation. In the event the Buyer fails to obtain Seller's



Buyer's Initials _____ Seller's Initials _____

approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) calendar days.

V. EARNEST MONEY DEPOSIT. After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$1,000.00 at time of signing ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted **is** **is not** required to be placed in a separate trust or escrow account in accordance with Washington law. The Earnest Money shall be held by Agreed to Title Company ("Escrow Agent").

a.) **Return of Deposit.** Unless otherwise specified in this Agreement, in the event any condition of this Agreement is not met and the Buyer has fulfilled any required notice obligation in a timely manner regarding the condition having not been met, the Escrow Money shall be returned in accordance with Washington law.

VI. INSPECTION PERIOD. Buyer shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Buyer determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both Parties. Buyer shall have until November 15, 2021, at 5:00 AM PM to notify Seller of its termination of this Agreement due to Buyer's determination that the Property is unsuitable for its intended purpose ("Inspection Period"). In the event Buyer elects to terminate this Agreement, Buyer shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Buyer provides said notice of termination, Seller and any Escrow Agent shall be obligated to return the Escrow Money to the Buyer as provided in Section V hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Buyer does not submit written notice of termination prior to the expiration of the Inspection Period, the Buyer shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed to be fulfilled. The Seller, at no expense, shall fully cooperate with Buyer in obtaining any and all approvals required from any Federal, State, or Local Government ("Governmental Approvals") necessary for Buyer to satisfy their needs during the Inspection Period for the suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period unless the Parties agree otherwise. Any additional agreements related to this Section must be done in writing and attached to this Agreement.

VII. SELLER'S DISCLOSURES. In order to meet the Buyer's obligations during the Inspection Period, the Seller shall be required to provide the following documents and records, to the extent they are within the possession or control of the Seller, at the Seller's sole cost and expense:

a.) **Title Commitment.** A title commitment ("Title Commitment") from a title company selected by the Seller to the Buyer's approval ("Title Company"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;



Buyer's Initials _____ Seller's Initials _____

- b.) **Disclosure Statement.** A disclosure statement of the Property signed and dated by the Seller;
- c.) **Other Agreements.** A true and correct copy of all management agreements and contracts affecting the Property;
- d.) **Studies and Reports.** All copies in the Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which the Seller is aware but that are not in their possession;
- e.) **Written Notices.** All copies of written notices relating to a violation of a Local, State, or Federal law including, without limitation, environmental laws relating to land use, zoning compliance, or building codes;
- f.) **Water Rights.** Water rights and/or water shares used in connection with the Property;
- g.) **Copies of Leases.** Copies of all current leases together with any ongoing evictions or legal matters related to the Property; and
- h.) **Other Documents.** Any other documents related to the Property that could serve as evidence to adversely affect its value.

Seller shall be required to provide the aforementioned disclosures within ____ calendar days after the Effective Date of this Agreement.

VIII. TITLE. Merchantable title shall be conveyed by Warranty deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the Property.

- a.) **Title Insurance.** At the Seller's expense Buyer's expense Shared expense of both Parties, the Seller shall provide the Buyer with a standard owner's policy insuring marketable title in the amount of the Purchase Price. If any matter disclosed by the Title Commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Property, the Buyer shall have the right to terminate this Agreement by giving the Seller written notice within 15 calendar days after copies of the Title Commitment, in accordance with Section VII, are delivered to the Buyer; otherwise, the Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed on the Title Commitment that is in the form of a lien that is liquidated in amount, and that can be readily discharged, shall not be grounds for termination of this Agreement by Buyer under this Section so long as the Seller discharges such lien(s) at Closing.

IX. SURVEY. The Parties agree that: (check one)

- **Seller's Recorded Surveys are Satisfactory.** The Parties agree that the survey provided in accordance with Section VII from the Seller's records shall be adequate to fulfill the survey obligations of the Buyer. If a survey is not provided by the Seller, a new survey shall be requested and provided to the Buyer at the expense of the Seller.



Buyer's Initials _____ Seller's Initials _____

- **New Survey Requested.** Buyer will, at the Seller's Buyer's Shared expense and within a timeframe allowed to deliver and examine title evidence, obtain a certified survey of the Property from a certified and registered surveyor within the State. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, such encroachments will constitute a title defect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within ____ calendar days of being notified of said title defect.

X. CURE PERIOD. Prior to any claim for default being made, either the Buyer or Seller will have an opportunity to cure any alleged default. If either Buyer or Seller fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying such non-compliance. The non-complying party shall have 15 calendar days after delivery of such notice to cure the non-compliance.

XI. CLOSING. The purchase of the Property shall be closed on November 30, 2021, at 5:00 AM PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be paid by the Seller and prorated as of the Closing.

a.) **Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of Buyer Seller Both Parties. The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

XII. SALE OF BUYER'S PROPERTY. Performance under this Agreement: (check one)

- **Shall not** be contingent upon the Buyer selling another property.

- **Shall be** contingent upon the Buyer selling another property with a mailing address of _____, City of _____, State of _____, within ____ calendar days from the Effective Date.

XIII. ASSIGNABILITY. This Agreement is: (check one)

- **Assignable.** If this Agreement may be assignable, the Buyer shall deliver a copy of the assignment agreement to the Seller at least ____ calendar days prior to Closing.

- **Not Assignable.**

XIV. NOTICES. All notices shall be in writing and may be delivered by the following acceptable method(s): (check all that apply)



Buyer's Initials _____ Seller's Initials _____

- E-Mail
- Certified Mail (with return receipt)
- Personal Delivery
- Other: _____

Such notices shall be sent to the respective Parties' mailing addresses listed in Section I unless otherwise listed below:

Buyer: _____

Seller: _____

XV. CONVEYANCE. Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey marketable title of the Property to the Buyer by the deed mentioned in Section VIII, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

XVI. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION. To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State, and Local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein, and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Buyer, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are or may be present on the Property.

XVII. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:

- a.) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws in the State of Washington or another State; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.
- b.) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and, in fact, the Property at Closing shall have the title status as described in Section VIII of this Agreement.
- c.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent



with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

d.) **Condemnation.** The Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

e.) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property, which does or will involve or affect the Property or title thereto. Seller will defend, indemnify, and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Buyer may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

f.) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. The Seller will pay or cause to be paid promptly all City, State, and County ad valorem taxes and similar taxes and assessments, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Property which are due on or prior to the Closing.

g.) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon the use of the Property or any part thereof.

h.) **No Violations.** The Seller has received no notice there are any violations of State or Federal laws, municipal or county ordinances, or other legal regulations or requirements with respect to the Property, including those violations referenced in Paragraph 7 above. The Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.



Buyer's Initials _____ Seller's Initials _____

i.) **Foreign Ownership.** Seller is not a “foreign person” as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the “amount realized” by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

j.) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

k.) **Mechanics and Materialmen.** At Closing, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one-hundred twenty (120) days prior to Closing.

XVIII. BUYER’S WARRANTIES, REPRESENTATIONS AND COVENANTS. Buyer: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of Washington or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

a.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer’s duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer’s duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

XIX. ESCROW AGENT. The Parties authorize the Escrow Agent to receive, deposit, and hold funds and other property in escrow, including Earnest Money, that is subject to collection and disburse them in accordance with the terms of this Agreement. The Parties agree that the Escrow Agent will not be liable to any person for mis-delivery of Escrow Money to the Buyer and the Seller, unless the mis-delivery is due to the Escrow Agent’s willful breach of this Agreement or gross negligence. If the Escrow Agent has doubt as to their duties or obligations under this Agreement, Escrow Agent may, at their sole decision:



Buyer’s Initials _____ Seller’s Initials _____

- a.) **Hold the Escrow Money.** Hold any Escrow Money until the Parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the Parties; or
- b.) **Deposit.** Deposit the Escrow Money with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the Parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Escrow Agent is a licensed real estate broker, Escrow Agent will comply with Washington law. In any suit in which Escrow Agent interpleads the escrowed items or is made a party because of acting as Escrow Agent hereunder, Escrow Agent will recover reasonable attorneys' fees and costs incurred, with these amounts to be paid from and out of the Escrow Money and charged and awarded as court costs in favor of the prevailing party.

XX. SELLER'S DEFAULT. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Escrow Money, in which case this Agreement shall terminate in full.

XXI. BUYER'S DEFAULT. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Escrow Money amount as full and complete liquidated damages for such default of Buyer. The Parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Escrow Money is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for any claims, injury, or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

XXII. ATTORNEYS' FEES. In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision shall include the Buyer, Seller, and any real estate agent, will be awarded reasonable attorneys' fees, costs, and expenses.

XXIII. DAMAGE TO THE PROPERTY. If the property is damaged, by fire or other casualty, after the Effective Date and before the Closing, the Seller will bear the risk of loss and the Buyer may cancel this Agreement without liability and the Escrow Money shall be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing the Property at the agreed-upon Purchase Price and the Seller will credit the deductible, if any, and transfer to the Buyer at Closing any insurance proceeds or Seller's claim to any insurance proceeds payable for the damage. The Seller will cooperate with and assist the Buyer in collecting



Buyer's Initials _____ Seller's Initials _____

any such proceeds. The Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

Furthermore, if any part of the Property, after the Effective Date and before the Closing, is taken in condemnation or under the right of eminent domain, or proceedings for such taking are pending or threatened, the Buyer may cancel this Agreement without liability and the Escrow Money will be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing what is left of the Property at the agreed-upon Purchase Price and the Seller will transfer to the Buyer at Closing the proceeds of any award or the Seller's claim to any award payable for the taking. The Seller will cooperate with and assist the Buyer in collecting such an award.

XXIV. OPERATION OF PROPERTY DURING AGREEMENT PERIOD. The Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to the Agreement and will take no action that would adversely impact the Property, tenants, lender, or business, if any. Any changes, such as renting vacant space, that materially affects the Property or the Buyer's intended use will be permitted only with the Buyer's consent.

XXV. CLOSING PROCEDURE. Unless otherwise agreed or stated herein, the Closing shall be in accordance with the laws located in the State of Washington.

a.) **Possession and Occupancy.** The Seller will deliver possession and occupancy of the Property to the Buyer at Closing. The Seller shall provide access to all locks, including keys, remote controls, and any security/access codes, necessary to operate all locks, mailboxes, and security systems.

b.) **Costs.** The Buyer will pay the Buyer's attorneys' fees, taxes, and recording fees on notes, mortgages, and financing statements and recording fees for the deed. The Seller will pay the Seller's attorneys' fees, taxes on the deed, and recording fees for documents needed to cure title defects.

c.) **Documents.** The Seller will provide: the deed, the bill of sale, mechanic's lien affidavit, originals of those assignable service and maintenance contracts that will be assumed by the Buyer after the Closing, letters to each service contractor from the Seller advising each of them of the sale of the Property, and if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by the Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases and updated rent roll; tenant and lender estoppel letters; tenant subordination, non-disturbance and attornment agreements (SNDA's) required by the Buyer or the Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, the Seller will certify to the buyer that the lease is correct. If the Seller is an entity, the Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. The Seller will transfer security deposits to the Buyer. The



Buyer's Initials _____ Seller's Initials _____

Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

d.) **Taxes and Prorations.** The real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by the Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before Closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at the request of either party, be readjusted upon receipt of the current year's tax bill; this provision will survive the Closing.

e.) **Special Assessment Liens.** Certified, confirmed, and ratified special assessment liens as of the Closing will be paid by the Seller. If a certified, confirmed, and ratified special assessment is payable in installments, the Seller will pay all installments due and payable on or before the Closing, with any installment for any period extending beyond the Closing prorated, and the Buyer will assume all installments that become due and payable after the Closing. The Buyer shall be responsible for all assessments of any kind which become due and owing after the Closing, unless an improvement is substantially completed as of the Closing. If an improvement is substantially completed as of the Closing but has not resulted in a lien before Closing, the Seller will pay an amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

XXVI. RECORDING. Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Washington, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

XXVII. ACCEPTANCE. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accept the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with a licensed real estate agent(s). The Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

a.) **Real Estate Agent(s).** If Buyer or Seller have hired the services of the licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.



Buyer's Initials _____ Seller's Initials _____

XXVIII. BINDING EFFECT. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXIX. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXX. DISCLOSURES. The following disclosures are attached to this Agreement and required to be read and signed by the Parties:

- a.) _____
- b.) _____
- c.) _____
- d.) _____

XXXI. DISPUTE RESOLUTION. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience, unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with Washington law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.
- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with Washington law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of probate, small claims, or bankruptcy court. The filing of court action to enable the recording of a notice of pending action, for an order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.



XXXII. TERMS AND CONDITIONS OF OFFER. This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. The Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and the Buyer subsequently defaults, the Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXXIII. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws in the State of Washington (“Governing Law”).

XXXIV. OFFER EXPIRATION. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked, and the Earnest Money shall be returned, unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by October 15, 2021, at 5:00 AM PM.

a.) Effective Date. The “Effective Date” of this Agreement is the date on which the last one of the Parties has signed or initialed and delivered this offer or the final counteroffer. Calendar days will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. local time of the next business day. Time is of the essence in this Agreement.

XXXV. ADDITIONAL TERMS & CONDITIONS. _____

XXXVI. ENTIRE AGREEMENT. This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Seller’s Signature: _____ **Date:** _____



Buyer’s Initials _____ **Seller’s Initials** _____

Print Name: _____

Seller's Signature: _____ **Date:** _____

Print Name: _____

Buyer's Signature: _____ **Date:** _____

Print Name: _____

Buyer's Signature: _____ **Date:** _____

Print Name: _____

Agent's Signature: _____ **Date:** _____

Print Name: _____

Agent's Signature: _____ **Date:** _____

Print Name: _____



Buyer's Initials _____ **Seller's Initials** _____

Notice of Intent

State of Washington LOCAL PROGRAM

Local Agency Information

Legal Name: City of McCleary

County: Grays Harbor County

Address: 100 S. 3rd Street

Contact Person: Dani Smith

Phone: 360-495-3667

E-mail: danis@cityofmccleary.com

MCAG No.:

Zip: 98557

Title: Clerk-Treasurer

Fax:

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): 5 parcels that total approximately 347 acres in City of McCleary limits.

Purpose of property (Please be specific and include dept. of use):

The City will use the property for transportation, utility, open space, public safety, and other municipal needs. Private development partnership

Total Project/Property Cost \$3,250,000.00

Finance term: 20 years

Local Funds \$ ()

Useful life:

Grants/Other \$ ()

Desired financing date: February 2022

LOCAL Financing Request: \$ 3,250,000.00

If **real estate**, the Real Estate Worksheet: Is attached Will be provided by (date):

Expected date of closing or executed Construction Contract:

If **equipment**, expected property delivery date:

Select how the property purchase price will be paid:

Reimbursement to Local Agency. *If expenditures are made prior to the COP closing date, a Reimbursement Resolution will be required with your financing documents. To comply with IRS requirements, expenditures made more than 60 days prior to the date of the resolution cannot be reimbursed.*

Direct payment to vendor. *Confirm the vendor is registered in the Statewide Vendor System at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services> or call 360.407.8180.*

Security Pledge

Voted general obligation of local government Non-voted general obligation of local government

Other Information

If any of the following apply, please provide a complete discussion on a separate page:

Yes No Is the local agency a party to significant litigation?

Yes No Has the agency received a bond rating in the last two years? If yes, bond rating(s):
(attach rating agency letter)

The Local Agency reasonably expects to be reimbursed for original expenditures made to acquire the personal/real property from sale proceeds of certificates of participation in a Personal/Real Property Financing Lease with the State Treasurer in the maximum amount expected to be financed as identified above. The Local Agency reasonably expects that the personal/real property will be used for its governmental purpose and not by any nongovernmental person for private business use.

Signature: _____

Date:

Printed Name: Dani Smith

Title: Clerk-Treasurer

Credit Application

State of Washington LOCAL PROGRAM

Please provide the following information with the agency's Notice of Intent to finance through the LOCAL PROGRAM.

General

Local Agency Name: City of McCleary

Located in the incorporated community of: Grays Harbor County

Population served: 1653

Please provide a brief background on the agency: when it was formed, recent changes in service area or tax base related to annexations or mergers.

Incorporated on January 6, 1943. No significant or recent changes in tax base related to annexations or mergers.

Are you aware of any proposed changes to the tax base of the agency such as plans to annex/merge/dissolve portions of a district/county/city)? If so, how would this affect the agency's size and operations?

No.

Provide the number of agency employees in each of the past three years. Do unions represent employees or bargaining groups? If yes, when do the associated contracts expire? Are labor relations considered satisfactory?

2019 - 24 employees; 2020 - 25 employees; 2021 - 25 employees.

Union representation, IBEW - expires December 31, 2022; FOP - expire December 31, 2023; Teamsters Local #252 - expires December 31, 2024

Discuss any major changes to significant employers or taxpayers in the area. Are you aware of pending closures or changes in employment levels?

No significant changes to employers or taxpayers in the area.

Not aware of pending closures or changes in employment levels.

Special Purpose Districts only: List facilities and major equipment operated by the district.

N/A

Litigation

Please accept or modify as appropriate, the following:

There is not now pending or, to the best of knowledge, threatened, any litigation restraining or enjoining the execution of the Local Agency Financing Agreement or the levy and collection of taxes to pay the payments thereunder. The City is party to routine legal proceedings and claims, and the collective impact of these legal proceedings and claims is not likely to have a material impact on revenues of the entity.

Assessed Valuation

Please complete the table below on assessed value, noting the source materials. Explain any unique or unusual valuation numbers (e.g. revaluation year).

Year of tax collection (include last 5 years)	Total assessed value for regular levy	Reduced assessed value for excess or bond levy
Current year		
2020	170,192,431	
2019	121,842,753	
2018	104,695,062	
2017	94,846,925	
2016	95,189,734	

Tax Levy and Rate

Provide the levy rate per \$1,000 assessed to taxpayers for the last five years, and the dollar amount of regular levy.

Year of Tax Collection	Regular Levy Rate per \$1,000	Regular Levy Total \$\$ Levied	Other Levy Rate per \$1,000	Bond Levy Rate per \$1,000	Levy Lid Lift Included? (Y/N) If Y, provide amount
Current Year					69,000
2020	2.3075550	392,728			69,000
2019	2.91806	355,544			69,000
2018	3,217849	336,892			69,000
2017	2.8157326	267,064			N
2016	2.7637677	263,082			N

Does the agency currently have authority to impose any voter-approved levy lid lifts in the future? If so, please describe the term(s) and authorized amount(s) of such lid lifts.

Yes, we have authority to impose voter-approved levy lid lifts in the future.
Approximately \$69,000 collection in 2021 and 2022.

Has the levy rate been reduced in recent years because of other taxing district levies?

No.

Are you aware of any potential or impending constraints or reductions associated with the agency's levy rates?

If yes, please explain.

Not aware of any potential or impending constraints or reductions associated with our levy rates.

Financial Operations

Statement of Revenues and Expenditures and Fund Balance Report

Basis of accounting: Cash Accrual

Please attach copies of the Statement of Revenues and Expenditures and Fund Balance Report for the General or Operating Fund, for the past five years. Clearly indicate whether each year has been audited. If financial statements are not available for the most recent year, please provide preliminary numbers. Please provide details to explain any unusual activity such as one-time expenditures or revenues.

The past 5 years of financial reports are attached

Budget – General/Operating Fund (2 years)

Please attach the budget summary for the General or Operating fund for the current and past year. Be sure it includes summary information on revenues and expenditures – do not send the entire budget.

Budget reports are attached

Please discuss any ending fund balance policies. Is there an expectation that the ending fund balance will be drawn down to a pre-determined level in the future? If so, why and when?

Service Contracts

Briefly describe any service contracts (terms, length, dollar value, etc), including contracts with cities, counties or special purpose districts within the applicant’s boundaries, if any. If such contracts constitute more than 10% of your agencies annual operating revenues or expenditures, please provide a history of the specific revenue/expenditures associated with the contract(s) and the remaining term of the contract(s). An example of such a contract might include a fire district that receives revenue from another entity for purposes of fire protection services outside of that fire district’s natural boundaries.

See attached

Debt

Outstanding Long-term Debt

Provide the following information on all outstanding debt. Include general obligation debt and other types of debt that are payable from the agency’s general or operating fund, as well as any outstanding state loans. Use an additional page or attachment if necessary.

	Debt No. 1	Debt No. 2	Debt No. 3
Description of debt	See attached		
First payment date			
Last payment date			
Voted or non-voted pledge	Non-voted	Non-voted	Non-voted
Amount originally borrowed			
Amount currently outstanding			
Annual payments due			
Fund responsible for repayment			

Short-term Obligations

Provide information on any short-term obligations including interfund loans or loans from the County Treasurer, noting the amount of the loan, the purpose, the repayment schedule and the fund source for repayment.

None

Additional Financing Plans

Discuss additional financing plans that are in process or anticipated over the next 18 to 24 months.

None

Expected payment source for COP lease payments

Does the agency anticipate making the COP lease payments from a source other than the agency's general or operating fund? If so please describe this alternative source of funds, provide a 5-year history and any other claims on this source of funds.

No

Reserves

Does the agency maintain any financial reserves outside of its general or operating fund? Please describe these reserves, provide a 5-year history and any expected expenditure of these reserve funds in the near future.

No

Provide any additional information that would be helpful for the review of the LOCAL PROGRAM credit application.

The information provided above is complete and accurate to the best of my knowledge. I am not aware of any additional information that would affect the Office of the State Treasurer's review of the agency.

Signature: _____

Date:

Printed Name: Dani Smith

Title:

Forward this application to the LOCAL Program
matthew.schoenfeld@tre.wa.gov
brianna.may@tre.wa.gov
Office of the State Treasurer, Legislative Building, PO Box
40200, Olympia, WA 98504-0200
(360) 902-9022

LOCAL Real Estate Financing and Project Overview

Item 12.

General

Common name of property/building	DTF Properties – McCleary Industrial and Commercial Parcels		
Address of property/building	55 Larson Road, McCleary, Washington 98557		
Contact Information			
Finance Contact	Real Estate/Construction Contact		
Name	Dani Smith	Name	Todd Baun
Title	Clerk-Treasurer	Title	Public Works Director
Phone	360-495-3667	Phone	360-495-3667
Email	danis@cityofmccleary.com	Email	toddb@cityofmccleary.com

Select the type of project you intend to finance:

- New Construction
 Acquisition of Property
 Refinancing – *Please provide a copy of the existing financing contract to OST*

Timing

Target acquisition date, if acquisition : 11/30/2021

Expected timing, if construction:

Bid date:

Construction start:

Construction completion:

Required Information and Documentation

Please attach a copy of the **legal description** of the property

The Legal Description is included

Has a title report or preliminary commitment for **title insurance** been obtained?

Yes No
If yes, please provide a copy to OST.

Estimated Project and Finance Information *

Please provide an estimated project budget as follows. All soft costs should be identified.

Acquisition Price	3,250,000.00
Acquisition Costs (provide detail)	
Title Insurance	
Phase I	
Other	
Other	
Construction Costs	
Contract price	
Architect/Engineer	
Other	
Total project cost	
Amount paid by agency	
Total amount to be financed	3,250,000

** Include only costs to be incurred by the Agency. All costs relating to the LOCAL Program financing will be estimated and provided by the Office of the State Treasurer.*

Desired length of financing	20 years
Repayment source (i.e. voted levy, revenue, savings from payment reductions)	City Revenue, timber and property sales

Use of Land or Building

Building size _____ sq ft

Who will occupy the building upon completion of the project?

What is the intended use of the building?

Who were the previous tenants?

What was the previous use?

Is the property to be acquired currently occupied by any agency of the State, or other local government agencies? Yes No

If so, are any private or federal government tenant leases expected to continue?

For any private or federal government leases that are expected to continue, please provide the following for EACH tenant:

- Business/agency use
- Ending date of lease term
- Terms of any renewal options
- Periodic lease payments (monthly) (annually)
- Square footage occupied
- Intended use by the State Agency

Any state agency leases that are expected to continue must be assigned to the State Agency. Also, for any private tenants, estoppels must be provided, and all security deposits and prepaid rents should be transferred to the Agency.

Does the Agency expect to enter into ANY type of management agreements, service contracts or other business arrangements relating to the property with any other parties? Possible sale of portions of property

Has a Phase 1 **Environmental Review** been performed? If so, were there any item that indicated the need for a Phase 2 review? Currently performing

Order No.
PT3374

Ref No.:
49 LARSON RD
MCCLEARY, WA 98557

Guarantee No.
LBGA 08003275

Item 12.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

RECEIVED

FEB 07 2019

G.H. COUNTY
PROSECUTING ATTORNEY



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By

[Handwritten signature]
[Handwritten signature]

President

Attest

Secretary

By

Warren S. Drake, Jr.

Schedule A

LOT BOOK GUARANTEE

Order No.	PT3374
Ref. No.	
Guarantee No.	LBGA 08003275
Liability	\$ 175.00
Fee	\$ 75.00
Tax	\$ 6.60
Total	\$ 81.60

1. Name of Assured:

GRAYS HARBOR COUNTY

2. Date of Guarantee: **January 28, 2019 at 8:00 a.m.**

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

**** SEE EXHIBIT "A" ATTACHED ****

A. The last recorded instrument purporting to transfer title to said land is:

STATUTORY WARRANTY DEED:

GRANTOR: PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), A WASHINGTON LIMITED PARTNERSHIP

GRANTEE: USA INVESTMENT GROUP LLC, A WASHINGTON LIMITED LIABILITY COMPANY

DATED: DECEMBER 17, 2012

RECORDED: DECEMBER 21, 2012

FILE NO.: 2012-12210053

EXCISE NO.: 207646

B. There are no mortgages, or deeds of trust which purport to affect said land, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**Exceptions:
NONE**

NOTE 1: **2018 GENERAL TAXES IN THE AMOUNT OF \$6,203.02 HAVE BEEN PAID IN FULL.**

TAX ACCOUNT NO.: 618051120000

AFFECTS: PARCEL A

2018 GENERAL TAXES IN THE AMOUNT OF \$1,391.10 HAVE BEEN PAID IN FULL.

TAX ACCOUNT NO.: 618051112007

AFFECTS: PARCEL B

Order No.
PT3374

Ref No.:

Guarantee No.
LBGA 08003275

EXHIBIT 'A'

The land referred to is situated in the County of Grays Harbor State of Washington, and is described as follows:

PARCEL A:

THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN;
EXCEPT NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY;
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

PARCEL B:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN,
LESS NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY AND LESS THE COUNTY ROAD;

LESS THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT;
THENCE SOUTH ALONG THE WEST LINE, 281 FEET;
THENCE EASTERLY 669 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID TRACT 330 FEET SOUTH OF NORTHEAST CORNER THEREOF;
THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, 330 FEET;
THENCE WEST ALONG THE NORTH LINE OF SAID TRACT, 669 FEET, MORE OR LESS TO THE POINT OF BEGINNING.
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

Order No.
PT3374

Ref No.:

Guarantee No.
LBGA 08003275

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The land referred to is situated in the County of Grays Harbor State of Washington, and is described as follows:

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THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN; EXCEPT NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY; SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

PARCEL B:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN, LESS NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY AND LESS THE COUNTY ROAD;

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THENCE SOUTH ALONG THE WEST LINE, 281 FEET;
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THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, 330 FEET;
THENCE WEST ALONG THE NORTH LINE OF SAID TRACT, 669 FEET, MORE OR LESS TO THE POINT OF BEGINNING.
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE

ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provisions of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS AND STIPULATIONS

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- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provisions of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

FTGIS 2TSGX

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the amount of liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured.

The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsement, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee,

(c) No amendment of endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

FTGIS 2TSGX

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the amount of liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured.

The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsement, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee,

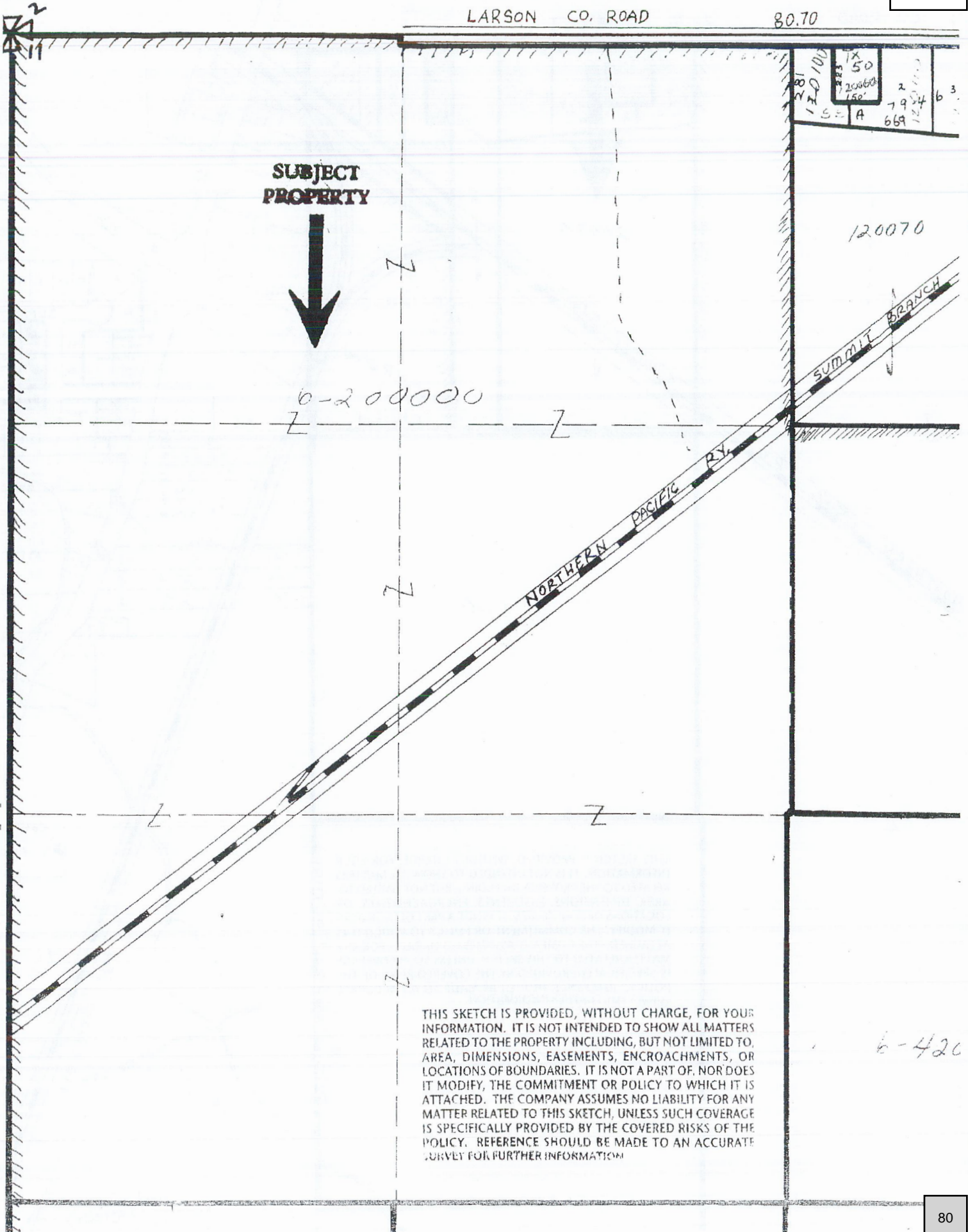
(c) No amendment of endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

LARSON CO. ROAD

80.70



THIS SKETCH IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS, OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

6-420

Schedule A

LOT BOOK GUARANTEE

Order No.	PT3376
Ref. No.	
Guarantee No.	LBGA 08003276
Liability	\$ 175.00
Fee	\$ 75.00
Tax	\$ 6.60
Total	\$ 81.60

1. Name of Assured:

GRAYS HARBOR COUNTY

2. Date of Guarantee: **January 28, 2019 at 8:00 a.m.**

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

**** SEE EXHIBIT "A" ATTACHED ****

A. The last recorded instrument purporting to transfer title to said land is:

COUNTY TREASURER'S DEED:

GRANTOR: KENNETH E. ALBERT AS TREASURER OF GRAYS HARBOR COUNTY,
STATE OF WASHINGTON

GRANTEE: USA INVESTMENT GROUP LLC

DATED: SEPTEMBER 15, 2017

RECORDED: NOVEMBER 6, 2017

FILE NO.: 2017-11060003

EXCISE NO.: 226257

SAID COUNTY TREASURER'S DEED IS A RE-RECORDING OF COUNTY TREASURER'S DEED RECORDED SEPTEMBER 28, 2017. UNDER AUDITOR'S FILE NO. 2017-09280038, RECORDS OF GRAYS HARBOR COUNTY.

B. There are no mortgages, or deeds of trust which purport to affect said land, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Exceptions:

NONE

NOTE 1: 2018 GENERAL TAXES IN THE AMOUNT OF \$573.42 HAVE BEEN PAID IN FULL.
TAX ACCOUNT NO.: 618051133006

NOTE 2: TITLE COMPANY NOTES PER THE GRAYS HARBOR COUNTY ASSESSORS OFFICE THE LAND USE IS DESIGNATED AS 91.

Schedule A

LOT BOOK GUARANTEE	Order No.	PT3376
	Ref. No.	
	Guarantee No.	LBGA 08003276
	Liability	\$ 175.00
	Fee	\$ 75.00
	Tax	\$ 6.60
	Total	\$ 81.60

1. Name of Assured:

GRAYS HARBOR COUNTY

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TAX ACCOUNT NO.: 618051133006

NOTE 2: TITLE COMPANY NOTES PER THE GRAYS HARBOR COUNTY ASSESSORS OFFICE THE LAND USE IS DESIGNATED AS 91.

Order No.
PT3376

Guarantee No.
LBGA 08003276

EXHIBIT 'A'

The land referred to is situated in the County of Grays Harbor State of Washington, and is described as follows:

PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN;
THENCE NORTH 0° 20' 11" WEST ALONG THE WEST SECTION LINE, A DISTANCE OF 24.25 FEET, TO THE NORTH BOUNDARY LINE OF STATE HIGHWAY SR 108, THE TRUE POINT OF BEGINNING;
THENCE NORTH 0° 20' 11" WEST A DISTANCE OF 305.75 FEET;
THENCE SOUTH 89° 13' 21" EAST A DISTANCE OF 273.78 FEET;
THENCE SOUTH 0° 20' 11" EAST A DISTANCE OF 304.28 FEET;
THENCE NORTH 89° 31' 49" WEST A DISTANCE OF 273.75 FEET TO THE TRUE POINT OF BEGINNING;
(ALSO KNOWN AS PARCEL 4 OF SS# 78-3, RECORDED MARCH 9, 1978, UNDER AUDITOR'S FILE NO. 122072);
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

PARCEL A-1:

A PERMANENT NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:
THE WEST 25 FEET OF THE SOUTH 40 FEET OF PARCEL 3 OF SS# 78-3, RECORDED MARCH 9, 1978, UNDER AUDITOR'S FILE NO. 122072;
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

Order No.
PT3376

Guarantee No.
LBGA 08003276

EXHIBIT 'A'

The land referred to is situated in the County of Grays Harbor State of Washington, and is described as follows:

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THENCE NORTH 0' 20' 11" WEST ALONG THE WEST SECTION LINE, A DISTANCE OF 24.25 FEET, TO THE NORTH BOUNDARY LINE OF STATE HIGHWAY SR 108, THE TRUE POINT OF BEGINNING;
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SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

ORT EGCS1

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.

(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.

(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.

(c) The identity of any party shown or referred to in Schedule A.

(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provisions of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS AND STIPULATIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonable pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant. To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
 (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
 (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the amount of liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured.

The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

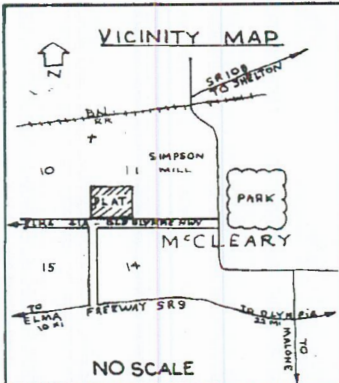
(a) This Guarantee together with all endorsement, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee,

(c) No amendment of endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



ACKNOWLEDGEMENT

This short plat is made with free consent and in accordance with the desires of the owner.

Ralph Pettyjohn

State of Washington } \$5.
County of Grays Harbor }

This is to certify that on this 27 day of Jan, 1977, before me the undersigned, a Notary Public, personally appeared Ralph Pettyjohn and he signed and sealed this document as his voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and official seal the day and year first above written.

Charles K. Brokke
Notary Public in and for State of Wash.
Residing at Quincy

G.H. COUNTY SHORT PLAT NO. _____

A PORTION OF SEC. 11 TWP. 18 N., R. 5 W., W.M.

ORIGINAL TRACT - THE WEST 726 FT. OF THE SOUTH 350 FT. OF S. W. 1/4 SEC. 11, TWP. 18 N., R. 5 W., W.M. LESS HIGHWAY.

ASSESSORS PARCEL NO. 18W0511-330010

NOTICE: IT IS ILLEGAL TO FURTHER DIVIDE SHORT PLATTED LOTS NO. 1, 2, 3, 4 DESCRIBED BELOW FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF RECORDING OF THIS MAP WITH THE COUNTY AUDITOR.

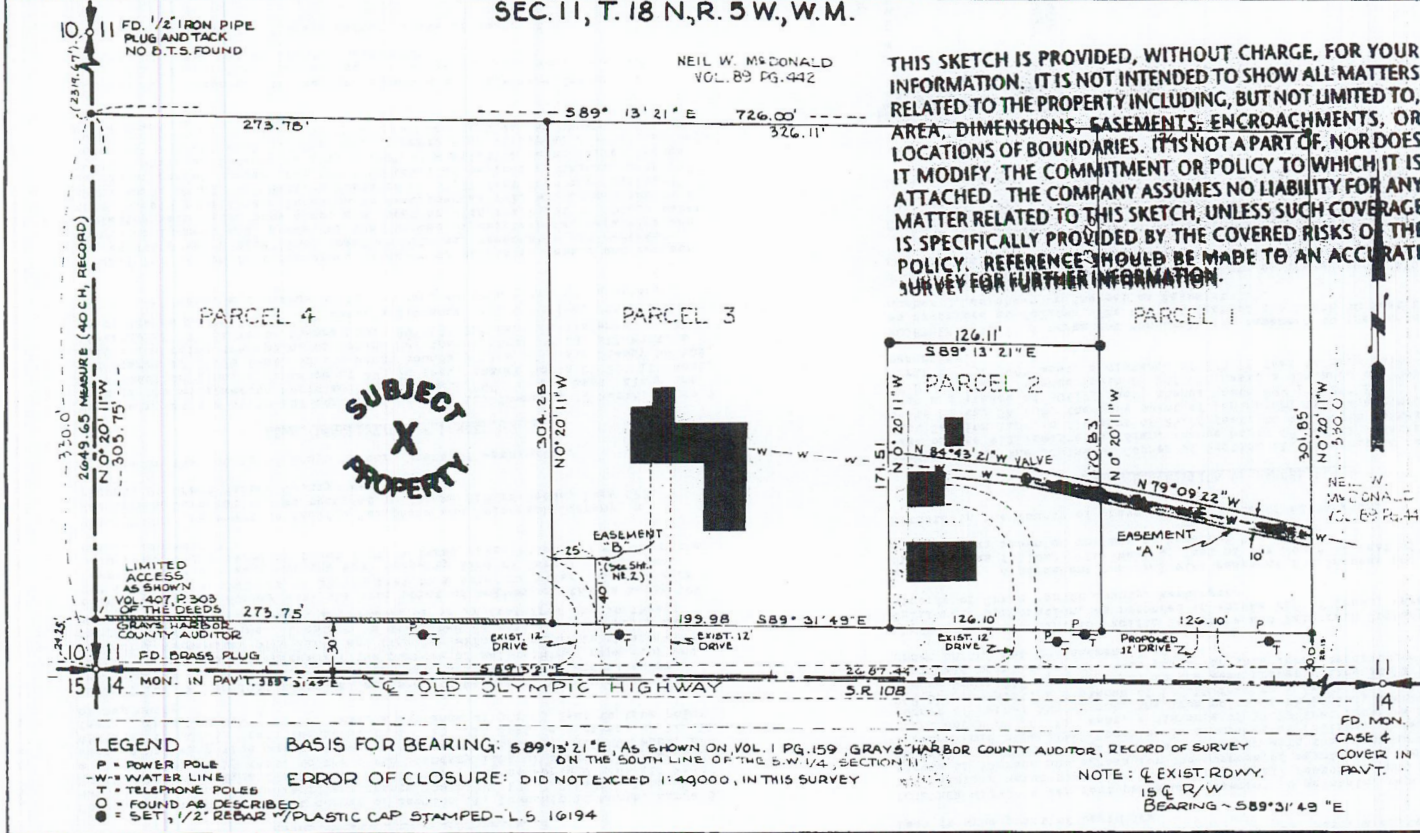
FUTURE PERMITS:
THE APPROVAL OF THIS SHORT PLAT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED

ACKNOWLEDGEMENTS AND CERTIFICATES

PLANNING DIRECTOR ADMINISTRATOR
Mel Williamson 3-9-78
DATE

HEALTH DEPARTMENT
PRELIMINARY INSPECTIONS INDICATE SOIL CONDITIONS MAY ALLOW USE OF SEPTIC TANKS AS A TEMPORARY MEANS OF SEWAGE DISPOSAL FOR SOME BUT NOT NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT PLAT. PROSPECTIVE PURCHASERS OF LOTS ARE URGED TO MAKE INQUIRY AT THE G.H. PACIFIC COUNTY HEALTH DEPARTMENT ABOUT THE ASSURANCE OF SEPTIC TANK PERMITS FOR SPECIFIC LOTS.

Water Supply Approved Disapproved _____
William J. Vogel 3-8-78
ENVIRONMENTAL HEALTH SPEC. DATE
Paul Sweet 3-8-78
DIRECTOR OF HEALTH DATE



PUBLIC WORKS DEPARTMENT
S. P. Blinn 3-8-78
ADMINISTRATIVE ENGR. DATE

COUNTY TREASURER
I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE SHORT PLATTED PROPERTY DESCRIBED HEREON ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

Charles J. Farned 3-7-78
DEPUTY TREASURER DATE

NAME AND ADDRESS OF ORIG. TRACT OWNER
RALPH AND FAYE PETTYJOHN
RTE. 1 BOX 5 MCCLEARY, WASH. 98557
495-2629
PHONE

EXISTING ZONING R-2
SOURCE OF WATER PUBLIC SYSTEM
SEWER SYSTEM SEPTIC TANKS
WIDTH AND TYPE OF ACCESS 60' PUBLIC ROAD

NO. OF SHORT PLATTED LOTS 4
SCALE 1" = 50'

LEGAL DESCRIPTION
THE WEST 726 FEET OF THE SOUTH 350 FEET OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN, LESS HIGHWAY, AS RECORDED UNDER AUDITORS NR. 77-02140 IN GRAYS HARBOR COUNTY RECORDS.

C.K. BROKKE & ASSOC.
SURVEYING - PLANNING - PROJECT MANAGEMENT

SURVEYED FOR: RALPH AND FAYE PETTYJOHN
RTE. 1 BOX 5 MCCLEARY WASH. 98557
PHONE: 495-3629

SCALE: 1" = 50'
DATE: 1-20-78
SURVEYED BY: C.K. BROKKE & ASSOC.
103 E. BROADWAY
MONTESANO, WASHINGTON 98563

DRAWN BY: MFD
CHECKED BY: NEM
DATE: 1-20-78

DWG. NO. 78M-100

SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of _____

Ralph Pettyjohn
in January, 1978

Signed and Sealed: *Charles K. Brokke*
Lic. No. 16194



AUDITOR'S CERTIFICATE
Filed for record this 9th day of March, 1978
at 2:00 P.M. in book 2 of maps
at page 21-22 at the request of _____

C.K. BROKKE & ASSOC.

Dana Gustafson *William J. Vogel*
Deputy Auditor

See Microfilm # 78-05056

LEGAL DESCRIPTION OF ORIGINAL PROPERTY

The west 726 Feet of the South 330 feet of the Southwest quarter of Section 11, Township 18 North, Range 5 West, of the Willamette Meridian, less Highway.

AND ALSO: Subject to the relinquishment of access rights on the Westerly 270.0 Feet as recorded in Volume 407, Page 303 of Deeds, Grays Harbor County.

AND ALSO: Subject to a easement to Pacific Telephone Company as recorded in Volume 218, Page 622 of Deeds, Grays Harbor County.

LEGAL DESCRIPTION OF PARCEL NO. 1

Commencing at the Southwest corner of Section 11, Township 18 North, Range 5 West of the Willamette Meridian; thence South 89° 13' 21" East, along the South section line, a distance of 726.00 feet, thence North 0° 20' 11" West, a distance of 28.15 feet, to the North Boundary line of State Hi-way SR 108, said point being true point of beginning; thence North 89° 31' 49" East, a distance of 302.53 feet; thence South 89° 13' 21" East, a distance of 126.11 feet; thence South 0° 20' 11" East, a distance of 301.85 feet to true point of beginning.

SUBJECT TO: A ten foot perpetual easement to maintain, repair and replace the existing water pipe line, together with all reasonable and necessary rights of ingress and egress for the purpose of maintaining, repairing and replacing said water pipe line, and together with the right to obtain water through said pipe line. Location is described as follows, commencing at a point North 0° 20' 11" West, a distance of 57.77 feet from the Southeast corner of Parcel Number one; the true point of beginning; thence North 79° 09' 22" West, a distance of 175.19 feet to a existing water valve; thence North 84° 43' 21" West, to the West property line of Parcel number two; said point being terminus point for this legal description. As shown on the map as easement "A".

SUBJECT TO: Easement to Pacific Telephone and Telegraph Company, a California Corporation, as recorded in Volume 218 of Deeds, Page 622, records of Grays Harbor County, Washington.

Situate in the County of Grays Harbor, State of Washington.

LEGAL DESCRIPTION OF PARCEL NO. 2

Commencing at the Southwest corner of Section 11, Township 18 North, Range 5 West of the Willamette Meridian; thence South 89° 13' 21" East, along the South section line, a distance of 473.78 feet; thence North 0° 20' 11" West, a distance of 26.79 feet, to the North boundary line of State Hi-way SR 108, said point being true point of beginning; thence North 0° 20' 11" West, a distance of 171.51 feet; thence South 89° 13' 21" East, a distance of 126.11 feet; thence South 0° 20' 11" East, a distance of 170.83 feet; thence North 84° 31' 40" West, a distance of 126.10 feet to true point of beginning.

SUBJECT TO: A ten foot perpetual easement to maintain, repair and replace the existing water pipe line, together with all reasonable and necessary rights of ingress and egress for the purpose of maintaining, repairing and replacing said water pipe line, and together with the right to obtain water through said pipe line. Location is described as follows, Commencing at a point North 0° 20' 11" West, a distance of 57.77 feet from the Southeast corner of Parcel Number one; the true point of beginning; thence North 79° 09' 22" West, a distance of 175.19 feet to a existing water valve; thence North 84° 43' 21" West, to the West property line of Parcel number two; said point being terminus point for this legal description. As shown on the map as easement "A".

SUBJECT TO: Easement to Pacific Telephone and Telegraph Company, a California Corporation, as recorded in Volume 218 of Deeds, Page 622, records of Grays Harbor County, Washington.

Situate in the County of Grays Harbor, State of Washington.

SUBDIVISION OF SEC. 11, TWP. 18N., R. 5W., W.M. IN GRAYS HARBOR COUNTY, WA. AS PER SURVEY RECORDED IN VOL. 1, PAGE 159, OF SURVEYS, G. H.C.

LEGAL DESCRIPTION OF PARCEL NO. 3

Commencing at the southwest corner of section 11, Township 18 North, Range 5 West of the Willamette Meridian; thence South 89° 13' 21" East, along the South section line, a distance of 273.78 feet; thence North 0° 20' 11" West, a distance of 25.72 feet, to the North boundary of State Hi-way SR 108, said point being true point of beginning; thence North 0° 20' 11" West, a distance of 304.28 feet; thence South 89° 13' 21" East, a distance of 326.11 feet; thence South 0° 20' 11" East, a distance of 131.70 feet; thence North 89° 13' 21" West, a distance of 126.11 feet; thence South 0° 20' 11" East, a distance of 171.51 feet; thence North 89° 31' 49" West, a distance of 199.98 feet to true point of beginning.

TOGETHER WITH: A ten foot perpetual easement to maintain, repair and replace the existing water pipe line, together with all reasonable and necessary rights of ingress and egress for the purpose of maintaining, repairing and replacing said water pipe line, and together with the right to obtain water through said pipe line. Location is described as follows, Commencing at a point North 0° 20' 11" West, a distance of 57.77 feet from the Southeast corner of Parcel Number one; the true point of beginning; thence North 79° 09' 22" West, a distance of 175.19 feet to a existing water valve; thence North 84° 43' 21" West, to the West property line of Parcel number two; said point being terminus point for this legal description. As shown on the map as easement "A".

SUBJECT TO: Easement to Pacific Telephone and Telegraph Company, a California Corporation, as recorded in Volume 218 of Deeds, Page 622, records of Grays Harbor County, Washington.

SUBJECT TO: A permanent non-exclusive easement for ingress and egress as described as follows: The West 25 feet of the South 40 feet of parcel Number 3, as shown on the map as Easement "B".

Situate in the County of Grays Harbor, State of Washington.

LEGAL DESCRIPTION OF PARCEL NO. 4

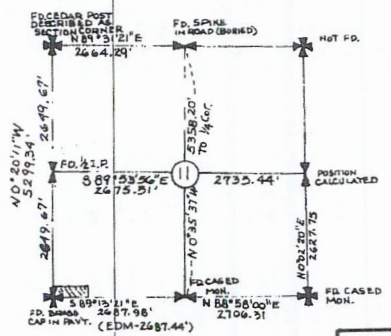
Commencing at the Southwest Corner of Section 11, Township 18 North, Range 5 West of the Willamette Meridian, thence North 0° 20' 11" West along the West Section line, a distance of 24.25 feet, to the North boundary line of State Hi-way SR 108, the true point of beginning; thence North 0° 20' 11" West a distance of 305.75 feet; thence South 89° 13' 21" East, a distance of 273.78 feet; thence South 0° 20' 11" East, a distance of 304.28 feet; thence North 80° 31' 49" West, a distance of 273.75 feet to true point of beginning.

TOGETHER WITH: A permanent non-exclusive easement to ingress and egress as described as follows: The West 25 feet of the South 40 feet of parcel number 3, as shown on the map as Easement "B".

SUBJECT TO: Relinquishment of access rights on the westerly 270.0 feet as recorded in Volume 407, Page 303 of Deeds, Grays Harbor County.

SUBJECT TO: Easement to Pacific Telephone and Telegraph Company, a California Corporation, as recorded in Volume 218 of Deeds, Page 622, records of Grays Harbor County, Washington.

Situate in County of Grays Harbor, State of Washington.



C.K. BROKKE & ASSOC.

SURVEYING - PLANNING - PROJECT MANAGEMENT
SHEET 2 OF 2 DWG. NO. 78M-100

Order No.
PT3375

Guarantee No.
LBGA 08003274

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

RECEIVED
FEB 07 2019
G.H. COUNTY
PROSECUTING ATTORNEY



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By Warren S. Drake, Jr.

By

[Handwritten signature]

President

Attest

[Handwritten signature]

Secretary

Schedule A

Item 12.

LOT BOOK GUARANTEE

Order No.	PT3375
Ref. No.	
Guarantee No.	LBGA 08003274
Liability	\$ 175.00
Fee	\$ 75.00
Tax	\$ 6.60
Total	\$ 81.60

1. Name of Assured:

GRAYS HARBOR COUNTY

2. Date of Guarantee: **January 24, 2019 at 8:00 a.m.**

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

**** SEE EXHIBIT "A" ATTACHED ****

A. The last recorded instrument purporting to transfer title to said land is:

STATUTORY WARRANTY DEED:

GRANTOR:	MCDONALD LAND COMPANY, A WASHINGTON CORPORATION
GRANTEE:	USA INVESTMENT GROUP LLC
DATED:	DECEMBER 18, 2012
RECORDED:	DECEMBER 21, 2012
FILE NO.:	2012-12210039
EXCISE NO.:	207633

B. There are no mortgages, or deeds of trust which purport to affect said land, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Exceptions:

NONE

NOTE 1: 2018 GENERAL TAXES IN THE AMOUNT OF \$123.90 HAVE BEEN PAID IN FULL.
TAX ACCOUNT NO.: 618051044001
AFFECTS: PARCEL A

2018 GENERAL TAXES IN THE AMOUNT OF \$131.92 HAVE BEEN PAID IN FULL.
TAX ACCOUNT NO.: 618051133003
AFFECTS: PARCEL B

2018 GENERAL TAXES IN THE AMOUNT OF \$766.36 HAVE BEEN PAID IN FULL.
TAX ACCOUNT NO.: 618051134001
AFFECTS: A PORTION OF PARCEL C

(CONTINUED)

2018 GENERAL TAXES IN THE AMOUNT OF \$83.84 HAVE BEEN PAID IN FULL.

TAX ACCOUNT NO.: 618051134007
 AFFECTS: A PORTION OF PARCEL C

2018 GENERAL TAXES IN THE AMOUNT OF \$419.30 HAVE BEEN PAID IN FULL.

TAX ACCOUNT NO.: 618051134002
 AFFECTS: PARCEL D

NOTE 2: TITLE COMPANY NOTES PER THE GRAYS HARBOR COUNTY ASSESSORS OFFICE THE LAND USE IS DESIGNATED AS 88 AND 91.

NOTE 3: ACCORDING TO THE RECORDS OF GRAYS HARBOR COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.: 618051044001
 LAND: \$9,853.00
 IMPROVEMENTS: \$0.00
 TOTAL: \$9,853.00
 AFFECTS: PARCEL A

TAX ACCOUNT NO.: 618051133003
 LAND: \$9,067.00
 IMPROVEMENTS: \$0.00
 TOTAL: \$9,067.00
 AFFECTS: PARCEL B

TAX ACCOUNT NO.: 618051134001
 LAND: \$49,600.00
 IMPROVEMENTS: \$0.00
 TOTAL: \$49,600.00
 AFFECTS: A PORTION OF PARCEL C

TAX ACCOUNT NO.: 618051133007
 LAND: \$4,370.00
 IMPROVEMENTS: \$0.00
 TOTAL: \$4,370.00
 AFFECTS: A PORTION OF PARCEL C

TAX ACCOUNT NO.: 618051134002
 LAND: \$26,600.00
 IMPROVEMENTS: \$0.00
 TOTAL: \$26,600.00
 AFFECTS: PARCEL D

INFORMATIONAL NOTE: Under law passed by the 1996 Washington State Legislature, a new format is required for documents submitted for recording after January 1, 1997. Under this standardization, certain information is required on the first page of each Contract, Deed, Deed of Trust, etc. For your information, therefore, Title Company provides the following information:

Assessor's Property Tax Parcel No. 618051044001, 618051133003, 618051134001,
 618051134007, 618051134002
 Abbreviated Legal Description: PTN S ½ SE 10-18-5; PTN S ½ SW 11-18-5

END OF REPORT

Order No.
PT3375

Guarantee No.
LBGA 08003274

EXHIBIT 'A'

The land referred to is situated in the County of Grays Harbor State of Washington, and is described as follows:

PARCEL A:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY OF THE RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY;
EXCEPTING THEREFROM THE FOLLOWING:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, 895 FEET EAST OF THE SOUTH QUARTER CORNER THEREOF;
THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SECTION TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY;
THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID SECTION;
THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING;
ALSO EXCEPTING THEREFROM THE FOLLOWING:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, 1025 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION;
THENCE NORTH 400 FEET;
THENCE WEST 200 FEET;
THENCE SOUTH 400 FEET TO THE SOUTH LINE OF SAID SECTION;
THENCE EAST ALONG SAID SOUTH LINE 200 FEET TO THE POINT OF BEGINNING;
ALSO EXCEPTING RIGHTS-OF-WAY FOR PUBLIC ROADS;
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

PARCEL B:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN, EXCEPTING THEREFROM THE EAST 112 FEET OF THE SOUTH 830 FEET THEREOF;
ALSO EXCEPTING THEREFROM THE WEST 726 FEET OF THE SOUTH 330 FEET THEREOF;
ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY OF THE OLD OLYMPIC HIGHWAY RUNNING ALONG THE SOUTHERLY LINE OF SAID TRACT;
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

PARCEL C:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN, LYING NORTH OF OLD OLYMPIC HIGHWAY;
EXCEPTING THEREFROM THE FOLLOWING:
BEGINNING AT THE INTERSECTOIN OF THE EAST LINE OF SAID SUBDIVISION WITH THE NORTH LINE OF OLYMPIC HIGHWAY;
THENCE WEST ALONG SAID NORTH HIGHWAY LINE 285 FEET;
THENCE NORTH 484 FEET, MORE OR LESS, TO THE SOUTH LINE OF ASH STREET, AS PLATTED IN THE THIRD ADDITION TO THE TOWNSITE OF MCCLEARY, AS PER PLAT RECORDED IN

VOLUME 6 OF PLATS, PAGE 56, RECORDS OF GRAYS HARBOR COUNTY, PRODUCED WEST;
 THENCE EAST ALONG SAID PRODUCED SOUTH LINE OF SAID ASH STREET, 285 FEET, MORE
 OR LESS, TO THE EAST LINE OF SAID SUBDIVISION;
 THENCE SOUTH, ALONG SAID EAST LINE OF SAID SUBDIVISION TO THE TRUE POINT OF
 BEGINNING;
 ALSO EXCEPTING THEREFROM THE FOLLOWING:
 BEGINNING AT A POINT ON THE NORTH LINE OF SAID OLD OLYMPIC HIGHWAY WHICH IS 285
 FEET WEST OF ITS INTERSECTION WITH THE EAST LINE OF SAID SUBDIVISION;
 THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION TO A POINT 360 FEET EAST OF
 THE WEST LINE OF SAID SUBDIVISION;
 THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, 416 FEET;
 THENCE EAST, PARALLEL WITH THE NORTH LINE OF OLD OLYMPIC HIGHWAY TO AN
 INTERSECTION WITH THE WEST LINE OF A TRACT OF LAND CONVEYED TO TOWN OF
 MCCLEARY BY DEED DATED FEBRUARY 15, 1967 AND RECORDED JUNE 26, 1967, UNDER
 AUDITOR'S FILE NO. 189724, RECORDS OF GRAYS HARBOR COUNTY;
 THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT 416 FEET TO THE POINT OF
 BEGINNING;
 SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON,

PARCEL D:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11,
 TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS
 FOLLOWS:
 BEGINNING AT A POINT ON THE NORTH LINE OF THE OLD OLYMPIC HIGHWAY 493 FEET WEST
 OF ITS INTERSECTION WITH THE EAST LINE OF SAID SUBDIVISION;
 THENCE WEST ALONG THE NORTH LINE OF SAID HIGHWAY TO A POINT 360 FEET EAST OF
 THE WEST LINE OF SAID SUBDIVISION;
 THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, 416 FEET;
 THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID HIGHWAY, TO THE NORTHWEST
 CORNER OF A TRACT OF LAND CONVEYED TO E. A. MCCURDY BY DEED RECORDED JULY 3,
 1961, UNDER AUDITOR'S FILE NO. 80331, RECORDS OF GRAYS HARBOR COUNTY;
 THENCE SOUTH 416 FEET TO THE POINT OF BEGINNING;
 EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE NORTH LINE OF THE OLD OLYMPIC HIGHWAY 493 FEET WEST
 OF ITS INTERSECTION WITH THE EAST LINE OF SAID SUBDIVISION;
 THENCE WEST ALONG THE NORTH LINE OF SAID HIGHWAY A DISTANCE OF 275 FEET;
 THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 250
 FEET;
 THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID HIGHWAY, A DISTANCE OF 275
 FEET;
 THENCE SOUTH A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING;
 ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE NORTH LINE OF THE OLD OLYMPIC HIGHWAY 493 FEET WEST
 OF ITS INTERSECTION WITH THE EAST LINE OF SAID SUBDIVISION;
 THENCE WEST ALONG THE NORTH LINE OF SAID HIGHWAY A DISTANCE OF 275 FEET;
 THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 250
 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
 THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 50
 FEET;
 THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID HIGHWAY, A DISTANCE OF 275
 FEET;
 THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 50
 FEET;
 THENCE WEST 275 FEET TO THE POINT OF BEGINNING;
 SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER THE SOUTHERLY 25 FEET OF THE PREMISES DESCRIBED IN WARRANTY DEED RECORDED JULY 6, 1972 UNDER AUDITOR'S FILE NO. 22557, RECORDS OF GRAYS HARBOR COUNTY, FOR UTILITY LINES, BOTH UNDERGROUND AND OVERHEAD, TOGETHER WITH THE RIGHT OF ENTRY ONTO SAID 25 FOOT STRIP FOR CONSTRUCTION, REPAIR, MAINTENANCE AND OPERATION OF SAID LINES. PROVIDED HOWEVER, THAT SUCH WORK WILL BE PERFORMED WITH A MINIMUM DISTURBANCE OF THE SURFACE RIGHTS, AND UPON COMPLETION OF THE SURFACE WILL BE RESTORED AS NEAR AS POSSIBLE TO ITS FORMER CONDITIONS.

ORT EGCS1

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.

(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.

(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.

(c) The identity of any party shown or referred to in Schedule A.

(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE

ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provisions of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS AND STIPULATIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant. To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the amount of liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured.

The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

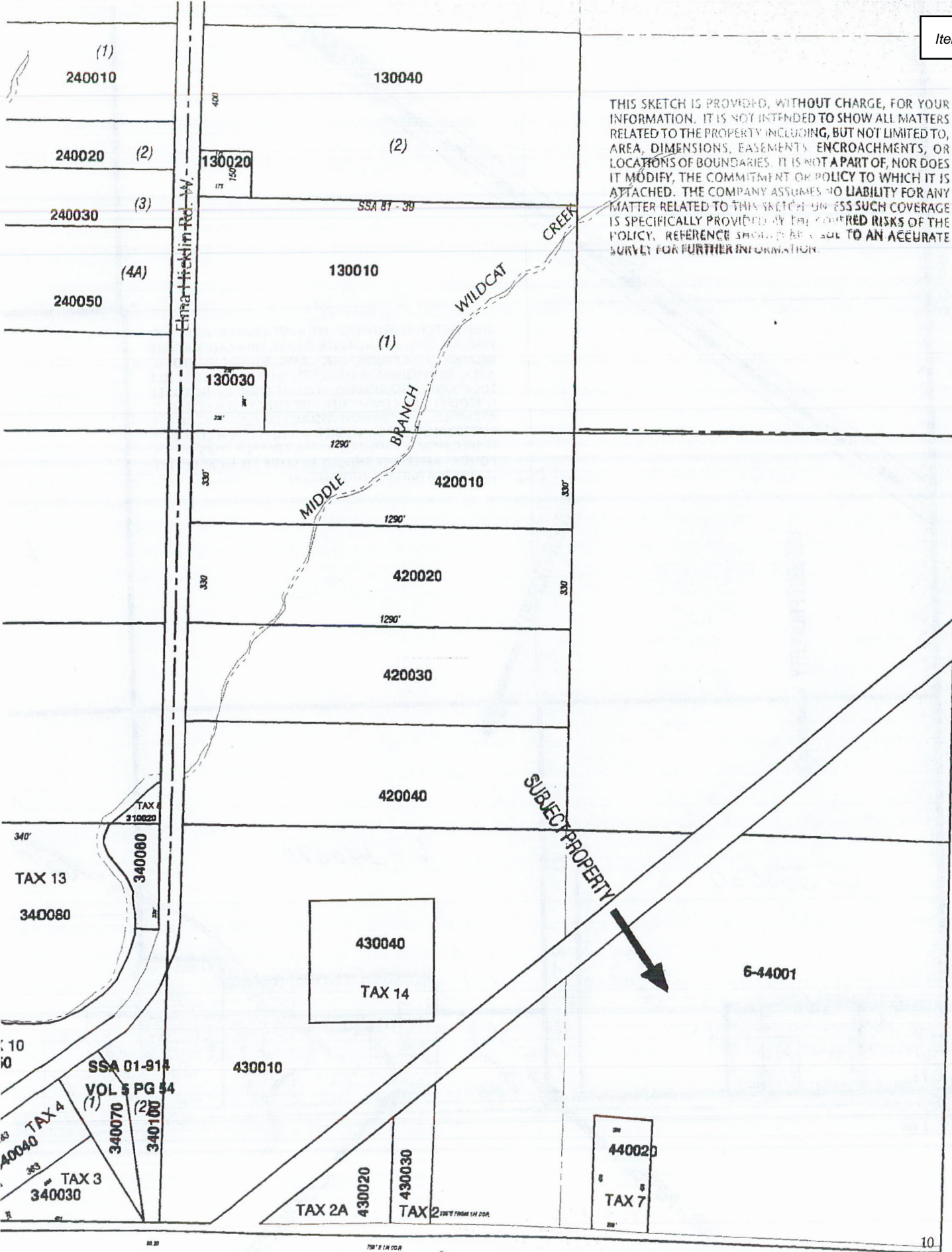
(a) This Guarantee together with all endorsement, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee,

(c) No amendment of endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



THIS SKETCH IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS, OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

SSA 01-914
VOL 5 PG 54

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MCCLEARY
AND THE MCCLEARY POLICE
OFFICERS ASSOCIATION**

This Memorandum of Understanding is dated for reference purposes the 13th day of October, 2021 and is agreed to by and between the City of McCleary ("City") and the McCleary Police Association ("Association").

WHEREAS, the City and the Association entered into a collective bargaining agreement on behalf of all regular full-time and regular part-time police officers for the period from January 1, 2021, through December 31, 2023; and

WHEREAS, nothing contained in this Memorandum of Understanding deletes, negates, or otherwise changes any Article or Section in the current CBA between the two parties other than the change herein;

NOW, THEREFORE, the City and the Association agree as follows:

Take Home Vehicles

Vehicles: 20.6 Officers in good standing are authorized to utilize their assigned vehicles for transportation to and from the officers' homes up to a distance of twenty (20) miles from the city limits of McCleary, provided that an officer living more than twenty (20) miles from the city limits may elect to pay monthly for use of a take-home car beyond the 20 mile limit at the IRS mileage rate based on the Google map distance to and from the officer's home address. Personal use of the police vehicle is otherwise prohibited. The reimbursement rate shall be determined by the officer and chief and authorized by the officer as a payroll deduction.

CITY OF MCCLEARY

MCCLEARY POLICE ASSOCIATION

Mayor

Randy Bunch

Date: _____



LOW-INCOME HOME HEATING ENERGY VENDOR AGREEMENT

OCTOBER 1, 2021 – SEPTEMBER 30, 2023

This agreement, dated as of October 1, 2021, is entered into by and between Coastal Community Action Program, and City of McCleary, supplier of home heating energy.

PURPOSE

Funding for Low-Income Home Energy Assistance Program (LIHEAP) payments is governed by Federal Law 42 U.S.C. 8624: Low-Income Home Energy Assistance Act of 1981, and subsequent amendments. This act requires that certain assurances be satisfied before energy assistance payments are made, on behalf of eligible individuals, to suppliers of home heating energy. This agreement defines the conditions that the Energy Vendor must agree to so that the Agency can make energy assistance payments to the Energy Vendor on behalf of eligible households.

Agency Responsibilities

The Agency shall:

1. Accept and review client applications and determine eligibility of households for LIHEAP payments.
2. Follow procedures that minimize the time elapsing between the receipt of LIHEAP funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households between October 1 and September 30, of the program year for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of LIHEAP funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's energy usage, balance and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

Energy Vendor Responsibilities

The Energy Vendor shall:

1. Immediately apply the benefit payment to customer's current/ past due bill, deposit/ reconnect requirements, or delivery of fuel to eliminate the amount owed by the customer for a period determined by the amount of the benefit, or;
2. Apportion the LIHEAP over several billing periods to reduce the amount owed by the customer until the benefit is exhausted, or;
3. Establish a line of credit for the customer to be used at the discretion of the customer until the benefit is exhausted.
4. Notify the customer of the amount of benefit payment applied to the customer's billing.
5. Keep customer records confidential.
6. Maintain records for four (4) years from the date of this agreement, or longer if the energy vendor is notified that a fiscal audit for a specific program year is unresolved.
7. Not treat adversely, or discriminate against any household that receives LIHEAP payments, either in the cost of the goods supplied or the services provided.
8. Upon request of the agency, provide eligible customer's energy consumption history for the sole purpose of determining customer benefit.
9. Comply with the provisions of the State law regarding winter disconnects and pertinent provisions of the Washington Administrative Code related to the winter moratorium, if governed by that ruling.
10. Make records available for review by authorized staff of the agency and Washington State Department of Commerce) and the U.S. Department of Health and Human Services.

Required records for audit purposes.

The vendor will keep records showing the following:

1. Name and address of households who received LIHEAP payments.
2. Amount of assistance accrued to each household.
3. Source of payment, (Energy Assistance, Project Help, etc).
4. Amount of the household's credit balance when the benefit payment establishes a line of credit. This credit balance also needs to show on all customer billing documents.

Credit Balances

In the event that a customer has a credit balance and no longer needs service from the energy vendor, the vendor shall:

1. Forward a check in the amount of any remaining credit balance directly to the customer, or, if directed by the customer, forward a two-party check for this balance to the customer in the customer's name and the name of the new home heating energy vendor.
2. If the customer passes away leaving a credit balance resulting from a LIHEAP payment, the remaining credit becomes part of the customer's estate.

- 3. The energy vendor shall dispose of all unclaimed credit balances according to customary procedures or applicable Washington State law.

Other Provisions:

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If LIHEAP funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency	Vendor
_____ Signature	_____ Signature
<u>Greg Claycamp</u> Printed Name	_____ Printed Name
<u>HCS Director</u> Title	_____ Title
Coastal Community Action Program Name of Company	City of McCleary Name of Company
_____ Date	_____ Date

RESOLUTION NO. _____

**RESOLUTION (ACCEPTING/REJECTING/MODIFYING) THE
PROPOSED ANNEXATION OF PORT BLAKELY TREE FARMS
UNDER RCW 35A.14.120.**

R E C I T A L S:

1. On May 27, 2021 the City Council received written notice from Mike Warjone, Owner of The Port Blakely Tree Farms, site address of Summit 40, McCleary, Washington (Parcel No. 180501110000), of said parties’ intention to commence annexation proceedings.

2. City staff and the City Council have reviewed the written notice and believe the written notice to be proper in form and substance.

3. The City Council agrees to (accept/reject/geographically modify the proposed annexation).

4. The request for annexation will not require the simultaneous adoption of a proposed zoning regulation.

5. The City Council agrees to assume all of any existing city indebtedness by the area requested to be annexed.

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

RESOLUTION - 1

*CITY OF McCLEARY
100 South 3rd Street
McCleary, WA 98557*

SECTION I: The City Council for the City of McCleary hereby accepts/rejects/geographically modifies) this initial annexation proposal.

SECTION II: The CFO/City Clerk and the Director of Public Works shall provide such distribution of this Resolution as may be required by law or is found to be in the City’s best interests from time-to-time.

PASSED THIS _____ DAY of _____, 2021, by the City Council of the City of McCleary, and signed in authentication thereof this _____ day of _____, 2021.

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

ATTEST:

DANI SMITH, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney



CITY OF MCCLEARY MAYOR AND CITY COUNCIL PROTOCOL MANUAL



McCleary City Council 1949

ADOPTED-

Attachment A to Resolution No. _____

Item 16.

Resolution

CITY OF MCCLEARY

CITY COUNCIL AND MAYOR PROTOCOL MANUAL

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Oath of Office

Newly elected officials may take the oath of office beginning on January 1, or oath the first Council meeting after the first of the year. Those who are elected to fill a position that had been filled by a person appointed may take the oath of office and assume position as soon as the election results are certified. The oath of office may be administered by the Clerk-Treasurer, or the mayor per [RCW 29A.04.133\(3\)](#).

Having been elected to the City of McCleary City Council, Position # _____:

I, _____, do solemnly swear (or affirm) that I will support the Constitution of the United States of America and the Constitution of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of City Council for the City of McCleary according to the best of my ability, so help me God.

Signature

Subscribed and sworn before me this ____ day of _____ 20__.

Clerk-Treasurer or Mayor

Foreword

In the course of serving as a public official, there are myriad issues with which you will become involved. This Protocol Manual attempts to centralize information on common issues related to local government and your role as a McCleary City Councilmember or Mayor.

The issues that are addressed in this publication are often complex and subjective. This manual is intended to be a guide and is not a substitute for the counsel, guidance, or opinion of the Mayor, City Attorney or City Staff.

The protocols included in this reference document have been formally adopted by the City Council. Provisions contained herein will be reviewed as needed to respond to changes in the law and the will of the Council.

Chapter 1- Introduction and Overview

McCleary's citizens trust their representatives to act in the best interest of the community in a way that follows the rule of law and is participatory, consensus oriented, accountable, transparent, responsive, equitable, inclusive, efficient and effective. The City Council and Mayor Protocol Manual is a resource to assist officials and staff in meeting these expectations.

Mayor-Council Form of Government

The City of McCleary is a Mayor-Council form of government. As described in the municipal code and Revised Code of Washington, certain responsibilities are vested in the City Council and the Mayor. Basically, this form of government prescribes that a City Council's role is that of a legislative policy-making body which determines not only the local laws that regulate community life, but also determines what public policy is and gives direction to the Mayor to administer the affairs of the city government in a businesslike and prudent manner.

Association of Washington Cities and Municipal Research & Service Center of Washington

The Code City Handbook, published by the Municipal Research & Services Center (MRSC), provides a wealth of general information on the major functions of a Councilmember's and Mayor's job as a locally elected official. Another publication that goes hand in hand with the handbook is Knowing the Territory, Basic Legal Guidelines for Washington Municipal Officials, published by MRSC. This report discusses basic powers; basic duties, liabilities, and immunities of officers; conflict of interest and appearance of fairness; prohibited uses of public funds, property, or credit; competitive bidding requirements; the Open Public Meetings Act; Public Records Act; and immunities from tort liability. These documents should be reviewed and considered an integral part of procedures utilized within the City.

Purpose of City Council and Mayor Protocol Manual

This Protocol Manual is to assist the City Council and Mayor by documenting accepted practices and clarifying expectations. Administration of City Council affairs is greatly enhanced by the agreement of the City Council, Mayor and staff to abide by these practices. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide the Council and Mayor in their actions.

Overview of Basic City Documents

This Protocol Manual provides a summary of important aspects of City and Council activities. However, it cannot incorporate all material and information necessary for undertaking the business of the City Council. Many other laws, plans, and documents exist which bind the City Council to certain courses of action and practices. The following is a summary of some of the most notable documents that establish City Council direction.

A. McCleary Municipal Code

The municipal code contains local laws and regulations adopted by ordinances. Title 1 of the code contains general provisions including City Classification. Title 2 of the Code addresses Administration and Personnel. In addition to these administrative matters, the municipal code contains a variety of laws including, but not limited to, zoning standards, health and safety issues, traffic regulations, building standards, and revenue and finance issues.

B. Employee Handbook

The Employee Handbook provides guidance and information related to the City's history, mission, values, policies, procedures, and benefits in written format. It is also viewed as mean of protecting the city against discrimination or unfair treatment claims. These policies and procedures have been adopted by the City as an exercise of the Mayor's authority under statute to direct the day-to-day operations of the City and accordingly its employees. New or revised policies and procedures may be adopted from time to time to facilitate the ongoing, efficient operations of the City. In addition, exceptions may, in the sole discretion of the mayor, be granted when appropriate to facilitate those operations. The City through its Mayor specifically reserves the right to appeal, modify or amend these policies at any time, with or without notice.

C. Revised Code of Washington

The Revised Code of Washington {RCW} contains many requirements for the operation of city government and administration of meetings of city councils throughout the state. McCleary is an "optional code city," which means it operates under Title 35A of the RCW and the "general laws" of the state. As an optional code city of the State of Washington, McCleary is vested with all the powers of incorporated cities as set forth in the RCW, Constitution of the State of Washington, and McCleary Municipal Code. As a Mayor-Council Code city, McCleary is specifically governed by Chap. 35A.12 of the RCW.

D. Annual Budget

The budget is the primary tool and road map for accomplishing the goals of the City. The budget document is the result of one of the most important processes the City undertakes. By adopting the budget, the City Council makes policy decisions, sets priorities, allocates resources, and provides the framework for government operations.

E. Annual Financial Report

The annual financial report includes the financial statements of the City for a calendar year. It includes the financial condition of the City as reflected in the balance sheet, the results of operations as reflected in income statements, an analysis of the uses of City

funds, and related footnotes. The annual financial report includes statements for the various groups of funds and a consolidated group of statements for the City as a whole.

F. Comprehensive Plan

A comprehensive plan addresses the City's long-range planning needs relative to land use, transportation, economic development, utility planning and other planning elements. The City's comprehensive plan is reviewed on an ongoing basis, but may only be revised once a year, except as provided by State law.

G. Six Year Capital Improvement Program

The Six-year Capital Improvement Program serves as a guide for determining priorities, planning, financing, and constructing capital projects which add to, support, or improve the physical infrastructure, capital assets, or productive capacity of city services.

H. Disaster Preparedness Plan

The City maintains a disaster preparedness plan that outlines actions to be taken during times of extreme emergency. The Mayor is called upon to declare the emergency, and then the Police Chief directs all disaster response activities. The City Council may be called upon during an emergency to establish policies and approve expenditures related to a specific incident.

Orientation of New Members

It is important for the members of the City Council to gain an understanding of the full range of services and programs provided by the City. As new members join the City Council, the Mayor, an experienced Council Member and City Administration will host an orientation program that provides an opportunity for members to tour municipal facilities and meet with staff. Newly Elected Mayors will also be given the opportunity to meet with experienced City Councilmembers and City Administration to learn City operations. Another training opportunity for new members is the Association of Washington Cities-sponsored newly elected official's orientation AND the annual Association of Washington Cities conference. Members are highly encouraged to attend both of these excellent training and networking opportunities. At any time, if there are facilities or programs about which you would like more information, arrangements will be made to increase your awareness of these operations.

The Open Government Training Act ([ESB 5964](#)) requires many public officials, all appointed public disclosure officers ([RCW 42.56.080](#)) and state agency appointed records officers ([RCW 40.14.040](#)) to receive public records training.

This act requires training on Washington's public records and open government requirements which are in state law:

- Preservation and Destruction of Public Records ([Chapter 40.14 RCW](#)), which is under the authority of the Office of the Secretary of State.

The Office of the Attorney General has the authority over the other two statutes covered in the Open Government Training Act:

- Public Records Act ([Chapter 42.56 RCW](#))
- Open Public Meetings Act ([Chapter 42.30 RCW](#) and [Chapter 42.32 RCW](#)), also under the Authority of the Office of the Attorney General.

For Public Records Act and Open Public Meetings Act Training, please visit the [Washington State Office of the Attorney General Open Government Training page](#).

Training is critical in correctly implementing and complying with the laws. As a risk management and mitigation tool, training and education can help avoid or reduce litigation and its costs.

Managing records and information supports compliance with not only public records laws and requirements, it also promotes compliance with audits. Records and information are among an agency’s most important business assets and support an agency’s business needs and other legal obligations.

Team Retreats

Periodically, the Mayor, members of the McCleary City Council and appropriate staff representatives, may hold a retreat to discuss and establish key team issues, goals and priorities and develop agreements to optimize performance with a particular focus on developing a strong leadership team to direct the McCleary municipal government. These meetings are to be scheduled as Special Meetings and will be open to the public.

Chapter 2- McCleary City Council and Mayor: General Power and Responsibilities

City Council Generally

Fundamentally, the powers of the City Council are to be utilized for the good of the community and its residents; to provide for the health, safety and general welfare of the citizenry. The City Council is the policy making and lawmaking body of the City. State law and local ordinances grant the powers and responsibilities of the Council.

It is important to note that the Council acts as a body. No member has any extraordinary powers beyond those of other members. When it comes to establishing policies, voting, and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of

action. Council Members should respect adopted Council policy. In turn, it is staff's responsibility to ensure the policy of the Council is upheld.

Actions of staff to pursue the policy direction established by a majority of Council do not reflect any bias against Council Members who held a minority opinion on an issue.

A. Council Non-Participation in Administration

In order to uphold the integrity of the Mayor-Council form of government, and to provide proper checks and balances, members of the City Council refrain from becoming directly involved in the administrative affairs of the City. As the Council is the policy making body and the maker of local laws, its involvement in enforcement of ordinances would only damage the credibility of the system.

Except for the purpose of inquiry, the Council and its members will deal with City staff solely through the Mayor or designee, and neither the Council nor any committee or member of a committee shall give orders to any subordinate of the Mayor. Subject to RCW 42.30.110 and the holding of executive sessions to discuss and review personnel matters, the Council is not prohibited, while in open session, from fully and freely discussing with the Mayor anything pertaining to appointments and removals of City officers and employees and City affairs.

Role of Council Members

Members of the McCleary City Council are collectively responsible for establishing policy, adopting an annual budget, and providing vision and goals to the Mayor and Departments. The following outline is a brief description of the various duties of Council Members. The description is not intended to be comprehensive, but rather it is an effort to summarize the primary responsibilities of the Council.

- A) Summary of Council Duties and Responsibilities as Provided in, but not Limited to, the Washington Administrative Code and Revised Code of Washington
- 1) Establish Policy
 - a) Adopt goals and objectives.
 - b) Establish priorities for public services.
 - c) Approve/amend the operating and capital budgets.
 - d) Adopt Resolutions.
 - e) Approve contracts in excess of the dollar threshold signing authorities the Council has delegated to the Mayor, City Administration and other City Employees.
 - f) Amend the Comprehensive Plan
 - 2) Enact Local Laws
 - a) Adopt ordinances including zoning, development regulations and comprehensive plan.
 - b) Amend the McCleary Municipal Code
 - 3) Establish Boards/Committees

- a) Confirm appointments to certain advisory bodies (currently the Planning Commission, Police Advisory Committee, and Land Use Hearing Examiner, require Council confirmation/approval; others are director Mayoral appointments.)
 - b) Provide direction to advisory bodies.
- 4) Provide Public Leadership
 - a) Relate wishes of constituents to promote representative governance.
 - b) Mediate conflicting interests while building a consensus.
 - c) Call special elections as necessary.
 - d) Communicate the City's vision and goals to constituents.
 - e) Represent the City's interest at regional, county, state, and federal levels.
- 5) Decision-Making
 - a) Study problems.
 - b) Review alternatives.
 - c) Determine best course of public policy.
- 6) Personnel Matters
 - a) Adopt personnel policies, establish positions, set wages and benefits.
 - b) Establish bargaining parameters and approve final labor contracts.
- 7) Budget
 - a) Establish goals and priorities which provide framework for budget- discuss and adopt final budget and amend as needed.
 - b) Set city tax rates, to the extent permitted by statutes.
 - c) Set utility rates and other fees as required.
- 8) Council Meetings
 - a) Adopt Council rules of procedure.
 - b) Participate in preparation of council meeting agenda as provided in council rules.
 - c) Discuss all policy matters and make decisions following the adopted rules.
- 9) Relationships with Other Entities
 - a) Decide whether City will participate in optional government organizations, provide guidance to Mayor or other city representatives.
 - b) Serve as City representative on certain intergovernmental bodies.

Role of Mayor

The Mayor-Council plan of government is outlined in RCW 35A.12. The powers and duties of the Mayor include:

- Chief Executive and Administrative Office
- General supervision over the staff administrative affairs of the city
- Hire (subject to the above process, when possible), fire, supervise and discipline all city employees (civil service rules and labor contracts must be followed, if applicable) The City Council authorizes positions through the budget process; based

upon that authorization, the Mayor makes the appointments. The Mayor appoints members to the Civil Service Commission.

- Negotiate labor contracts (sometimes Mayor is not member of negotiating team and delegates this duty)
- Prepare Council Meeting agenda, preside over meetings, report to Council on matters involving city administration, propose policy initiatives or changes
- As presider of meetings, facilitate an orderly meeting process
- Vote on measures to the extent allowed by the statutes and veto ordinances, as permitted by statutes
- Keep Council informed on city affairs
- Propose policy and implement as adopted by Council and report back regarding policy implementation and possible improvements
- Work with staff to develop preliminary budget
- Lead Council in process of establishing goals and priorities for the City of McCleary
- Implement budget adopted by Council, provide regular financial reports and present alternatives when Council has to deal with budget problems
- Sign contracts, supervise contract performance, enforce contracts
- Represent City as official spokesperson, in accordance with views or goals set by Council
- Act as official head of City for ceremonial events

City Council/Mayor Relationship

The relationship between the City Council and Mayor honors the fact that the Mayor is the chief executive of the City. All dealings with the Mayor, whether in public or private, should respect the authority of the Mayor in administrative matters. Disagreements should be expressed in policy terms, rather than in terms that question satisfaction with or support of the Mayor.

The Mayor respects and is sensitive to the policy responsibilities of the City Council and acknowledges that the final responsibility for establishing the policy direction of the City is held by the City Council.

A. Annual Goal Setting

The Mayor and City Council may meet on an annual basis to ensure that both the City Council and Mayor are in agreement about performance and goals based upon mutual trust and common objectives. Department Heads may participate as needed.

Absence of Mayor and Council Members

In the absence of the Mayor, the Mayor Pro-tem shall perform the duties of the Mayor. When both the Mayor and Mayor Pro-tem are absent, the Council may choose from among its members

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a person to serve as acting mayor, who shall, for the term of such absence, have the powers of the Mayor.

If the Mayor or other Council Members are absent from the City requiring them to miss a Council Meeting or Committee assignment, they shall notify the Mayor and City Clerk of such absence.

Election of Mayor Pro Tempore

Procedures for electing the Mayor Pro Tempore are as follows:

A. Biennial Appointment of Mayor Pro Tempore

Biennially at the first meeting of a new council, or periodically, Council members, by majority vote, may designate one of their members as mayor pro tempore or Mayor Pro Tempore for such period as the council may specify, to serve in the absence or temporary disability of the mayor.

B. Resignation of Mayor Pro Tempore

If the Mayor Pro Tempore resigns, the City Council will appoint a new Mayor Pro Tempore, using the procedure outlined above. Such newly appointed Mayor Pro Tempore shall serve the remainder of the term.

Advisory Bodies and Council Participation on Outside Boards

A. Creation of Boards and Commissions

The City Council is specifically empowered to create or dissolve all advisory boards and commissions pursuant to the provisions of Title 35A RCW, or such advisory boards or commissions not specifically enumerated, as the Council deems necessary or advisable. In the exercise of this power, the City Council may act to establish a consistent policy in its decision-making role to fairly and equitably evaluate those citizens of the community who demonstrate desire to serve on such boards or commissions. Such policy may be established in the McCleary Municipal Code or as a supplement to this Council Protocol Manual.

B. Councilmembers on Outside Boards

The City Council is often requested to appoint Councilmembers to serve on outside boards, councils, commissions, or committees. This type of representation serves to facilitate communication and provide interaction with other governmental bodies. The City Council appoints members to some of these groups on an as-needed or as-requested basis.

Membership appointment to these groups shall be made by consensus of the Council. If more than one Councilmember desires to serve as a member of a particular outside group, the member for that group will be appointed by a majority vote of the Council. Council may appoint an

alternate to attend outside boards, councils, commissions, or committees, if the main delegate to such group is unable to attend a meeting of the group.

Councilmembers participating in policy discussions at regional meetings will represent the consensus of the Council, except where regional appointment requires regional opinion. Personal positions, when given, will be identified and not represented as the position of the City. Assignment and direction of staff in relation to regional meetings are at the discretion of the Mayor. Councilmembers, the Mayor or staff members representing the City on these outside Committees shall provide verbal or written reports on committee meetings attended.

C. Councilmembers' Role and Relationship with City Advisory Bodies

Council members shall not be appointed to City advisory bodies concurrent with their term of office as Councilmember.

Unless specifically authorized by majority vote of the full Council, no Councilmember shall state or testify to the policy or position of the Council before any advisory board or commission of the City.

Councilmembers shall police their own conduct before the City's advisory boards and commissions in order to assure public confidence in the decision-making process and avoid the appearance of bias, prejudice, or improper influence. Toward this purpose, the following minimum standards should be observed:

Council members shall not testify in quasi-judicial matters pending before any advisory board or commission that will receive, or could potentially receive, future appeal or review before the City Council.

Councilmembers shall refrain from providing testimony in legislative or administrative matters pending before any advisory board that will receive, or could potentially receive, future review or other action before the Council, unless the Councilmember declares on the record that the Councilmember is present in his or her private capacity as an interested citizen and not speaking on behalf of the Council.

Dual Office Holding

State law prohibits Councilmembers from holding more than one office at a time, if those offices are considered to be "incompatible." Questions concerning dual office holding or compatibility of offices shall be addressed to the City Attorney on case-by-case basis.

Chapter 3- Support Provided to City Council

Staff/Clerical Support

Staff and administrative support to members of the City Council is provided by city staff as directed by the Mayor. Clerical support services, including scheduling of appointments, receipt

of telephone messages, and word processing, are available as needed. Sensitivity to the workload of support staff members in the City is appreciated. Please note that individuals may have work assignments with high priority. Should requested tasks require significant time commitments, Council Members will consult with the Mayor prior to making assignments.

Office Equipment

To enhance Councilmembers' service to the community and their ability to communicate with staff and the public, the City provides meeting facilities and office equipment for City business.

The Clerk-Treasurer will provide a laptop or tablet, at the request of Councilmembers, for official City use. The Clerk-Treasurer or vendor will ensure that all appropriate software is installed and will also provide an orientation in the use of computers and related software. Personal media and programs cannot be stored on City computers. Councilmembers shall agree to follow the City of McCleary Acceptable Use of Information Technology when utilizing City owned computers and electronic devices.

City Buildings

Use of the City Buildings may be scheduled with the City Clerk-Treasurer.

Mail and Deliveries

Members of the City Council receive a large volume of mail and other materials that are delivered primarily through the use of a mailbox located at the inside City Hall. The mailbox is maintained for all Councilmembers by the City staff. Councilmembers are encouraged to check the mailboxes often. In addition, City staff will email or personally deliver materials that are time-sensitive to a Councilmember's home or office, if appropriate.

Email Use

It is important to note that all letters, memoranda, and interactive computer communication (e-mail) involving City Council Members and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, with few exceptions stated by the Public Disclosure Act (RCW 42.17), are public records. E-mails must be retained in accordance to the Washington State Local Government Common Records Retention Schedule (CORE).

Chapter 4- Financial Matters

Council Compensation

The municipal code provides for payment of a modest honorarium to members of the City Council. A seated City Council may not increase or decrease its own compensation. Councils may only pass an Ordinance to adjust the compensation of an incoming City Council (MMC

2.04.340 and Constitutional Article 2, Section 25 and Article 30, Section 1). However, the Council may establish a Salary Commission as provided in RCW 35.21.015, which may adjust salaries mid-term.

Mayor Compensation

The salary of the Mayor is set by the City Council. The Mayor of the City of McCleary is a part-time position. The salary of Mayor may be raised during their term of office, as long as their vote was not required to pass the applicable ordinance. The state constitution contains an exception allowing salary increases during an official's term in office if that official does not fix his or her own compensation. The exception cannot be triggered by an official abstaining from the vote for a salary increase because it is a councilmember's authority to fix compensation that is determinative. This exception would allow the salary of a mayor in a mayor-council city to be increased during his or her term of office, provided that the vote of the mayor is not necessary for the passage of the applicable ordinance. (Attorney General's Opinion, AGO 1968 No. 36).

Expenses

The City budget may include appropriations for expenses necessary for members to undertake official City business. Funding provided may include membership in professional organizations, attendance at conferences or educational seminars, purchase of publications and office supplies. Councilmembers are responsible for training and travel expenses within their budget allocation and must follow the City Employee Handbook policy for travel and reimbursement. Council travel is subject to review by the Mayor.

Chapter 5- Communications

Overview

Perhaps the most fundamental role of a Councilmember and Mayor is communication:

- Communication with the public to assess community opinions and needs, and to share the vision and goals of the City with constituents;
- Communication with staff regarding policy direction and to gain an understanding of the implications of various policy alternatives.

Because the City Council performs as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking for the Council. Equally important, when Members are expressing personal views and not those of the Council, the public should be so advised.

Correspondence from Councilmembers

Members of the City Council will often be called upon to write correspondence to citizens, businesses, or other public agencies. Typically, the Mayor will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. The City Clerk is available to support the Council and Councilmembers in preparing written correspondence. In the event a Councilmember self-prepares correspondence related in any way to City business, a copy of the document shall be provided to the City Clerk and Mayor for Public Records purposes and for distribution to other Councilmembers.

On occasion, Councilmembers may wish to correspond on an issue on which the Council has yet to take a position, or about an issue for which the Council has no position. In these circumstances, Members should clearly indicate that they are not speaking for the City Council as a whole, but for themselves as one Member of Council. A copy of any correspondence produced should be provided to the City Clerk for Public Records purposes and for distribution to other Councilmembers.

Correspondence from the Mayor

The Mayor will often be called upon to write correspondence to transmit the City's position on policy matters to outside agencies on behalf of the City Council. The Mayor shall forward correspondence made on behalf of the City to Councilmembers for informational purposes.

Local Ballot Measures

State statutes prohibit the City and any elected official from using its personnel, equipment, materials, buildings, or other resources to support or oppose a candidate for office or a ballot measure. What the City can do is distribute neutral and factual information for the purpose of informing the public of the facts of an issue.

The City Council may also vote as a body to issue an official Resolution supporting or opposing a ballot measure, as long as the number and title of the ballot measure is listed on the meeting agenda and any citizens who are supporters or opponents are given an equal chance for public comment.

Proclamations

Proclamations may be issued as a ceremonial commemoration of an event or issue (e.g., National Night Out). Proclamations are not statements of policy; they are a manner in which the City can make special recognition of an individual, event, or issue.

State Public Records Act

To ensure that business communications submitted to and by elected and appointed officials comply with the State Public Records Act, Chap. 42.56 RCW, and the State Open Public Meetings Act, Chap. 42.30 RCW, the following is set forth:

A. Records - Generally

Any documents, including letters, email, social media postings, and text messages, which are received, sent, or created by City Councilmembers, the subject of which relates to the conduct of government or the performance of any governmental function, are public records.

The Mayor and Councilmembers must ensure that all public records are kept in City custody to enable the City to satisfy public records requirements. The Mayor and Councilmembers should minimize use of personal electronic devices and email accounts to create, send, receive, or modify any document that meets the definition of a public record. Any communications or records created, sent, or received by the Councilmember on a personal device or account are to be immediately transferred to City custody for retention and disclosure. Council members may accomplish this by forwarding records and communications to their City-issued email accounts, with a subject line that will allow the record to be found in the event of a search.

B. Written Communications

Written letters and memoranda received by the City, addressed to a Councilmember or the Council as a body, will be provided to all City Councilmembers, and a copy kept according to the City's Records Retention Schedule.

Chapter 6- Conflicts of Interest and Liability of Elected Officials

Conflicts of Interest

The Washington State Code of Ethics for Municipal Officers, Chap. 42.23 RCW, is intended to ensure that the judgment of public officers is not compromised or affected by inappropriate conflicts of interest, and that confidential matters are appropriately safeguarded. The Code of Ethics has provisions that prohibit:

- Using one's official position to obtain a special privileges or exemptions.
- Receiving compensation or gifts for the officer's services.
- Accepting employment or engaging in activities that could require or induce an officer to disclose confidential information.
- Disclosing confidential information or using such information for the officer's personal benefit.
- Being beneficially interested in a contract with the City.

The consequences of violating the Ethics Code may include: (1) a determination that an action taken by the Council is void, (2) financial penalties; (3) consequences assessed by the Council including censure; and (4) forfeiture of office through recall.

The application of the Ethics Code must be addressed on a case-by-case basis. The Ethics Code is not generally intended to preclude Council members from voting on legislation with City-wide impact, such as land use, police power, and taxation ordinances. In addition, a Council member might be found only to have a "remote interest" in a contract, such that the Council may still approve a contract if the interested Council member abstains from the vote.

The Mayor and Councilmembers are encouraged to consider whether public perception and trust would be best served by disclosure of individual interests or relationships that are relevant to a policy matter under consideration. To understand the effect of the Ethics Code and its applicability to any particular situation, Council members and the Mayor should contact the City Attorney as questions arise.

Liability and Indemnification

Chapter 2.80 of the McCleary Municipal Code addresses indemnification of employees and officers, including Councilmembers. It is important to note that violations of certain laws and regulations by an individual Member of the City Council or the Mayor may result in the Member/Mayor being personally liable for damages which would not be covered by the City's insurance. Elected and appointed officials should participate in risk management training to reduce liability due to actions taken.

Chapter 7- Interaction with City Staff

Overview

City Council policy is implemented through dedicated and professional staff. Therefore, it is critical that the relationship between Council and staff be well understood by all parties so policies and programs may be implemented successfully. To support effective relationships, it is important that roles are clearly recognized.

Mayor-Council Plan of Government

McCleary has a Mayor-Council plan of government. Basically, with this structure, the City Council's role is to establish city policies and priorities. The Mayor implements those policies and undertakes the administration of the organization. The roles of the Mayor and Council are described in Chapter 2 of this manual.

City Council Non-interference

The City Council is to work through the Mayor when dealing with administrative services of the City. In no manner, either directly or indirectly, shall a Council Member become involved in, or attempt to influence, personnel matters that are under the direction of the Mayor.

Subject to RCW 42.30.110 and the holding of executive sessions to discuss and review personnel matters, the Council is not prohibited, while in open session, from fully and freely discussing with the Mayor anything pertaining to appointments and removals of City officers and employees and City affairs.

City Council/City Attorney Relationship

Pursuant to recommendation of the Mayor, the City Council shall make provision for obtaining legal counsel for the City, either by appointment of a City Attorney on a full-time or part-time basis, or by any reasonable contractual arrangement for such professional services. The City Attorney is a contract employee appointed by the Mayor; such contract is confirmed by the City Council. The City Attorney is the legal advisor for the Council, its committees, commissions and boards, the Mayor, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City. The general legal responsibilities of the City Attorney are to:

- 1) Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
- 2) Represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations, and similar proceedings;
- 3) Prepare or approve as to form ordinances, Resolutions, contracts, and other legal documents to best reflect and implement the purposes and intentions of the City Council; and
- 4) Keep City Council and staff apprised of court rulings and legislation affecting the legal interest of the city.

It is important to note that the City Attorney does not represent individual members of Council, but rather the City Council as a whole.

Roles and Information Flow

A. Council Roles

The full City Council retains the authority to accept, reject, or amend the staff recommendation on policy matters.

Members of the City Council must avoid intrusion into those areas that are the responsibility of staff. Individual Council Members may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the

prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Council Members, and to allow staff to execute priorities given by management and the Council as a whole without fear of reprisal. If a Council Member wishes to influence the actions, decisions, recommendations, workloads, work schedule, or priorities of staff, that member must prevail upon the Council to do so as a matter of Council policy.

B. Access to Information

The Mayor is the information liaison between Council and City staff. Requests for information from Council Members are to be handled based on the 3-tiered system described above and will be responded to promptly. When appropriate, the information requested will be copied to all members of Council so that each member may be equally informed. The sharing of information with City Council is one of the Mayor's highest priorities. The Mayor shall strive to ensure that all Council Member inquiries are answered.

There are limited restrictions when information cannot be provided. The City is legally bound not to release certain confidential personnel information. Likewise, certain aspects of police department affairs (i.e., access to restrict or confidential information related to crimes) may not be available to members of the City Council.

C. Staff Roles

The Council recognizes the primary functions of staff as executing Council policy and actions taken by the Council and in keeping the Council informed. Staff is obligated to take guidance and direction only from the Mayor or Department Director. This direction follows the policy guidance of the City Council as a whole. Staff is directed to reject any attempts of individual Council Members to unduly direct or otherwise pressure them into making, changing, or otherwise influencing recommendations.

City staff will make every effort to respond in a timely and professional manner to all requests for information or assistance made by individual Council Members; provided that, in the judgment of the Mayor, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council.

Dissemination of Information

In addition to periodic reports provided by the Department Directors to the City Council concerning key aspects of their department, all Council Members receive copies of correspondence received by the Mayor that will assist in them in their policy-making role. The content and frequency of the reporting will be decided by the Mayor and Council during their annual goal-setting meetings.

A variety of methods are used to share information with Council. Workshops and study sessions are held to provide detailed presentations of matters. Mayor/Council/staff retreats serve to focus

on topics and enhance information exchange. The Mayor's open- door policy allows individual Council Members to meet with the Manager on an impromptu or one-on-one basis.

Magnitude of Information Request

Any information, service-related needs, or policy positions perceived as necessary by individual Council Members that cannot be fulfilled based upon the above guidelines should be considered as an item for the agenda of a City Council meeting. If so directed by action of the Council, staff will proceed to complete the work within a Council- established timeline.

Staff Relationship to Advisory Bodies

Staff support and assistance may be provided to advisory boards, commissions, and task forces. Advisory bodies, however, do not have supervisory authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their department head, City Administration and, ultimately, the Mayor. The members of the commissions, boards, or committees are responsible for the functions of the advisory body. The chairperson is responsible for committee compliance with the municipal code and/or committee bylaws. Staff members are to assist the advisory body chair to ensure appropriate compliance with state and local laws and regulations.

Staff support includes: (1) preparation of a summary agenda; (2) preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and (3) preparation of minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues.

Advisory bodies wishing to communicate recommendations to the City Council shall do so through adopted Council agenda procedures as outlined in this manual. In addition, when an advisory body wishes to correspond with an outside agency, correspondence shall be reviewed and approved by the City Council.

Restrictions on Political Involvement by Staff

McCleary is a nonpartisan local government. Professional staff formulates recommendations in compliance with Council policy for the good of the community, not influenced by political factors. For this reason, it is very important to understand the restrictions of political involvement of staff.

By working for the City, staff members do not surrender rights to be involved in political activities. Employees may privately express their personal opinions. They may register to vote, sign nominating or recall petitions, and they may vote in any election.

Attendance via Telephone

An elected official of the City, whether a Council Member or the Mayor, may participate telephonically in all or part of a Council Meeting subject to the following conditions:

- 1) All elected officials participating in the meeting are able to hear each other at the same time, such as by the use of speaker phone or other electronic means allowing such verbal communication;
- 2) The elected official or officials participating electronically shall have reviewed all of the applicable material; and
- 3) To the extent any vote is made by an elected official so participating, he or she has participated in the relevant portion of the Council Meeting related to the topic upon which the elected official is voting.

Any technical prohibitions or difficulties that unreasonably interfere with or prevent all elected officials present at the Council Meeting from adequately communicating with one another will negate any right or authority of the elected official participating electronically to vote on a matter.

Chapter 8- City Council Meetings

The City Council's collective policy and law-making powers are put into action at the council meetings. It is here that the Council conducts its business. The opportunity for citizens to be heard, the availability of local officials to the citizenry, and the openness of council meetings all lend themselves to the essential democratic nature of local government.

Meeting Schedule

A. The council shall hold regular meetings on the second and fourth Wednesday of each month, such meetings to convene at six-thirty p.m.; provided, that the council shall have the authority to cancel, continue, or recess such meetings as it deems appropriate. These meetings shall be subject to the following conditions:

1. As to the council, the same shall be regular sessions and final action on any particular item may be taken.
2. As to the committees of the city council, to the extent that such committee meetings are required by the Open Meetings Law of the state to be held at such regularly scheduled meetings, then the committees shall so meet; provided that nothing established in this chapter shall prevent or hinder a committee of the city council from meeting at another time to the extent that such meeting is not subject to the provisions of the Open Meetings Law of the state in relation to scheduling and notice. A committee shall have the right at meetings held pursuant to the schedule established by this section, to take any and all action which may be authorized under the Open Meetings Law of the state, as it may from time to time exist.

B. Nothing within this section shall in any way restrict the right of the city council or a committee thereof to call and/or hold special meetings in the manner allowed by the laws of the

state as those laws may from time to time exist or from taking such action or carrying forth such discussions or receiving such information as may be allowed by the laws of the state.

Public Notice of Meetings and Hearings

Pursuant to RCW 35.22.288, cities are charged with establishing a procedure for notifying the public of upcoming hearings and the preliminary agenda for the forthcoming council meeting. The procedure followed by the City of McCleary is as follows:

A. Notices

Except where a specific means of notifying the public of a public hearing is otherwise provided by law or ordinance, notice of upcoming public hearings before the City Council or the City's Boards and Commissions shall be given by one publication of a notice containing the time, place, date, subject, and body before whom the hearing is to be held, to include posting online, and in the City's official newspaper at least thirteen (13) days before the date set for the hearing.

B. Preliminary Agenda of Council Meeting

The City shall meet established legal requirements for notifying the public of meetings, special meetings, and public hearings. The public shall be notified of the agenda for forthcoming regular and special City Council meetings by posting in advance of the meeting, to include posting online and at:

McCleary City Hall
100 S. 3rd Street
McCleary, WA 98557

Special Meetings

Special meetings may be called by either the Mayor or by a majority of Councilmembers. Notice of a special meeting will be made by the City Clerk. The special meeting notice must specify the date, time, and place of the special meeting, and the business to be transacted. Written notice must be delivered personally, by mail, fax, or e-mail at least 24 hours before the meeting to: each member of the governing body, unless the member submits a written waiver of notice in advance with the clerk, or the member is actually present at the meeting; and each member of the news media who has on file with the governing body a written request for notice of special meetings. The notice must be posted on the City's website 24 hours in advance of the meeting. The notice must be prominently displayed at the main entrance of City Hall and the meeting site if the meeting isn't held at City Hall.

The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the

likelihood of such injury or damage, when time requirements of such notice would make notice impractical, and increase the likelihood of such injury or damage.

Work Sessions

Work sessions are the forum used by Council to review forthcoming programs of the City, to receive progress reports on current issues, to conduct Council open discussion, and to receive information and presentation from the Mayor and others. Study Sessions allow Councilmembers to do concentrated preliminary work on time consuming, complex matters (i.e. budget, complex legislation or reports, etc.). One of the goals of Work Sessions is to allow a less formal atmosphere within which Councilmembers may ask questions of staff and each other, as opposed to taking time on the action agenda, thus shortening the time spent at Regular meetings. Public comment at work sessions is limited to and the specific items on the agenda. No final action is taken while in a work session. Work sessions will be scheduled as special meetings and minutes will be taken.

Commencing at six thirty p.m. on the evening upon which a regular council meeting will occur, a work session shall be subject to being called into session by such elected officials as may be present. It shall not be a bar to such session occurring that less than a quorum of the council is present, either at the time of commencement of the session or at any time thereafter. The session shall be subject to the following provisions:

- A. In the absence of the mayor or mayor pro tem, it may be called to order by any member of the council. No roll shall be required to be taken.
- B. All portions of the session shall be open to the public. The public shall participate in the discussion in such manner and to such degree as the presiding official deems appropriate, taking into consideration the topics to be discussed, the time available, and the availability of time specifically set aside for such role in the council's session which will intermediately follow the work session.
- C. The council and mayor may discuss such topics as they deem appropriate, including items upon the agenda for the council meeting, receive staff reports upon such matters as may be deemed appropriate, and receive, whether in an oral or written form, such other information as may be relevant.
- D. No action, as that term is utilized in RCW 42.30, shall be taken during a work session, whether in the form of the taking of a vote or the development of a formal consensus on an issue.
- E. Any document received and discussed by the mayor and council during a work session shall be deemed a public record and shall be open for review by the public at such time as is reasonably convenient, without unduly interfering with the completion of the work session.
- F. Department heads will be encouraged to be present so as to be able to respond to questions from the elected officials on pending matters.

Council Attendance Policy

RCW 35A.12.060 (Mayor-Council Plan of Government) directs us to - Vacancy for Nonattendance. A council position shall become vacant if the Council Member fails to attend three consecutive regular meetings of the council without being excused by the council.

Councilmembers may excuse any absent members by majority vote of those present. Councilmembers are encouraged to call the Mayor or City Clerk's Office prior to 4:30 p.m. on the day of the meeting to provide an explanation regarding an anticipated absence.

Placing Items on the Agenda

A. Agenda Planning

All matters to be presented to the City Council at its regular meetings are reviewed by the Mayor.

B. City Council

A Council Member may request an item be considered on a future agenda either by making an oral request at a City Council meeting or submitting the request in writing to the Mayor at least five working days prior to the meeting for which the item is requested to be placed on the agenda.

The City Council will review the projected agenda document at all regular meetings and agree to change the projected agenda if a majority chooses to do so.

C. Advisory Bodies and Civic Organizations

Advisory bodies of the City Council and other civic agencies (i.e., Chamber of Commerce) may submit items for Council by submitting a request in writing to the Mayor at least 10 working days prior to the meeting for which the item is requested to be placed on the agenda.

D. Members of the Public

A member of the public may request an item be placed on a future agenda while addressing the City Council during a regular meeting and/or by submitting the request in writing to the City Council, through the Mayor. In order to allow sufficient time for the Mayor to review, and staff to research the matter, the request should be submitted at least 10 working days prior to the meeting for which the item is requested to be placed on the agenda. Once the issue has been placed on the agenda, the City Clerk will notify the requester so that he or she may plan to attend the meeting.

E. Emergency Items

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Emergency items may be added to an agenda in accordance with state law. Emergency items are only those matters immediately affecting the public health, safety and welfare of the community, such as widespread civil disorder, disasters, and other severe emergencies. The reason(s) for adding an emergency item to the agenda shall be announced publicly at the meeting, and the issue shall be included in the minutes of the meeting.

Development of the Agenda

Staff is required to submit a staff report for each topic of discussion on the City Council agenda. The deadline for submitting these forms is generally 5:00 p.m., the Wednesday prior to the date of the meeting for which the item is scheduled (unless a meeting date is adjusted due to a holiday). The report must include background information, fiscal impact, supporting documentation and a staff recommendation (including suggested motion).

Given the rigorous time frame for agenda development, it is extremely difficult for staff to compile or prepare information requested less than ten days in advance of the next agenda bill deadline.

The Council will generally receive follow-up information at the second Council meeting following the date it is requested. This would allow staff sufficient time to prepare reports that require additional investigative research and/or additional time due to complexity of subject matter.

Agendas will be posted to the website and emailed to the Mayor and Council Members by 5:00 p.m. on the Friday prior to the regular meeting. Special Meetings require at least 24 hour notice. Council Members require time to review the agenda and supporting documentation.

Audio Recordings of Meetings

The City Clerk, or designee, shall make and keep audio recordings of all meetings of the McCleary City Council, except those meetings or portions of meetings conducted in Executive Session. Recordings and related records of all City Council meetings, except as referenced above, shall be retained by the City.

Audio recordings are designated as the primary record of “Audio/Visual Recording of Official Proceedings” for Council and board/commission proceedings, and are kept for six years and then transferred to the WA State Archives for permanent retention, in accordance with Disposition Authority No. (DAN) GS50-05A-13 Rev. 2.

Agenda packets are retained under the same DAN for permanent retention.

Order of Business

The City Council, by adoption of this manual, establishes the general order of meetings. This section summarizes each meeting component. The Council may, at any time by simple majority of those present, vote to consider items in a different order.

A. Call to Order, Pledge of Allegiance

The Mayor, or in the Mayor's absence the Mayor Pro-Tempore, presides over all meetings of the City council, and after determining that a quorum is present, calls the meeting to order. Motions may be made to excuse absent Councilmembers. In the absence of the Mayor and Mayor Pro-Tempore, the City Clerk shall call the Council to order, whereupon a temporary Mayor Pro-Tempore shall be elected by the Members of the Council present. Following the call to order, those in attendance are asked to join the Council in reciting the Pledge of Allegiance.

B. Roll Call

The City Clerk, or designee, takes roll and announces the presence or absence of individual Council Members.

C. Agenda Modifications

Any Councilmember may use this time to pull an item from the consent agenda for full consideration and discussion by the Council. There may be a consensus or simple majority vote to consider items in a different order or remove agenda items. To avoid surprise and allow for staff preparation if necessary, Councilmembers are highly encouraged to notify the Mayor of any anticipated agenda modifications in advance of the meeting.

D. Special Presentations

The City Council may receive awards or special recognition's from various agencies, committees, or individuals during this segment of the meeting.

Council may also take the opportunity to acknowledge outstanding achievements or present awards to employees, groups, or other individuals

E. Public Comment

During this portion of the meeting, the Mayor will invite citizens to talk with the Council about topics that are not scheduled for public testimony on the evening's agenda. All speakers are asked to sign the "Sign-In" sheet provided, and to state their full name and whether they are a City resident on the record. Speakers shall limit their presentations to three minutes. No speaker may convey or donate his or her time for speaking to another speaker. If an unusual number people wish to speak during general public comment, Council may, by consensus or majority vote:

- Limit the total amount of time dedicated to a single issue of public concern; and/or
- Reduce the time allotted to every speaker

- Continue the time for public comment on that issue to a future Council meeting; and/or
- Encourage citizen groups to appoint a single spokesperson to speak for their group.

Written comments may be submitted into the record of a Council meeting by presenting the written document to the Clerk of the Meeting. A copy of the document will be provided to each Council Member; the document will not be read aloud.

F. Consent Agenda

Those matters of business that require action by the Council which are considered to be of a routine and non-controversial nature are placed on the consent agenda. The individual items on the consent agenda shall be approved, adopted, or enacted by one motion of the Council. Examples of such items include:

- Approval of all Council minutes;
- Acceptance of advisory board and commission minutes;
- Treasurer's Report
-
- Approval of Vouchers;
- Approval of payroll – preliminary and final;
- Setting dates for public hearings/meetings.
- Acknowledging receipt of claims for Damages against the City.
- Final acceptance of public works projects as complete.

No discussion shall take place regarding any item on the consent agenda beyond asking questions for simple clarification. Prior to approving the items on the consent agenda, Council Members may request to withdraw (or pull) any item and take action separately on that item. Council will consider each withdrawn item during the course of the meeting after the amended consent agenda has been approved.

Unless a member of the Council requests a reading of the minutes of a Council meeting, such minutes may be approved without reading, if the Clerk has previously furnished each member with a copy thereof.

G. Updates/ Staff Reports

Written staff reports are to be submitted for the agenda by all Management staff at least once monthly to provide departmental information, project updates, requests and information on meetings attended on behalf of the City. Oral staff reports from the City Attorney are acceptable in place of written reports.

H. New Business

Items presented for initial discussion and consideration, with no final action to be taken. To enable full Council discussion, policy changes and new policy documents should be presented as new business for discussion prior to requesting adoption by the Council.

I. Old Business

Items presented for final action, including but not limited to Resolutions, Ordinances, contracts, agreements and purchases.

Prior Administrative Review

All Ordinances and Resolutions shall, before presentation to the Council for final action, have been approved as to form and legality by the City Attorney or the City Attorney's authorized representative, and shall have been first referred for review to the head of the department under whose jurisdiction the administration of the subject matter of the Ordinance or Resolution would devolve.

Ordinance and Resolution Preparation

The City Attorney shall review all Ordinances and Resolutions. The City Attorney shall prepare no Ordinance or Resolution unless ordered by a majority vote of the Council or requested by the Mayor.

Ordinance Passage

No Ordinance shall contain more than one subject that shall be fully and clearly expressed in its title. Ordinances shall be presented to each Councilmember and the Mayor in written form prior to any vote thereon; provided, however, that amendments may be made by motion at such meeting. Ordinances must pass by at least three votes.

J. Public Hearings:

The Mayor will open the Public Hearings and Council shall proceed in the following order: Staff brief/presentation (if applicable); public comment; motion to approve and second; Council discussion; vote.

Individuals desiring to speak during public hearings are to address the Council after giving their name and address. Comments are limited to the specific matter for which the public hearing is held and are limited to three (3) minutes. No speaker may convey his or her time for speaking to another speaker. Written comments may be submitted to the City Clerk before the public hearing is closed.

In the event of single subject group comment, at the discretion of the presiding officer, single time allocation for a spokesperson greater than three (3) minutes can be allowed. Groups

shall submit to the presiding officer, prior to comment, a list of present group constituents or others in agreement so that duplication will not occur.

After a public hearing is closed, no member of the public shall be permitted to address the Council or the staff. In fairness to members of the public, the City Council shall be considered to be in deliberations from that point forward. Continuance of the item shall place it on the "action" portion of any forthcoming agenda; PROVIDED that additional public testimony either that evening or at a future meeting would be precluded until public hearing notification procedures required by applicable legal authority are satisfied.

K. Ordinance and Resolution

L. Mayor/Council Updates:

Members of the Council and the Mayor may take this opportunity to make comments, extend compliments, express concerns, or make announcements concerning any topic they wish to share with staff or the public. Council Members will share current activities on regional, state, and federal committees, boards, or commissions on which they serve and provide departmental reports as necessary.

This is also the opportunity to bring initiatives forward by the Council that do not rise to the level of formal goals but are important for the Council to address. Consensus must be reached among members of the Council that a new initiative should be moved forward for review by staff to further define the possible nature of the initiative, associated costs, and time requirements. Based upon Council consensus, the staff will conduct a review process and schedule a presentation of the outcome of this process at a subsequent Council meeting for further discussion and possible actions.

M. Public Comment

This is the second time for Citizens to provide public comment. All speakers are asked to sign the "Sign-In" sheet provided, and to state their full name and whether they are a City resident on the record. Speakers shall limit their comments to three minutes. No speaker may convey or donate his or her time for speaking to another speaker. If an unusual number of people wish to speak during general public comment, Council may, by consensus or majority vote:

- Limit the total amount of time dedicated to a single issue of public concern; and/or
- Reduce the time allotted to every speaker
- Continue the time for public comment on that issue to a future Council meeting; and/or
- Encourage citizen groups to appoint a single spokesperson to speak for their group.

N. Executive Session

At the call of the Mayor, or with a majority vote, the City Council may recess to Executive Session to privately discuss and consider matters of confidential concern to the well-being of the City. The purposes for which an Executive Session may be held are identified in RCW 42.30.110:

- Discussion with legal counsel of pending or potential litigation and agency enforcement actions
- The price at which real estate may be purchased or offered for sale or lease, when public awareness of such discussion may result in a detrimental change in price
- Matters affecting National Security
- Performance review of publicly bid contracts
- Complaints or charges brought against a public officer or employee
- Qualification/performance review of job applicants and employees
- Evaluate qualifications of candidates for appointment to an elective office

The Council may also meet in private to plan or adopt a strategy or position to be taken during collective bargaining, professional negotiations, or grievance or mediation proceedings, or to review proposals made in ongoing negotiations. State law specifically provides that the Open Public Meetings Act does not apply in the above-noted situations.

Before convening in Executive Session, the presiding officer shall publicly announce the purpose for the Executive Session, the anticipated time when the Executive Session will be concluded, and whether the Council anticipates taking action following the executive session. An Executive Session may be extended to a stated later time by announcement of the presiding officer.

O. Adjournment

A Council Member may propose to close the meeting entirely by moving to adjourn. The meeting will close upon the majority vote of the Council. A motion to adjourn will always be in order and decided without debate.

Addressing the Council - Generally

- Written Communications.

All persons may address the Council by written communication, including e-mail. Such written communication pertaining to items subject to public hearing procedures will be made a part of the public record but will not be read aloud.

Written comments may be submitted to the Council at any time by mailing or otherwise delivering to the City Clerk, 100 S. 3rd Street, McCleary, WA 98557. The Clerk will distribute a copy of the correspondence to each Council Member.

- Oral Communications

All persons may address the Council verbally, either:

- During the Public Comment portions of the Agenda
- During public comment portion of public hearings;

P. Addressing the Council - Manner & Limits

Each person addressing the Council will give his or her name and address in an audible tone of voice for the record, and shall limit the address to three (3) minutes. The Mayor may ask the City Staff to follow-up with members of the public concerning questions raised during the comment period.

Q. Addressing the Council -- Decorum

The Mayor shall preserve decorum and decide all questions of order, subject to appeal to the full Council. During Council meetings, Council members shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the legitimate orders of the chair or the rules of protocol. Any person making personal, impertinent, or slanderous remarks who creates an unreasonable disruption while addressing the Council shall be directed to cease by the Mayor. If the unreasonably disruptive conduct continues, the person shall be removed from the meeting.

General Meeting Procedures

A. Signing of City Documents

The Mayor, unless unavailable, shall sign all ordinances, Resolutions, interlocal agreements, contracts and other documents which have been adopted by the City Council and require an official signature; except when the City staff has been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Mayor Pro-Tempore may sign such documents.

B. Quorum

Three (3) Members of the Council shall constitute a quorum and are necessary for the transaction of City business. In the absence of a quorum, the Mayor shall, at the request of any two members present, compel the attendance of absent members.

C. Minutes

The City Clerk or designee shall take minutes at all meetings of the City Council. The minutes shall be made available for public inspection.

D. Votes Required for Passage

The passage of any Ordinance, grant or revocation of a franchise or license, and any Resolution for the payment of money, requires an affirmative vote of at least a majority of the whole Membership of the Council.

Public emergency ordinances, necessary for the protection of public health, public safety, public property, or public peace, may take effect immediately upon final passage (instead of after specified delay), if passed by a majority plus one of the whole Membership of the Council.

Passage of an Ordinance for an emergency expenditure requires a vote of more than a majority of all members of the Council.

Unless otherwise provided by the rules of parliamentary procedure, all other matters require a majority vote of Members in attendance.

Open Public Meetings Act

All meetings of the Council shall be open to the public, except in the special instances as provided in RCW 42.30.140, as now existing or hereafter amended. A meeting takes place when a quorum (a majority of the total number of Council members currently seated on the Council) is present and information concerning City business is received, discussed, and/or acted upon as defined in Washington's Open Public Meetings Act. Whether the meeting is referred to as regular or special, workshop or study session, the notice, agenda and minute-taking requirements must be met.

No action can be taken by the Council except in a public meeting. At a Special Meeting, action can be taken only on those items appearing on the posted agenda, except for emergency items as defined herein. At a Regular Meeting of the City Council, the Council is free to take action on non-agenda items, subject to applicable notice requirements in state statutes or local ordinances for the subject matter being considered.

Serial communications

Councilmembers should use care when communicating amongst each other via email or text message concerning any substantive issues of City business. E-mail or text communications shared among four or more Councilmembers, whether concurrently or serially, may constitute a "meeting" in violation of the Open Public Meetings Act. If the e-mail or text includes or lead to deliberations, discussions, considerations, reviews, evaluations, or taking a collective positive or negative decision, such communications must be held at an open meeting rather than via electronic communication.

Chapter 9- Parliamentary Procedure

Meetings shall be conducted in accordance the most recent version of the Robert's Rules of Order that is to be used as the document to guide Parliamentary Procedure in the City of McCleary. Parliamentary rules are intended to assist the Council in conducting business in an orderly manner, but strict adherence to parliamentary procedure shall not be required. Councilmembers are encouraged to work through discussions by consensus wherever possible. In the event that the procedure for considering a matter is unclear or in dispute, the following procedure shall be employed: (a) a motion shall be made proposing a course of action; (b) a second shall be required; (c) thereafter, each Council member shall be afforded the opportunity for discussion; and (d) the Mayor shall call for a vote. Council shall be bound by the results of the vote.

The Mayor or any Councilmember may ask the City Attorney for clarification or guidance on matters of parliamentary procedure. While the primary responsibility for points of order lies with the Council Members, the Mayor, City Clerk, and City Attorney shall have the ability to raise points of order as necessary to clarify the record or prevent the Council from taking illegal or legally deficient action.

Chapter 10- Protocol Administration

Review

Elected Officials will review and revise this Protocol Manual as needed to respond to changes in state law and local policy. Whenever possible, the Mayor and City Council shall refrain from changes to this manual during discussion/deliberation on that particular issue.

Adherence to Protocol

The Council trusts that all elected officials of the City of McCleary will act with integrity, honesty, and in accordance with their Oath of Office and these Protocols.

City Attorney as Protocol Advisor

The City Attorney shall assist the Mayor and serve as an advisor for interpreting the City Council's adopted Protocol Manual.

11- Leaving Office

Return of Materials, Equipment and records

During their service on the City Council Members and the Mayor may have acquired or been provided with equipment such as computers or other items entailing a significant expense, as well as copies of the McCleary Municipal Code, Comprehensive Plan, building keys, etc. These items are to be returned to the City immediately at the conclusion of a Member's term. Councilmembers shall ensure that any and all public records located in personal accounts or on personal devices have been transferred to City custody for retention and disclosure.

Filling Council/Mayor Vacancies

A Council position or the position of Mayor shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a Councilmember/Mayor. The Councilmember/Mayor who is vacating his or her position cannot participate in the appointment process.

The City Council shall direct staff to begin the appointment process and establish an interview and appointment schedule, so that the position is filled at the earliest opportunity.

The City Clerk's Office shall prepare and submit a display advertisement to the City's official newspaper, with courtesy copies to all other local media outlets, which announces the vacancy consistent with the requirements necessary to hold public office: that the applicant (a) be a registered voter of the City of McCleary, and (b) have a one (1) year residency in the City of McCleary. This display advertisement shall be published once each week for two (2) consecutive weeks. This display advertisement may contain other information, including but not limited to, time to be served in the vacant position, election information, salary information, position powers and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the City Council deems appropriate.

The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications may be available at City of McCleary City Hall, City website and such other locations that the City Council deems appropriate.

Applications received by the deadline date and time will be copied and circulated, by the City Clerk's Office, to the Mayor and City Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.

The City Clerk's Office shall publish the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled City Council meeting, or a special City Council meeting.

The City Clerk's Office shall notify applicants of the location, date and time of interviews.

A. Interview Meeting

Each interview of an applicant/candidate shall be no more than 20 minutes in length as follows:

The applicant shall present his or her credentials to the City Council. (5 minutes)

The City Council shall ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions and will have 2 minutes to answer each question. (10 minutes)

An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions. (5 minutes)

The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.

The Council may reduce the 20-minute interview time if the number of applicants exceeds six (6) candidates, or alternatively, the Council may elect not to interview all of the applicants if the number exceeds six (6) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms.

B. Voting

Upon completion of the interviews, Councilmembers may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, deliberations, nominations and votes taken by the Council shall be in open public session.

Appendix

**Suggestions for Successful Public Service
53 ideas on how you can govern better**

<https://www.wacities.org/docs/default-source/resources/53suggestsuccesspubservice.pdf?sfvrsn=2>

- 1) **Learn all you can about your city**, its history, its operation, its financing. Do your homework. Know your city ordinances. Dust off your comprehensive plan.
- 2) **Devote sufficient time to your office** and to studying the present and future problems of your community.
- 3) **Don't burn yourself out** on the little things, but recognize that they are often important to the public. Save some energy – and time – for the important matters.
- 4) **Don't act as a committee of one**. Governing a city requires a team effort --practically and legally.
- 5) **Don't let honest differences of opinion** within the governing body degenerate into personality conflicts.
- 6) **Remember that you represent all the people** of your community, not just neighbors and friends. Be wary of personal experiences coloring your public decisions.
- 7) **Take your budget preparation job seriously** for it determines what your city does or doesn't do for the coming year, and will influence decisions and actions in future years as well.
- 8) **Establish policy statements**. Written policy statements let the public, and the city staff, know where they stand. They help the City Council govern, and writing them provides a process to develop consensus.
- 9) **Make decisions on the basis of public policy** and be consistent. Treat similar situations similarly and avoid favoritism.
- 10) **Focus your attention on ways to prevent problems** rather than just trying to solve them as they occur. Filling potholes is one approach to governing – developing plans to prevent them is more important.
- 11) **Don't be misled by the strong demands of special interest groups** who want it done now, their way. Your job is to find the long-term public interest of the community as a whole, and you may be hearing from the wrong people.
- 12) **Don't be afraid of change**. Don't be content just to follow the routine of your predecessors. Charge your appointed officers and their employees with being responsible for new ideas and better ways. Listen to what they have to say.
- 13) **Don't rush to judgment**. Few final actions have to be taken at the first meeting they are considered. Avoid crisis management.
- 14) **Don't give quick answers when you're not sure** of the real answer. It may be embarrassing to appear ignorant, but it can be more embarrassing and damaging to tell a person something that is wrong.
- 15) As an individual, even if you're the Mayor, **don't make promises you can't deliver!** Most decisions and actions require approval of the governing body, and that takes a majority vote.
- 16) Remember that **you have legal authority as a governing body** member only when the governing body is in legal session.
- 17) **Don't spring surprises on your fellow governing body members** or members of your city staff, especially at formal meetings. If a matter is worth bringing up for discussion, it is worth being on the agenda. Surprises may get you some publicity, at the embarrassment of others, and tend to erode the team approach to governance.

- 18) **Conduct your official public meetings with some formality**, and follow rules of procedure. Have an agenda, and follow it. Most governing body members agree that formal meetings expedite the process, and tend to promote better decision making.
- 19) **Participate in official meetings with the dignity and decorum** fitting those who hold a position of public trust. Personal dress and courteous behavior at meetings help create an environment for making sound public decisions.
- 20) **Don't be afraid to ask questions**. It is one of the ways we learn. But do your homework by studying agenda material before meetings.
- 21) **Vote yes or no on motions**. Don't cop out by abstaining, except when you have a conflict of interest. A pass does not relieve you of responsibility when some decision must be made.
- 22) Once a majority decision of the governing body has been made, **respect that official position**, and defend it if needed, even if you personally disagree
- 23) **Respect the letter and intent of the open meetings law**. But also keep private and confidential matters to yourself – don't gossip.
- 24) **Retain competent, key employees**. Pay them well, trust their professional judgment and recognize their authority and responsibilities.
- 25) **Don't bypass the system!** If you have a manager or other chief administrative officer, stick to policymaking and avoid personal involvement in the day-to-day operations of the city. If you do not have an administrative officer, make sure you have some management system that officers, employees, and the public understand.
- 26) **Don't let others bypass the system**. Insist that people such as equipment or service suppliers first work with your city staff. If direct contact with governing body members is necessary, it should be with the governing body as a whole, or a committee, and not on a one-on-one basis.
- 27) **Don't pass the buck** to the staff or employees when they are only following your policies or decisions.
- 28) **Don't always take no for an answer**. The right question may be "How can we do this?" instead of "May we do this?" Be positive!
- 29) **Learn to evaluate recommendations** and alternative courses of action. Ask your staff to provide options. Encourage imaginative solutions.
- 30) **Avoid taking short-term gains at the expense of long-term losses**. Be concerned with the long-term future of the city.
- 31) **Be friendly and deal effectively with the news media**. Make sure what you say is what you mean. Lack of good communication, with the media and the public, is one of the big problems of cities
- 32) Remember that what you say, privately and publicly, will often be news. **You live in a glass house**. Avoid over-publicizing minor problems.
- 33) In determining the public interest, **balance personal rights and property interests**, the possible harm to a few versus the good of the many. Recognize that in some situations, everyone can't be a winner.
- 34) **Remember that cities are for people!** Be concerned with the total development – physical, economic and social – of your community.
- 35) **Don't act as if the city operates in a vacuum**. Cities must work within the intergovernmental system to be effective. Keep in contact and cooperate with your federal, state, county and school officials.

- 36) **Know your neighbors.** Get to know the officials of neighboring and similar size cities. Visit other cities, particularly those with a reputation of being well run.
- 37) **Keep your constituents informed,** and encourage citizen participation.
- 38) **Learn to listen** – really listen – to your fellow governing body members and the public. Hear what they are trying to say, not just the words spoken.
- 39) **Expect and respect citizen complaints.** Make sure that your governing body members, and your city, have a way to effectively deal with them. Have a follow-up system.
- 40) **Be careful about rumors.** Check them out. Help squelch them when you know they are false.
- 41) **Appoint citizen advisory committees and task forces** when you need them, but be prepared to follow their advice if you use them.
- 42) **Take care in your appointments to boards and commissions.** Make sure they are willing and capable as well as representative of the whole community.
- 43) Never allow conflicts of interest to arise between your public duties and your private interests. **Be sensitive to actions you take that might even give the appearance of impropriety.**
- 44) **Seek help.** Use manuals, guides and other technical assistance and information available from AWC and other agencies. Attend workshops and conferences put on for the benefit of you and your city.
- 45) **Pace yourself.** Limit the number of meetings you attend. Set some priorities, including the need to spend time with your family. Recognize that life – and the city – is dependent on a lot of things you have little control over.
- 46) **Be a leader, as well as part of the team** of elected and appointed officials who were selected to make your city an even better place to live.
- 47) **Establish some personal goals and objectives.** What do you want to help accomplish this year? Next year?
- 48) **Help develop some short-term and long-term goals** and objectives for your city and check your progress at least every six months.
- 49) **Help your city develop a vision of the future.** Plan going from the future to the present and listen to different community voices along the way.
- 50) **Focus on the future,** and try to leave your city better than that which you inherited as a city officer.
- 51) At least once a year, **schedule a governing body discussion about how you are governing.** Review the processes and procedures. Sit back and ask, “How are we doing? How can we do things better?”
- 52) **Be enthusiastic about your public service,** and the privilege you have, and let the public know it. But maintain your sense of humor. Don’t take yourself or the business of government so seriously that you don’t enjoy it. It should be fun as well as a rewarding experience.
- 53) **Celebrate!** Always focusing on problems and issues may lead you and the public to believe that nothing positive ever happens. Good things do happen. Let the public share our successes.

Approaches to governing

Public officials have different styles or approaches to governing. It is vital that a governing body, and its members, spend at least some time on governing – leadership, providing direction, and making policy.

Once in a while sit back and think about “Where do I, an individual, spend most of my time?” “Where does my governing body spend most of its time?” “Where should we spend more of our time?”

Ask yourself the following questions:

- Do you often propose, or do you usually dispose of those matters brought before you?
- Do you act, or do you primarily react?
- Do you plan ahead, or do you spend most of your time responding to the immediate issues confronting you?
- Are you concerned about tomorrow, or mostly about today?
- Do you initiate, or do you mostly review?
- Are you more concerned with preventing problems, or in solving problems once they occur?
- Are you responsive to change, or more interested in preserving the status quo?
- Are you a homemaker, or a housekeeper? (There is a difference between the two.)
- Do you try to exercise control, or are you primarily controlled by events and the actions of others?
- Do you provide some sense of direction to your government, or do you muddle through?
- Do you manage, or are you managed?
- Are you part of an organized team, or a collection of people?
- Do you lead, or do you follow?
- Do you set goals, or do you specialize in crisis management?
- Do you make policy, or simply accumulate policy by individual actions?
- And finally, do you govern, or are you governed?

Use the table on the following page to summarize your answers. For each approach, write down the percentage of time you spend, totaling 100%. For example, you may spend 10% for propose, and 90% for dispose. Then do the same thing for your governing body as a whole on the table that follows. Looking at the proportionate amount of time spent on each of the options can bring some misleading connotations. The quality of effort may be much more significant than quantity of time. A typical governing body may spend less than 10% of its time on the left hand side. Given the nature of public service at the local level, the great bulk of time must normally be spent on day-to-day concerns, commonly on the right hand side of the ledger. In helping you more clearly see where you and your governing body spend most of your time, these tables may help you answer the question **“Where should we spend more time?”**

Percentage of time spent by you:

		%		%
1.	Propose		Dispose	
2.	Act		React	
3.	Plan Ahead		Respond	
4.	Tomorrow		Today	
5.	Initiate		Review	
6.	Prevent problems		Solve problems	
7.	Responsive to change		Preserve status quo	
8.	Homemaker		Housekeeper	
9.	Control		Controlled	
10.	Direct		Muddle through	
11.	Manage		Managed	
12.	Organized team		Collection of people	
13.	Lead		Follow	
14.	Set Goals		Crisis management	
15.	Make policy		Accumulate policy	
16.	Govern		Governed	

Percentage of time spent by governing body:

		%		%
1.	Propose		Dispose	
2.	Act		React	
3.	Plan Ahead		Respond	
4.	Tomorrow		Today	
5.	Initiate		Review	
6.	Prevent problems		Solve problems	
7.	Responsive to change		Preserve status quo	
8.	Homemaker		Housekeeper	
9.	Control		Controlled	
10.	Direct		Muddle through	
11.	Manage		Managed	
12.	Organized team		Collection of people	
13.	Lead		Follow	
14.	Set Goals		Crisis management	
15.	Make policy		Accumulate policy	
16.	Govern		Governed	

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