



McCleary Regular City Council Meeting

Wednesday, September 08, 2021 – 6:30 PM

WebEx Virtual Meeting

Agenda

WebEx Meeting Link:

<https://cityofmccleary.my.webex.com/cityofmccleary.my/j.php?MTID=m70ed5e89837ee5619955bde622b4d990>

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

Meeting number (access code): **182 983 2385**

Meeting password: **REegXw8CQ79 (73349982 from phones and video systems)**

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

- [1.](#) Port Blakely Annexation Public Hearing

Public Comment

Consent Agenda

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

Updates

- [4.](#) Staff Reports

New Business

- [5.](#) Clerk-Treasurer Appointment
- [6.](#) BPA Information
- [7.](#) Large Document Scanner Contract
- [8.](#) Asphalt and Concrete Crushing Bid Acceptance
- [9.](#) Sign Code Clarification
- [10.](#) CCAP Agreement

Old Business

11. Mayor and Council Policies next steps
12. ORCAA Burn Permit Discussion and Decision

Ordinances and Resolutions

- [13.](#) CERB Grant Application Approval Resolution

Updates

Public Comment

Executive Session

Adjourn

Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.
The City of McCleary is an equal opportunity provider and employer.
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.

McCleary City Council Public Hearing Notice Port Blakely Annexation 2021-01

Notice is hereby given on Wednesday, August 25, 2021, that the City Council of the City of McCleary will hold a public hearing for the purpose of considering a proposed annexation of approximately 42 acres of property located adjacent to Summit Place 2 plat as illustrated by the attached map.

The method of annexation is covered under RCW 35A.14.120. For potential zoning of the petition, per McCleary Municipal Code (MMC) 17.16.070, said property shall be designated to the R-1 (Single-family residential) district land use designation and zoning upon annexation. Properties within the annexation boundary include the following:

- A portion of Parcel 180501110000:

Legal Description: THE NORTH HALF OF THE SOUTHWEST QUARTER LYING WESTERLY OF STATE HIGHWAY 108 IN SECTION 1, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN; EXCEPT THAT PORTION CONVEYED TO PUGET SOUND AND GRAYS HARBOR RAILROAD AND TRANSPORTATION COMPANY BY RIGHT-OF-WAY DEED RECORDED OCTOBER 14, 1890, IN VOLUME 22, PAGE 496, RECORDS OF GRAYS HARBOR COUNTY; SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

The public hearing will be held **Wednesday, September 8th, 2021, at 6:30 p.m.** or as soon thereafter as the hearing may be called to order, in the **McCleary VFW Hall, situated at 156 N. Summit Road** in McCleary Washington. The meeting will also be available virtually via WebEx.

This virtual log in information is available on the McCleary City Council Packet for September 8th, 2021. The packet will be available on the city website at www.cityofmccleary.com.

Written testimony for the public hearing may be submitted to joshc@cityofmccleary.com prior to 4:30 p.m. on September 8th, 2021 or mailed to Josh Cooper, City of McCleary, 100 S. 3rd Street, McCleary WA 98557. If mailing via U.S. Postal Service the written comments must be received prior to 2:00 p.m. on September 8th, 2021.

- **Any interested person may testify or comment on the matter.** Oral comments may be provided by attending the meeting in person, virtually, or via the call-in number that will be provided on the McCleary City Council Packet for September 8th, 2021.
- To be recognized as a speaker: In-person, you will need sign up on the speaker list provided at the meeting
- Share your opinion, speak slowly, & clearly so that testimony can be recorded.
- Ensure testimony is short (generally 3 minutes), to the point, and complete. Please do not repeat that of previous speakers, you can say that you agree with a previous speaker.

All interested parties are invited to participate and voice their comments on the annexation. Any person needing further information on this proposal may direct their questions to Todd Baun, Director of Public Works, at toddb@cityofmccleary.com or by calling (360) 495-3667. A map of the proposed annexation area is provided on the next pages.

Virtual Meeting Information

Council Meeting Wednesday, Sep 8, 2021, 6:30 pm

Meeting Link:

<https://cityofmccleary.my.webex.com/cityofmccleary.my/j.php?MTID=m70ed5e89837ee5619955bde622b4d990>

Meeting number: 182 983 2385

Password: REgXw8CQ79 (73349982 from phones and video systems)

Join by video system

Dial 1829832385@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone: +1-408-418-9388

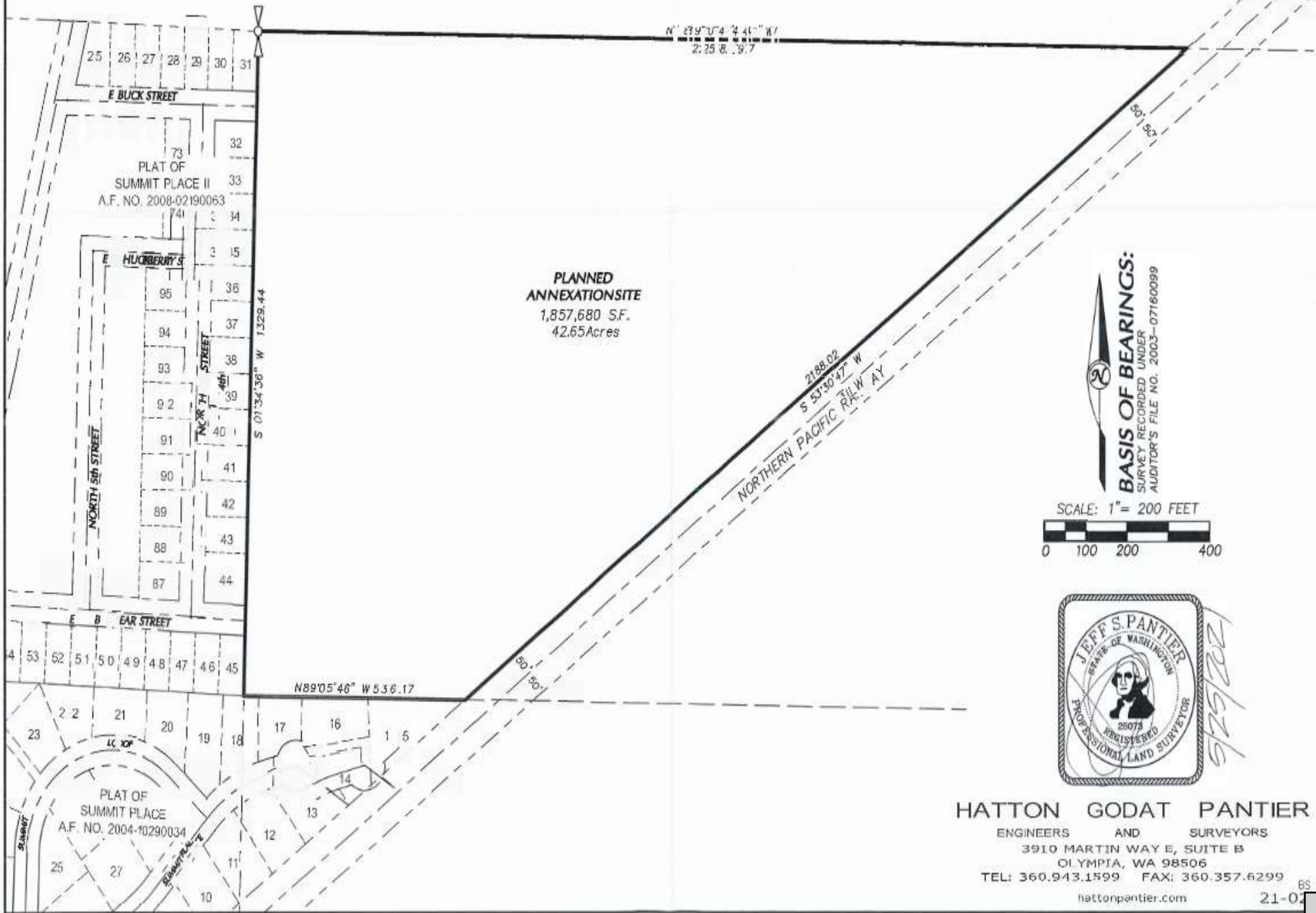
Access code: 182 983 2385

- If attending virtually, Press *3 on your phone or use the “raise your hand” function in WebEx.
- Wait to be called upon using your name, e-mail, or phone number.
- When called upon virtually, your connection will need to unmute by pressing *6. Speak your name and address clearly.
- Share your opinion, speak slowly, & clearly so that testimony can be recorded.
- Ensure testimony is short (generally 3 minutes), to the point, and complete. Please do not repeat that of previous speakers, you can say that you agree with a previous speaker.



ANNEXATION EXHIBIT

A PORTION OF THE NORTHEAST AND NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 5 WEST, W.M.
GRAYS HARBOR COUNTY, WASHINGTON





City of McCleary

STAFF REPORT

To:	Mayor Orffer and City Councilmembers
From:	Lindsay Blumberg, Deputy Clerk-Treasurer
Date:	September 1, 2021
Department:	Finance & Administration

With the vacant Clerk-Treasurer position, our front office team is working together to perform duties and provide coverage. As Deputy Clerk-Treasurer, I am taking the lead role in covering this position until our new Clerk-Treasurer starts on September 8, 2021.

We are still grateful to have the temporary help in the front office. She has been a huge asset while we have been short staffed.

During the month of August, we processed the monthly utility billing, payroll and two runs of accounts payable. We continue to work on significant Public Records Requests, we are finalizing the LTC Insurance program, preparing for our annual WCIA audit, along with our daily/monthly routine.

In that the moratorium on late fees and discontinuation of services for non-payment has been extended through September 30, 2021, our utility accounts manager continues to work with customers and households on any past due accounts. We have been providing information on how to access funds available through Coastal Community Action Program, and we have collected some applications from customers for help directly from the city utilizing American Rescue Plan funds. Those applications will be presented to council at the second September meeting. We are working toward a plan for any customers with past due balances when the moratorium ends to ensure our customers can maintain services and have access to necessary resources.

The front office continues to be open from 8 AM to 4 PM daily. We encourage customers to use the payment drop box, pay online at www.xpressbillpay.com, or use the automated phone system to make payments. As well, our front office staff and all visitors are required to wear masks at all times per the August 23 mask mandate enacted by Governor Inslee.

To: Mayor and City Council
 From: Josh Cooper
 Date: September 1, 2021
 Re: Building and Planning Department Activity.

Permit Activity Totals for August 2021

Parcel# 063004200004	Grading Permit	Total Fee - \$120.00
107 E Hemlock	Mobile Home Permit	Total Fee - \$635.00
305 E Pine	Mechanical Permit	Total Fee - \$76.65
500 E Huckleberry	Mechanical Permit	Total Fee - \$95.77
733 W Ash	Mechanical Permit	Total Fee - \$76.65
1528 N 5 th	Mechanical Permit	Total Fee - \$76.65
704 Evergreen	Mechanical Permit	Total Fee - \$76.65
New Homes Permitted for 2021 6	All Permits Issued for 2021 65	Total Fees Charged for 2021 \$51,160.33
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 August:

- 1541 N 4th (8.16.020) - Complied.
- 319 E Mommsen (8.16.020) – Complied.
- 900 N Summit (17.28.010) – Complied
- 314 S 2nd (8.16.020) – Complied.

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



City of McCleary STAFF REPORT

To:	Mayor Orffer and City Council
From:	Kevin Trehwella
Date:	September 2, 2021
Department:	Water and Wastewater

Water and Wastewater treatment Plants are operating excellently. We will be doing, yearly, testing for DBP's this month along with testing for Nitrates from our test wells. All previous testing for Nitrates is well below what the state call naturally occurring background levels of Nitrates

We do not foresee any problems, in the near future.

We have been very fortunate that both Jon Ehresmann and I have stayed healthy.

Have a great week!
Stay healthy!

Kevin Trehwella



City of McCleary

STAFF REPORT

To:	Mayor Orffer and Council Members
From:	Steve Randich
Date:	September 2,2021
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.

All personnel are aware that priority tasks are currently on an "as needed" basis. Meaning, any job that may come up will be evaluated for personnel required and only the amount required will respond to complete each task.

We are currently working on the new entrance into town. Along with all our mowing that we need to keep on.

Thank you,
Steve



City of McCleary STAFF REPORT

To:	Mayor Orffer and Council Members
From:	Chief Blumer
Date:	September 2021
Department:	Police Department

Mayor and Council,

What wonderful summer weather we had this year and let's go back to a great Bear Festival. I regret not earlier thanking all the city staff for all the significant help they provided for traffic control for the parade and preparing the city for the event. We had a couple of officers "volunteer" for the dunk tank and even our police clerk's husband "a firefighter" participated in the event. Thank you Alex Reese, Officer Morrison and Officer McCullough.

At the bear festival, an individual fell in the roadway and hit their head. Officer Gettle and Fire Chief Nott responded and cared for the individual and had her husband transport her to the hospital for a concussion. She later found me to thank me so much for the great assistance that Officer Gettle and Chief Nott provided and was glad for their advice to go seek medical attention.

I received a letter regarding Officer Morrison on his assistance, compassion and kindness with some people visiting from out of state and ran out of gas. I have attached the letter.

Officer Crawford should be recognized for an individual unresponsive. Officer Crawford arrived on scene and check the individual and they were not breathing and no pulse. Officer Crawford started CPR until the medics arrived and the individual was brought back to life by Officer Crawford and later airlifted for further medical treatment.

Thank you,

Chief Blumer



McCleary Police Department

Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
911-Open Line	5
AUDIBLE ALARM	5
AGENCY ASSIST	15
ABANDONED VEHICLE	1
VEHICLE ACCIDENT WITH INJURIES	1
DETAILS UNKNOWN VEH ACC	1
ANIMAL PROBLEM	5
CITIZEN ASSIST	6
ANIMAL BITE	1
BURGLARY IN PROGRESS	1
Civil Matter	1
DISABLED VEHICLE	5
DISORDERLY CONDUCT	4
DUI ALCOHOL OR DRUGS	2
DOMESTIC VIOLENCE ACT	2
DOMESTIC VIOLENCE ACT IN PROGR	1
Felony Eluding	1
FIGHT NOT DVA	1
FOUND PROPERTY	1
REPORT OF FRAUD/BLACKMAIL	1
FIRE OR AID RESPONDING TO INC	25
HARASSMENT REPORT	1
Harrassment Domestic Violence	1
ILLEGAL BURN	1
Information Report	1
INTOXICATED IN PUBLIC	1
JUVENILE PROBLEM	2
LOST PROPERTY	2
Lost Property	1
MALICIOUS MISCHIEF	1
MISSING PERSON	2
MOTORIST ASSIST	1
NOISE PROBLEM OR COMPLAINT	3
COURT ORDER VIOLATION	1
COURT ORDER VIOL IN PROGRESS	1
PARKING PROBLEM COMPLAINT	1
POLICE INFORMATION MESSAGE	10
REPORT OF PROWLER	2
RECKLESS ACT OR DRIVING	2
CIVIL PAPER SERVICE	1
SEX OFFENSE NO OTHER CAD TYPE	3
SUBJECT STOP	2
SUICIDE ATTEMPT OR SUBJ	1
SUSPICIOUS CIRCUMSTANCES	5

<u>Nature of Incident</u>	<u>Total Incidents</u>
SUSPICIOUS PERSON	4
SUSPICIOUS VEHICLE	9
TRAFFIC STOP	160
Theft	1
THREATS RECEIVED	2
TRAFFIC HAZARD	5
TRESPASS	1
UNKNOWN PROBLEM	3
RECOVERED STOLEN VEH	1
VERBAL ARGUMENT	2
VIO UNIFORM CNTRL SUB ACT	1
CHECK WELFARE	5
Warrant Service or Confirm	2

Total reported: 327

Report Includes:

All dates between `00:00:00 08/01/21` and `23:59:59 08/31/21`, 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



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: September 3rd, 2021- For September 8th Council Meeting

Subject: Clerk-Treasurer Appointment

RECOMMENDATION

Please confirm the appointment of Dani Smith for the position of the clerk-treasurer.

BACKGROUND

Per our municipal code below, the clerk-treasurer position is appointed by the Mayor with confirmation by a majority vote of the Council.

2.08.020 Appointment.

The city administrator, clerk-treasurer, director of public works, chief of police, chief of the fire department, municipal court judge, city attorney, as well as all other officers which may be provided for by ordinance or by action of the council and who serve as department heads and whose election is not required by statute, shall be appointed by the mayor, subject to confirmation by a majority vote of the council. To the extent not otherwise required or limited by contract, statute or ordinance, each appointee shall serve at the pleasure of the mayor.

(Ord. 742 § 2, 2007; Ord. 618 § 1, 1995; Ord. 552 § 2, 1990; Ord. 538 § 11, 1988; Ord. 373 § 10, 1977; Ord. 3 § 2, 1943)

(Ord. No. 765, § II, 1-13-2010)



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: September 3rd, 2021- For September 8th Council Meeting

Subject: BPA Information

BACKGROUND

The BPA administrator adopted a settlement developed among rate case parties and BPA staff that promotes BPA's competitiveness, meets its statutory obligations, and is consistent with BPA's strategic plan which prescribes sustainable debt management and capital funding approaches.

The effect of the settlement on power rates is remarkable in that it is one of the only times in BPA's history that the average power rate will decrease compared to current levels. BPA's average power rate will see an average decrease of 2.5% compared to current levels. Notably, this means BPA's annual 10-year rate trajectory is less than 2 percent, which is in line with historical inflation rates. This demonstrates the effectiveness of BPA and its partners cost discipline and continued efforts to bend the cost curve. The City of McCleary is expected to see a Power rate decrease of 3.7%. The spreadsheet is attached.

The average effective transmission rate will increase an average of 6.1% over the rate period, roughly half the rate increase envisioned in the rate case initial proposal. The City of McCleary is expected to see a Transmission rates rate increase of 9.8%. The spreadsheet is attached.

We will see the new rates from BPA take effect on October 1st of 2021.

BPA Power RIM - Summary Tab BP22 FINAL PROPOSAL Rates

McCleary, City of - Forecast Year FY2022

Item 6.

Rate Impact: MCCLEARY	BP22	BP20	% Rate Impact
Tier 1 Effective Rate (\$/MWh)	\$ 37.95	\$ 39.41	-3.70%

TIER 1 POWER RATES (USING BP22 LOAD FORECAST)	October	November	December	January	February	March	April	May	June	July	August	September	Annual
BP22 (\$/MWh)	\$ 39.45	\$ 33.30	\$ 36.07	\$ 39.23	\$ 42.20	\$ 36.21	\$ 41.74	\$ 39.08	\$ 38.14	\$ 32.09	\$ 36.99	\$ 39.90	\$ 37.95
BP20 (\$/MWh)	\$ 41.90	\$ 34.69	\$ 35.43	\$ 37.31	\$ 39.99	\$ 36.52	\$ 42.86	\$ 43.50	\$ 42.47	\$ 40.19	\$ 41.45	\$ 45.33	\$ 39.41
DIFFERENCE:	\$ (2.45)	\$ (1.39)	\$ 0.64	\$ 1.92	\$ 2.21	\$ (0.31)	\$ (1.11)	\$ (4.42)	\$ (4.33)	\$ (8.09)	\$ (4.46)	\$ (5.43)	\$ (1.46)

TIER 1 POWER CHARGES (USING BP22 LOAD FORECAST)	October	November	December	January	February	March	April	May	June	July	August	September	Annual
BP22 (\$)	\$ 105,191	\$ 100,602	\$ 128,864	\$ 150,781	\$ 133,736	\$ 110,282	\$ 113,463	\$ 82,043	\$ 76,792	\$ 62,913	\$ 74,224	\$ 78,883	\$ 1,217,774
BP20 (\$)	\$ 111,712	\$ 104,806	\$ 126,583	\$ 143,419	\$ 126,735	\$ 111,225	\$ 116,485	\$ 91,327	\$ 85,505	\$ 78,779	\$ 83,173	\$ 89,625	\$ 1,264,795
DIFFERENCE:	\$ (6,521)	\$ (4,204)	\$ 2,281	\$ 7,362	\$ 7,001	\$ (943)	\$ (3,022)	\$ (9,284)	\$ (8,713)	\$ (15,866)	\$ (8,949)	\$ (10,742)	\$ (47,021)

BP22 Inputs Used To Calculate Rate Impacts

	BP22	BP20
Total Retail Load (aMW)	3.664	3.664
Avg Customer System Peak (MW)	6.261	6.261
Existing Resources	0.000	0.000
NLSL Resources	0.000	0.000
Above-RHWM Load	0.337	0.012
New Resources	0.000	0.000
New Resource Remarketing	0.000	0.000
BPA Tier 2	0.000	0.000
Above-RHWM Served with Load Shaping	0.118	0.000
TOCA	0.052640%	0.052640%
CHWM	3.773	3.773
RHWM	3.546	3.698
RT1SC	6736.359	7024.512
Applicable Low Density Discount Rate	0.00%	0.00%
	BP22	BP20
Composite Charge (% of System)	\$1,262,364	\$1,251,072
Non-Slice Charge	(\$208,416)	(\$126,564)
Net Customer Charge	\$1,053,948	\$1,124,508
Demand	\$109,806	\$118,745
Load Shaping HLH	\$57,181	\$19,922
Load Shaping LLH	(\$3,161)	\$6,199
Load Shaping Total	\$54,020	\$26,121
Irrigation Rate Discount	\$0	\$0
Low Density Discount	\$0	\$0
Load Shaping Charge True-Up	\$0	(\$4,579)
Transfer Service Delivery Charge	\$0	\$0
PBL Provided Reg. & Freq. Response	\$0	\$0
TSSA Real Power Losses	\$0	\$0
Transfer Service Regional Compliance Enforcement	\$0	\$0
Transfer Reserves (Spinning + Supplemental)	\$0	\$0
Financial Reserves Policy Surcharge	\$0	\$0
Tier 1 Charges	\$1,217,774	\$1,264,795
Tier 1 Load (MWh)	32,093	32,093
Tier 1 Effective Rate (\$/MWh)	\$37.95	\$39.41
Tier 2 Short Term	\$0	\$0
Tier 2 Load Growth	\$0	\$0
Resource related charges (RSS, GMS, TSS, TCMS)	\$0	\$0
Tier 2 Vintage or New Resource Remarketing	\$0	\$0
TOTAL Power Charges	\$1,217,774	\$1,264,795
Total PF Load (Tier 1 and Tier 2) (MWh)	32,093	32,093
Tier 2 Non-Federal Resources	0	0
TOTAL Effective Rate Tier 1 and Tier 2 (\$/MWh)	\$37.95	\$39.41

- Notes:**
- (1) This Rate Impact Model (RIM) uses load forecasts which are published in the BP22 Rate Case Billing Determinant Model.
 - (2) BP22 Tier 1 Charges include the Irrigation Rate Discount, and Low Density Discount.
 - (3) BP22 Total Power Charges include Tier 1 Charges, Tier 2 Charges, Resource Support Services Charges, and other resource related charges
 - (4) This RIM uses BP22 monthly load forecasts (TRL and CSP) to compare BP22 and BP20 Effective Charges and Rates. However, it varies TOCAs, RT1SC, RHWM, and Above-RHWM Loads by Rate Study. Please also note that the difference in total hours between leap year and non-leap year will affect the aMW amounts shown.
 - (5) BP22 and BP20 Tier 1 Charges may include Transfer Charges, if applicable. Such charges were determined using load estimates from the BP22 Proposal.
 - (6) RIM provides an estimate of Tier 1 charges. Actual Tier 1 charges will vary based on actual Tier 1 loads and customer system peaks, which may vary from the forecast used in RIM.

Click to select customer
Control + Click to select multiple



- Customer Name**
- City of McCleary ^
 - City of Milton
 - City of Milton-Freewater
 - City of Minidoka
 - City of Monmouth
 - City of Plummer
 - City of Port Angeles
 - City of Richland
 - City of Rupert
 - City of Seattle, City Light D...
 - City of Soda Springs
 - City of Sumner v

			Total Impact of Selected Customer(s)		9.8%
Customer Name	Product Group	Product Category	Revenue @ Current Rates	Revenue @ Proposed Rates	Customer Rate Impact
City of McCleary	NETWORK	NETWORK INTEGRATION	102,617	117,682	14.7%
	ANCILLARY SERVICES	SCHED, SYS CTRL & DISPATCH	21,265	22,663	6.6%
		OPERATING RESERVE-SPIN & SUPP	16,649	17,041	2.4%
		REGULATION & FREQ RESPONSE	15,829	14,860	-6.1%
		OTHER REVENUE SOURCES	3,231	2,939	-9.0%
	OTHER REVENUES & CREDITS				
City of McCleary Total			159,591	175,185	9.8%



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: September 3rd, 2021- For September 8th Council Meeting

Subject: Large Document Scanner Contract

RECOMMENDATION

Please allow the Mayor to sign the agreement with Kelley Connect for the wide format scanner/printer.

BACKGROUND

Attached are 2 proposals that are for a color scanner that also is a printer for color wide format with OCR capabilities. Both proposals will end our commitment on the Contex Large Document Scanner. There are service options for both machines, but since both machines have a 90 warranty, we be able to see what maintenance options would work best for us and sign a separate agreement after the 90 days.

Proposal #1 is from Kelley Connect, who also provides the lease and maintenance of the front office copy/scan/fax machine. They are proposing a HP DesignJet XL 3600 and have them in stock and available. Their lease monthly payment is for \$230.00 per month.

Proposal #2 is from Ricoh, who has the current contract for the Contex Large document scanner. They are proposing a Ricoh MP CW2201SP Color Wide Format. They have to order and at least 1 month out on delivery. Their lease monthly payment is for \$222.49 per month.



22710 72nd Ave S
 Kent, WA 98032
 kelleyconnect.com

P: 206-284-9100
 F: 206-285-4023

Item 7.

Sales Agreement

ORDER #

SOLD TO			SHIP TO		
COMPANY City of McCleary			COMPANY City of McCleary		
ADDRESS 100 S 3 rd St			ADDRESS		
CITY McCleary	STATE WA	ZIP 98557	CITY	STATE	ZIP
CONTACT Todd Baun		PHONE (360) 495-3667	CONTACT		PHONE
EMAIL toddb@cityofmcclary.com			EMAIL		

Lease – Monthly Payment#: \$230.00

ITEM # /	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
HP XL3600 MFP	HP XL3600 MFP PS – InkJet Color Plotter/Scanner System	1		
Click Software	Submission software reducing down-load time frames for large files across network			
	Includes Delivery & Install			
	Network Connectivity & Training			
	90 Warranty, we will review a Parts & Labor contract after that			
	Kelley will sent the City \$1,800 rebate for final payment on current lease			
	Kelley will ship the scanner back to the Lessor after we receive the RA			
	Contingent on Council Approval on September 9 th 2021			
	Washington Master Contract No. : 06619			

SUPPLIES AND MAINTENANCE		CHARGES	
INCLUDED IN LEASE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> MAINTENANCE AGREEMENT	SUBTOTAL
<i>Please refer to your LEASE or MAINTENANCE AGREEMENT for volume and rates.</i>			DELIVERY
SPECIAL INSTRUCTIONS OR CONDITIONS OF SALE:			NETWORK INSTALL
			SALES TAX
			TOTAL
			LESS DEPOSIT
			BALANCE DUE

Nathan Bennett 8/24/2021
Sales Representative **Order Date**

The parties acknowledge and agree all terms and conditions stated on the reverse side of the Sales Agreement constitute an integral part of the Sales Agreement and are incorporated herein. By signing this Agreement, the Customer represents it fully understands all terms and conditions stated herein, and agreement constitutes the entire understanding between Kelley Connect and Customer.

KELLEY CONNECT APPROVAL

ACCEPTED BY CUSTOMER

 AUTHORIZED SIGNATURE REQUIRED

 AUTHORIZED SIGNATURE REQUIRED

 PRINTED NAME

 PRINTED NAME

REV 082611

Page 1 of 2

TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof. This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in the State of Washington and exclusive venue of any action arising out of this agreement shall be in King County, Washington.

EQUIPMENT WARRANTIES

Kelley Connect (KELLEY) warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by KELLEY salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

KELLEY MAINTENANCE AND PERFORMANCE GUARANTEE

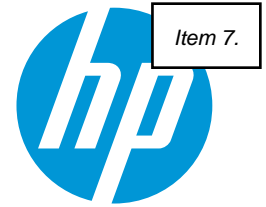
Performance Guarantee - If your equipment is covered by a continuous KELLEY maintenance agreement and is out of service for more than two (2) consecutive business days after notifying KELLEY or requires off-site service, a loaner copier or facsimile will be provided by KELLEY at no additional charge.

Equipment Training Guarantee - KELLEY will provide initial training plus any follow-up training needed by appointment at no additional charge.

Solution Sales & Software/Connectivity Guarantee - KELLEY will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

Service Cost - KELLEY guarantees that the cost of your maintenance agreement will not increase more than 10% per year, as long as you continue to be the original owner of this equipment.

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.



HP DesignJet XL 3600 Multifunction Printer series

Experience a new standard with the most immediate and robust MFP in the market²



IMMEDIATE RESULTS—Fastest first page out²

- Don't wait in front of your printer with the fastest first page out, in just 29 seconds.²
- Free up your time with radically simple and fast batch PDF printing using HP Click software.
- Quickly access your personal and group folders from the touchscreen, so you can print and share right away.³
- Easily digitize your projects with automated scanning, user-centric quicksets, and post-editing capabilities.

A NEW STANDARD—Experience extreme reliability

- Built with the most robust design for demanding environments.²
- Best fit for your office with up to 30% smaller footprint and the most quiet operation.⁴
- Flawless user experience thanks to automatic media loading and print stacking up to 100 pages.
- Get the lowest running costs, with mono and color prints at the same price and using up to 10X less energy.²

SECURE—World's most secure large-format printer¹

- Rely on the best network protection with features like HP Secure Boot and whitelisting.¹
- Control who accesses the printer and its confidential documents with secure user authentication.
- Keep your fleet secure at any time with HP JetAdvantage Security Manager.

For more information, please visit <http://www.hp.com/go/designjetxl3600>

Dynamic security enabled printer. Only intended to be used with cartridges using an HP original chip. Cartridges using a non-HP chip may not work, and those that work today may not work in the future. More at: <http://www.hp.com/go/learnaboutsups>

¹ Advanced embedded security features are based on HP review of 2019 published embedded security features of competitive printers, as of February 2019.
² Based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Fastest first page out and up to 10 times less energy consumption based on internal HP testing for specific use scenarios. Operational costs based on low-volume LED technology under \$17,000 USD in the market as of November, 2018. Operational costs consist of supplies and service costs. For testing criteria, see <http://www.hp.com/go/designjetxlclaims>.

³ Using Lightweight Directory Access Protocol (LDAP).

⁴ 30% smaller footprint based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 40% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Measure done considering operational footprint (with the media drawer open). Most quiet operation based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Most quiet according to internal HP testing operation mode and ready/sound mode sound pressure (plain paper, line drawing, normal mode) compared to published specifications of competitive printers. For testing criteria, see <http://www.hp.com/go/designjetxlclaims>.

Technical specifications

General

Technology	HP Thermal Inkjet
Applications	Line drawings; Maps; Orthophotos; Presentations; Renderings
Ink types	Dye-based (C, G, M, pK, Y); pigment-based (mk)
Ink cartridges	6 (cyan, gray, magenta, matte black, photo black, yellow)
Printheads	1 (C, M, Y, G, mK, pK)
Print resolution	Up to 2400 x 1200 optimized dpi
Minimum line width	0.0008 in (0.02 mm) (HP-GL/2 addressable)
Guaranteed minimum line width	0.07 mm (ISO/IEC 13660:2001(E)) ³
Line accuracy	±0.1% ²

Print speed

First page out	29 sec; Wake-up time less than 10 sec (no warm-up time)
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Media

Media rolls	2
Roll width	11 to 36-in (279 to 914-mm) width, 656-ft (200-m) length, 3-in core (default) or 2-in core (optional)
Roll diameter	7 in (180 mm)
Media thickness	Up to 19.7 mil Up to 0.5 mm
Media types	Bond and coated paper (bond, coated, heavyweight coated, super heavyweight plus matte, colored), technical paper (natural tracing, translucent bond, vellum), film (matte, polyester), photographic paper (satin, gloss, semi-gloss, matte, high-gloss), backlit, self-adhesive (two-view cling, indoor paper, polypropylene, vinyl), banner and sign materials (polypropylene, scrim banner)

Scanner

Description	Sheetfed, CIS (Contact Image Sensor)
Speed	Scan: Up to 3 in/sec (7.62 cm/sec) color, 200 dpi, up to 10 in/sec (25.4 cm/sec) grayscale, 200 dpi; Copy: Up to 6 in/sec (15.24 cm/sec) color, 200 dpi, up to 10 in/sec (25.4 cm/sec) grayscale, 200 dpi
Optical resolution	Up to 600 dpi
Scan width	36 x 315 in (914 x 8000 mm) JPEG; 24 x 590.5 in (610 x 15,000 mm) TIFF; 36 x 315 in (914 x 8000 mm) PDF
Original thickness	0.03 in (0.8 mm)
Scan format	JPEG, TIFF, PDF (for PostScript Printer)
Scan destination	USB, shared network folder, printer HDD, email

Embedded controller

Memory	128 GB (file processing) ¹
Hard drive	Standard, 500 GB (AES-256 encrypted)
Print languages	Standard: PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7, HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4; Non-PostScript Printer: HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4 Optional: Non-PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7

Connectivity

Interfaces	Gigabit Ethernet (1000Base-T), supporting the following standards: TCP/IP, BootP/DHCP (IPv4 only), DHCPv6, TFTP (IPv4 only), SNMP (v1, v2c, v3), Apple Bonjour Compatible, WS Discovery, Embedded Web Server (HTTP, HTTPS), IPsec, SMTP (email), Raw IP printing (9100), LPD, IPP, WS print, NTLM v2, SMBv3, SSL/TLS, 802.1X authentication (LEAP, PEAP, EAP-TLS), DFS
Printing paths	Direct printing from USB flash drive, print from network shared folder, email printing, HP driver for Windows, HP Print Service for Android, Apple AirPrint driver for macOS and iOS, HP Print for Chrome OS, HP Click, HP Smart App for iOS and Android, HP SmartStream (optional)

Dimensions (w x d x h)

Printer	59 x 26 x 52 in (1500 x 660 x 1310 mm)
Shipping	64 x 30 x 50 in (1620 x 770 x 1260 mm)

Weight

Printer	Single-roll: 340 lb (154 kg), Dual-roll: 375 lb (170 kg)
Shipping	Single-roll: 445 lb (202 kg), Dual-roll: 481 lb (218 kg)

Environmental

Operating temperature	41 to 95°F (5 to 35°C)
Operating humidity	20 to 80% RH

Acoustics

Sound pressure	Printing: 42 dB(A); Ready: 32 dB(A); Sleep: < 19 dB(A)
Sound power	Printing: 5.9 B(A); Ready: 4.9 B(A); Sleep: < 3.7 B(A)

Power

Consumption	< 120 W (printing + scanning); 40 W (ready); < 1.0 W (< 14 W with embedded Digital Front End) (sleep); 0.3 W (off)
Requirements	Input voltage (auto ranging) 100-240 V (±10%), 50/60 Hz (±3 Hz), 2 A

Certification

Safety	USA and Canada (CSA certified)
Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES)
Environmental	ENERGY STAR; WEEE; REACH; EPEAT

Warranty

	6KD24A, 6KD26A 90 days; 6KD24H, 6KD26H 3 years
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Ordering information

Product

6KD24A	HP DesignJet XL 3600 36-in Multifunction Printer with PostScript/PDF
6KD24H	HP DesignJet XL 3600 36-in Multifunction Printer with PostScript/PDF
6KD26A	HP DesignJet XL 3600dr 36-in Multifunction Printer with PostScript/PDF
6KD26H	HP DesignJet XL 3600dr 36-in Multifunction Printer with PostScript/PDF

Accessories

6CC86A	HP SmartTracker USB for HP XL 3000 Printer series
6CC86AAE	HP SmartTracker for HP XL 3000 Printer series
6SE88A	HP SmartStream Print Controller USB for HP XL 3000 Printer series
6SE88AAE	HP SmartStream Print Controller for HP XL 3000 Printer series HP
C0C66C	DesignJet PostScript/PDF Upgrade Kit
L3J69A	HP SmartStream USB Preflight Manager
L3J69AAE	HP SmartStream Preflight Manager

Original HP ink cartridges and maintenance supplies

B3P06A	HP 727 DesignJet Printhead
P2V89A	HP 766 300-ml Cyan DesignJet Ink Cartridge
P2V90A	HP 766 300-ml Magenta DesignJet Ink Cartridge
P2V91A	HP 766 300-ml Yellow DesignJet Ink Cartridge
P2V92A	HP 766 300-ml Matte Black DesignJet Ink Cartridge
P2V93A	HP 766 300-ml Gray DesignJet Ink Cartridge
P2V94A	HP 766 300-ml Photo Black DesignJet Ink Cartridge

ECO highlights

- Save paper with automatic print settings and image nesting
- ENERGY STAR® certified¹ and EPEAT® registered²
- Free, convenient HP ink cartridge recycling³
- FSC®-certified papers⁴, recyclable HP media; some HP media eligible for take-back program⁵

¹ ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency.

² EPEAT® registered where applicable. EPEAT registration varies by country. See <http://www.epeat.net> for registration status by country.

³ Program availability varies. Please check <http://www.hp.com/recycle> for details.

⁴ BMG trademark license code FSC®-C115319, see <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. Not all FSC®-certified products are available in all regions. For information about HP large format printing materials, please visit <http://www.HPLFMedia.com>.

⁵ Recyclable HP papers can be recycled through commonly available recycling programs, or according to region-specific practices. Some HP media are eligible for return through the HP Large Format Media take-back program. Programs may not exist in your area. See <http://www.HPLFMedia.com/hp/ecosolutions> for details.

Please recycle large-format printing hardware and printing supplies. Find out how at our website: <http://www.hp.com/ecosolutions>

¹ Mechanical printing time. Printed in Fast mode with Economode on, using HP Bright White Inkjet Paper (bond) and Original HP inks.

² ±0.1% of the specified vector length or ±0.2 mm (whichever greater) at 23°C (73°F), 50-60% relative humidity, on A0/E HP Matte Film in Best or Normal mode with Original HP inks.

³ Measured on HP Matte Film.

⁴ Based on 8 GB RAM.

⁵ BMG trademark license code FSC®-C115319, see <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. BMG trademark license code PEFC®/29-31-261, see <http://www.pefc.org>. HP trademark license code PEFC®/29-31-198, see <http://www.pefc.org>. Not all FSC®- or PEFC®-certified products are available in all regions.

⁶ Can be recycled through commonly available recycling programs.

⁷ Applicable for dual-roll printers only.



RICOH USA, INC.
George Trano
Account Manager-Government/K12
9020 SW Washington Square RD Suite 120
Tigard, Oregon 97223
360 213 6105 cell

August 13, 2021

**Proposal
For
City of McCleary**

60Mo. FMV Lease

Context Scanner IQ4450 Serial #52DR7200714P Pick up and return
Ricoh MP CW2201SP Color Wide Format \$222.49.
Unit B Stand
OCR (Searchable PDF)
Surge Protector

60Mo. S&S

\$45.00 and Includes
2000 sqft. per month.
Service and Supplies.
Overages .02B/W -
.03CLR.

US Communities Lease Language for PO

This Purchase Order incorporates by reference the lease and maintenance terms and conditions outlined in the U.S. Communities Master Lease Agreement (Rev. 04/15) and U.S. Communities Equipment Sale and Maintenance Agreement of U.S. Communities Contract No. 4400003732, as amended, and each as located at: <http://www.uscommunities.org/suppliers/ricoh/ricoh-contract/> (collectively, the "Contract") which terms and conditions (a) shall supersede all conflicting other terms and conditions of this Purchase Order, whether annexed or incorporated into this Purchase Order, and (b) to the extent applicable, are amended by the U.S. Communities addendum attached to this Purchase Order. All references to "Schedule" in the Contract shall mean this Purchase Order whether executed or not.

Ricoh Address
PO Box 650073
Dallas, TX 75265-0073



Your Configured RICOH MP CW2201SP



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
54.50in	26.60in	48.00in
(1,384mm)	(676mm)	(1,219mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120 – 127V/60Hz, 15A

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- MP CW2201SP
- MP CW2201 B Unit
- PrintCopy Tool (Full version)
- PrintCopy Tool Option Type D2016
- OCR Unit Type M13
- ESP XG-PCS-15D
- Print Cartridge Black MP CW2200
- Print Cartridge Cyan MP CW2200
- Print Cartridge Magenta MP CW2200
- Print Cartridge Yellow MP CW2200
- Ink Waste Tank



Main Unit

Item/Description	Item #	Power Requirements
MP CW2201SP	404830	120 – 127V/60Hz, 15A
MP CW2201 B Unit	404836	N/A

Print/Scan Options

Network Environment

Item/Description	Item #	Power Requirements
PrintCopy Tool (Full version)	415873	N/A
PrintCopy Tool Option Type D2016	404888	N/A

Printing/Scanning Features

Item/Description	Item #	Power Requirements
OCR Unit Type M13	417430	N/A

Security & Miscellaneous Accessories


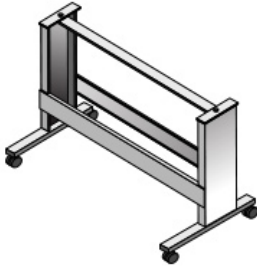
Item/Description	Item #	Power Requirements
ESP XG-PCS-15D	006428MIU	N/A

Supplies

Item/Description	Item #	Power Requirements
Print Cartridge Black MP CW2200	841720	N/A
Print Cartridge Cyan MP CW2200	841721	N/A
Print Cartridge Magenta MP CW2200	841722	N/A
Print Cartridge Yellow MP CW2200	841723	N/A
Ink Waste Tank	D6706413	N/A



Main Unit

Item/Description	Item #	Thumbnail
<p>MP CW2201SP</p> <ul style="list-style-type: none"> • Output Speed (D-Size): 3.8-ppm B&W and 2.1-ppm Color • Maximum Power Consumption: Less than 180W • Maximum Print Width: 36" (914mm) • Power Requirements: 120 – 127V/60Hz, 15A • Weight: 265 lbs. (120kg) • W x D x H (inches): 54.5 x 26.6 x 48 • W x D x H (mm): 1384.3 x 675.64 x 1219.2 	404830	
<p>MP CW2201 B Unit</p> <ul style="list-style-type: none"> • MP CW2201 B Unit is required to complete your configuration. 	404836	

Print/Scan Options

Network Environment

Item/Description	Item #	Thumbnail
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PrintCopy Tool (Full version)

415873

The PrintCopy Tool is a client/server application that enables users the ability to submit batched jobs to a centralized job management application that has the ability to hold the job for later reprints if needed.

The PrintCopy Tool includes a Print Tool which has a Graphical User Interface (GUI) for users to submit batched jobs consisting of multiple formats, a Direct Tool that can be used to generate shared folders with preprogrammed settings for submission and a Copy Tool (installed by Service) that can be used to scan from any color scanner to the Central Management Application and/or a color printer available on the network.

This option includes a dongle.

Note:

PrintCopy Tool (Full version) cannot be installed with PrintCopy Tool Type D2016 (Option D).

NO
IMAGE
AVAILABLE

Item 7.

PrintCopy Tool Option Type D2016

404888

A utility which enables centralized management of vast amounts of references and drawings.

This option includes a license string.

You can print Calcomp and other CAD files in an environment where a CAD application is not installed.

Note:

PrintCopy Tool (Full version) must be selected to add this option.

NO
IMAGE
AVAILABLE

Printing/Scanning Features

Item/Description

Item #

Thumbnail

OCR Unit Type M13

417430

Required for OCR scanned documents.

This function embeds invisible text on scanned images of PDFs and enables users to search PDF files by arbitrary keywords. Searchable PDF files can be sent to email, folders and external media (USB/SD).



Security & Miscellaneous Accessories

Item/Description

Item #

Thumbnail




ESP XG-PCS-15D

006428MIU

Provides multi-stage power protection as well as line conditioning. Our Advanced Technical Support (ATS) recommends the use of Power Protection products to minimize potential electrical interference with products.



27

Item/Description	Item #	Thumbnail
<p>Print Cartridge Black MP CW2200</p> <p>Unit Packaging: 1 Bottle (200 ml.)</p> <p>Average Yield: B&W - 1,030 feet / 314 meters and Color - 685 feet / 209 meters</p> <p>Based on A1/D-size, LEF; APV = 120m (1 P/J); Coverage = B&W, 6%/Color = 5% x 4 Colors = 20%; Usage Ratio: Black, 60%/Color, 40%.</p> <p>Note: The ink that comes with the mainframe is a starter kit only. Additional ink is required for continued use of the equipment.</p>	841720	
<p>Print Cartridge Cyan MP CW2200</p> <p>Unit Packaging: 1 Bottle (100 ml.)</p> <p>Average Yield: B&W - 1,381 feet / 421 meters and Color - 918 feet / 280 meters</p> <p>Based on A1/D-size, LEF; APV = 120m (1 P/J); Coverage = B&W, 6%/Color = 5% x 4 Colors = 20%; Usage Ratio: Black, 60%/Color, 40%.</p> <p>Note: The ink that comes with the mainframe is a starter kit only. Additional ink is required for continued use of the equipment.</p>	841721	
<p>Print Cartridge Magenta MP CW2200</p> <p>Unit Packaging: 1 Bottle (100 ml.)</p> <p>Average Yield: B&W - 1,361 feet / 415 meters and Color - 908 feet / 277 meters</p> <p>Based on A1/D-size, LEF; APV = 120m (1 P/J); Coverage = B&W, 6%/Color = 5% x 4 Colors = 20%; Usage Ratio: Black, 60%/Color, 40%.</p> <p>Note: The ink that comes with the mainframe is a starter kit only. Additional ink is required for continued use of the equipment.</p>	841722	

Print Cartridge Yellow MP CW2200

841723

Unit Packaging: 1 Bottle (100 ml.)

Average Yield: B&W - 1,364 feet / 416 meters and Color - 908 feet / 277 meters

Based on A1/D-size, LEF; APV = 120m (1 P/J); Coverage = B&W, 6%/Color = 5% x 4 Colors = 20%; Usage Ratio: Black, 60%/Color, 40%.

Note:

The ink that comes with the mainframe is a starter kit only. Additional ink is required for continued use of the equipment.



Ink Waste Tank

D6706413

Capacity: 425 ml

Based on APV = 120m; Color Ratio, 40%; Humidity 50%.

Note:

Not required at initial machine purchase.



Ricoh is committed to creating value for our customers through the production of top quality products, services and solutions that directly meet the needs of today's communication intensive business environments. As a result, we offer a range of Multifunction products with advanced scanning and printing options that help boost productivity and improve workflow by enhancing the user experience. Visit Ricoh-USA.com for more information. Item 7.

We offer a variety of services and solutions to meet diverse and challenging business needs. To find out more information, visit solutions.ricoh-usa.com

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RICOH
imagine. change.



City of McCleary

Memorandum

To: Mayor Orffer
 From: Todd Baun- Director of Public Works
 Date: September 3rd, 2021- For September 8th Council Meeting
 Subject: Asphalt and Concrete Crushing Bid Acceptance

RECOMMENDATION

Please accept the bid from Quigg Bros for the crushing of the concrete and asphalt at the Summit waste site.

BACKGROUND

Below are the 3 pricing quotes for crushing of concrete and asphalt piles at the Summit waste site that is near well #3. It has been estimated by the contractors that there approximately 900-1000 cubic yards of material to crush. We have budgeted \$40,000 in 2021 for this work.

Northwest Rock	\$40,000 Lump Sum
Quigg Bros.	\$12.75/ yard with mobilization cost of \$7,500 (12.75*1000= 12,750+7500= \$20,250)
Gordy Bagnell Trucking	\$26,136 includes lump sum plus sales tax.



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: September 3rd, 2021- For September 8th Council Meeting

Subject: Sign Code Clarification

RECOMMENDATION

Please advise on the sign code

BACKGROUND

We have a sign compliant that was submitted. We started investigating our code, the state RCW, and WAC about the rules of placement of political signs. What we have found is, the first step that should happen is the sign placement issue will have to go in front of the Council for clarification of the type of signs at the next council meeting

Our code states the following:

17.28.090 Signs.

- A. The construction and placement of all signs shall conform to the International Building Code.
- B. **No sign, except for traffic signs, portable signs, or other signs approved by the city council, shall be located within the right-of-way of any street or highway, nor project beyond authorized property lines,** except as provided below:
 Projecting signs in the C-1 and C-2 districts and authorized by the city shall extend no closer than two feet to the edge of the roadway and provide a minimum clearance of ten feet from the highest existing grade.
- C. Off-premise signs are not allowed in any zoning district except for the following so long as they do not constitute a hazard to life or property:
 1. Traffic signs and control devices;

2. Political signs not larger than thirty-two square feet;
3. Public notice signs;
4. Special event signs and banners for periods not to exceed sixty days when such placement is authorized by the city;
5. Real estate sale signs not larger than four square feet; and
6. Two-sided portable signs with each side no larger than nine square feet.
7. Subject to prior approval by the city administrator, off-premises directional signs providing guidance to the location of an assisted care facility licensed by the State of Washington subject to the following conditions:
 - a. The use is located upon property at least one block from Simpson Avenue, South 3rd Street, or North Summit Road.
 - b. The sign shall be directional in nature indicating only the name of the facility and the direction of travel required to reach the facility.
 - c. No more than two signs for each facility.
 - d. The sign or signs requested to be placed shall be obtained and installed by the city. Prior to ordering of the sign/s, the applicant shall pay to the city the estimated cost of such acquisition and the placement by city staff. In the event the estimate is less than the actual cost incurred, the applicant shall pay such cost upon the billing therefore: Provided that, in the event of the failure to pay within thirty days of such billing, the city may remove the sign/s. If the estimate is higher than the actual costs incurred, the applicant shall be reimbursed the excess.
- D. The maximum height for projecting signs or freestanding signs shall not extend more than five feet above the highest exterior wall of the building it serves or, if mounted on the roof ridge line, more than two feet above that ridge line.
- E. The property owner is responsible for removing any sign advertising a commercial use that has been discontinued for longer than thirty days.

(Ord. 709 § 1 (part), 2004)

(Ord. No. 749, § I, 7-25-2008)

The Revised Code of Washington (RCW) 47.42, the Highway Advertising Control Act, regulates signing on Interstate Highways, primary highways, and highways that are part of the Scenic and Recreational System. Signs erected on private property that are adjacent to these highways must comply with the Highway Advertising Control Act, rules contained in Washington Administrative Code (WAC) 468-66, and applicable local agency sign codes.



Transportation Building
 310 Maple Park Avenue S.E.
 P.O. Box 47300
 Olympia, WA 98504-7300
 360-705-7000
 TTY: 1-800-833-6388
www.wsdot.wa.gov

Dear Candidate:

The Washington State Department of Transportation (WSDOT) wishes to take this opportunity to advise political candidates about the placement of campaign signs and placards along state highways.

Revised Code of Washington (RCW) 47.42, the Highway Advertising Control Act, regulates signing on Interstate Highways, primary highways, and highways that are part of the Scenic and Recreational System. Signs erected on private property that are adjacent to these highways must comply with the Highway Advertising Control Act, rules contained in Washington Administrative Code (WAC) 468-66, and applicable local agency sign codes.

In accordance with WAC 468-66-050, *Sign Classification and Specific Provisions*, temporary political campaign signs are identified and regulated as a type of on-premise sign intended to express a property owner's endorsement of a political candidate or initiative. Prior to placing signs, WSDOT recommends checking with the property owner for approval and to determine property line locations. Campaign signs are allowed under the following regulations:

- 1) Temporary political campaign signs are limited to a maximum size of thirty-two square feet.
- 2) Temporary political campaign signs must be removed within ten days following the election.
- 3) Sign installers must have permission of the underlying property owner prior to placing signs.
- 4) Temporary political campaign signs are subject to all other applicable provisions of RCW 47.42 and WAC 468.66 that pertain to Type 3 on-premise signs.

In addition to the above restrictions, **the erection of temporary political campaign signs within the right-of-way of all state highways is prohibited. Accordingly, signs placed within the right-of-way of any state highway are subject to removal by the Washington State Department of Transportation.**

Also, RCW 47.36.180(1) states in part that it is unlawful to erect any structure, sign, or device visible from a city street, county road, or state highway that simulates any directional, warning, or danger sign likely to be mistaken for such a sign. Therefore, a campaign sign cannot be designated in a manner that resembles an official traffic control sign.

If you should have any questions about placement of campaign signs along state highways, please contact Trevor McCain at 360-705-7282 or email at mccaint@wsdot.wa.gov.

We sincerely hope that candidates for public office will observe the laws and regulations enacted to limit driver distraction, and protect and preserve the roadside beauty of our state. Thank you in advance for your courtesy in this matter.

August 30, 2021

Dear LIHEAP Vendor;

Enclosed please find the Vendor Agreement for the Low-Income Home Heating Assistance Program (LIHEAP) Water Assistance.

Please sign the agreement and return through mail, e-mail or fax

Please retain a copy for your records.

If you have any questions, you can reach me at 360-500-4509.

Thank you for assisting us in providing services to households in Grays Harbor and Pacific Counties.

Sincerely,

Debbie Gregg

Debbie Gregg

LIHEAP Lead

Coastal Community Action Program

E-mail: debbieg@coastalcap.org

Fax: 360-532-4623



LOW INCOME HOME HEATING ENERGY VENDOR AGREEMENT WASHINGTON WATER ASSISTANCE 10/01/2021-09/30/2022

This agreement, dated as of October 1st 2021, is entered into by and between Coastal Community Action Program, and City of McCleary, a supplier of home water and/or waste water.

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

1. Accept and review client applications and determine eligibility of households for payments.
2. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of 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 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.

WATER VENDOR RESPONSIBILITIES

The Vendor shall:

1. Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30 days.
2. Notify the customer of the amount of benefit payment applied to the customer's billing.
3. Keep customer records confidential.
4. Maintain records for four (4) years from the date of this agreement, or long if the vendor is notified that a fiscal audit for a specific program year is unresolved.
5. Not treat adversely, or discriminate against any household that receives assistance payments, either in the cost of the goods supplied or the services provided.
6. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.
7. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratorium, if governed by that ruling.
8. 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 assistance payments.
2. Amount of assistance to each household.
3. Source of payment.

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 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

Greg Claycamp

Printed Name

HCS Director

Title

Coastal Community Action Program

Name of Company

Date

Signature

Printed Name

Title

City of McCleary

Name of Company

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY’S SUBMISSION OF AN APPLICATION TO THE WASHINGTON STATE DEPARTMENT OF COMMERCE COMMUNITY ECONOMIC REVITALIZATION BOARD.

RECITALS:

1. The Council has been informed that the City’s administration wishes to submit an application to the Washington State Department of Commerce Community Economic Revitalization Board (CERB) seeking a grant to aid in funding certain planning activities.

2. The Council finds that such a submission is in the interests of the City and the goals of identifying and developing approaches to satisfying the future needs of the City

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

SECTION I:

A. To have prepared and to execute any and all documents required to complete the application for the planning grant explained to the Council at its September 8, 2021, meeting.

RESOLUTION - 1

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

B. To submit that completed application and any other documents which may thereafter be required in relation thereto to the Washington State Department of Commerce Community Economic Revitalization Board.

SECTION II: A certified copy of this Resolution shall be provided to CERB or any other state agency which requests the same in relation to the submission authorized by Section I.

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

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney