



McCleary Regular City Council Meeting

Wednesday, January 12, 2022 – 6:30 PM

WebEx Virtual Meeting

Agenda

WebEx Meeting Link:

<https://cityofmcclary.my.webex.com/cityofmcclary.my/j.php?MTID=m497f37e58b324287c3ef6d19c6f80f6b>

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

Meeting number (access code): **2559 491 4437**

Meeting password: **pmBNSE38PU6 (76267338)** from phones and video systems)

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Public Comment

Consent Agenda

- [1.](#) Regular City Council Meeting Minutes 12/8/2021
- [2.](#) Accounts Payable Dec 1-15 Ck #'s 50035-50098 including EFT's \$193,937.52
- [3.](#) Accounts Payable Dec 16-31 Ck #'s 50099-50129 including EFT's \$263,047.76
- [4.](#) December Payroll Check #s 50027-50036; 50131-50141 and EFTs totaling \$193,668.93

New Business

- [5.](#) Mason PUD #1 Mutual Aid Appreciation Letter
- [6.](#) Mayor Pro Tem Appointment
- [7.](#) Council Committee Assignments 2022
- [8.](#) BPA Customer Portal Access and Use Agreement
- [9.](#) Evergreen Consulting Group (ECG) Technical Assistance Proposal
- [10.](#) Municipal Service Agreement between Connections and City of McCleary Police Department
- [11.](#) Proposed Fireworks Ordinance Discussion
- [12.](#) Proposed Planning Commission Changes Discussion
- [13.](#) Proposed Salary Commission Discussion

Old Business

Ordinances and Resolutions

- [14.](#) Aquifer Zoning Moratorium Ordinance 867
- [15.](#) Resolution 744 CERB Grant Application Approval (Previous Resolution Number assigned out of order)

Updates

Public Comment

Executive Session

- [16.](#) Discuss Active Litigation - RCW 42.30.110(1)(i)

Adjourn

Please turn off Cell Phones- Thank you

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McCleary Regular City Council Meeting

Wednesday, December 08, 2021 – 6:30 PM

McCleary Community Center & WebEx Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

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

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

Agenda Modifications/Acceptance

Motion to accept agenda

Motion made by Councilmember Iversen, Seconded by Councilmember Huff.

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

Public Comment

Angela Rittinger asked why the city sent 2 crew members 110 miles away to pick up shrubbery that could have been purchased much closer using a local business. Mayor Orffer said we would talk to Steve Randich, Public Facilities Manager about that.

Ms. Rittinger then asked how many generators the city had. Mayor Orffer did not know the number, and asked Public Works Director, Todd Baun. Baun said including the Fire Department all together we have 6 or 8. Ms. Rittinger then asked if the generators could be used for hunting and personal use. Baun said yes employees have been allowed to use small equipment for personal use.

Gary Atkins shared his concerns regarding a resident named Sean. He goes in and smokes in the bathroom, sleeps in the bathroom as well. He has threatened to kill people. He is concerned. Hoping the police department could do something to prevent members of the public from getting hurt by him. Chief Blumer stated that Sean is not mentally capable to commit a crime, and the jails won't take him. Mr. Atkins said we (the city) could probably talk to someone to find a starting point for resources. Mayor Orffer will follow up with the Public Works Crew regarding locking of the restrooms at night, and she suggested that Mr. Atkins contact the police department to report incidents, and once alerted, they will respond.

Consent Agenda

Motion to approve Consent Agenda

Motion made by Councilmember Iversen, Seconded by Councilmember Amsbury.

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

1. Regular City Council Meeting Minutes November 10, 2021
2. Special City Council Meeting Minutes November 22, 2021
3. Accounts Payable November 1-15 Ck Numbers 49901-49965 totaling \$77,685.33
4. Accounts Payable November 16-30 Ck Numbers 49978-50026 totaling \$51,870.83 including EFT's
5. November Payroll Check #s 49966-49977 and EFTs totaling \$222,090.45

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6. Finance & Administration, Light and Power, Police, Public Works, Building & Planning, and Wastewater

New Business

7. 2022 Budget

Motion to Adopt the 2022 Budget

Motion made by Councilmember Heller, Seconded by Councilmember Huff.

Voting Yea by Roll Call Vote: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen

8. A2Z Janitorial Contract Renewal/Change Order

Motion to approve A2Z Janitorial Contract Renewal/Change Order

Motion made by Councilmember Huff, Seconded by Councilmember Amsbury.

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

9. Contract for Legal Services

Approve the Contract for 2022 Legal Services

Councilmember Huff suggested delaying signing until January 1, 2022, so Mayor Elect Miller could sign the contract.

Motion to Approve the Contract for 2022 Legal Services to be signed by Mayor Elect Miller January 1, 2022

Motion made by Councilmember Heller, Seconded by Councilmember Amsbury.

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

Old Business

10. Follow up Discussion to Set 2022 Rates

Adopted within the 2022 Budget.

11. Police Body Cameras and In-Car Video Update

Chief Blumer proposed purchasing Police Body Cameras and In-Car Video due to having unspent revenue in 2021. Council discussion took place regarding the different price packages.

Motion made by Councilmember Iversen to purchase the Body Worn Cameras with the live feed.

Councilmember Miller said he would prefer to have body worn cameras and in car video if the funding was available. He felt you get more advantage from both. Members of the public agreed with Councilmember Miller.

Council discussion took place, and Chief Blumer was asked if the \$61,641.99 was the total, Chief Blumer said the \$61,641.99 did not include installation which will be an additional \$1000 per vehicle.

Councilmember Iversen's motions was amended.

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Motion made by Councilmember Iversen and seconded by Councilmember Miller to amend the original motion and make a motion to purchase the body cameras with live feed, as well as the in-car video cameras for a cost of \$61,641.99 plus \$1,000 installation fee per camera.

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

Ordinances and Resolutions

12. Resolution # 742 Honoring Brenda Orffer

Motion to Adopt Resolution 742, honoring Brenda Orffer

Motion made by Councilmember Heller, Seconded by Councilmember Huff.

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

Mayor Orffer spoke

Thank you and truly it's been a pleasure to serve our community. I have done the best that I can do, presented myself in a way that is professional, and try to resolve issues as quickly as I could and at the lowest point tight circle possible. I have also worked to do everything within my integrity and for the betterment of the city, because yes, I live here too and everything that happens here affects me and my family. And that is what we want, we want a city that people are eager to come here. They're sorry that they left and they're eager to return, and I think that is how we want to host everyone that comes into our city. I have had many comments about the welcome look that the city had after our 3rd Street remodel and the signage, and the things that have occurred over the past several years. People that haven't been here in a long time particularly notice it. It's been a wonderful addition and it's been nice to see the upgrades. I also want to thank the city staff. I gained an appreciation for these people that I had never had before. As a citizen, I turn on my lights, I turn on my water, I flush my toilet, and everything works. When I came to work for the city as a Councilmember, then as the Mayor, I saw a team of people that keep everything running and the admiration I have for them. I hope that they have felt that while I have been here, I've tried to support them the best that I could. I wish Mayor Miller all the best in the future, and his success is all our success. I fully support him. I want him to have a very successful Mayorship and I wish this council all the best, the new members coming on. It's been an honor to serve you. Every project, everything that I approach, and everything that I do, my goal is to leave it in a better state or condition than what I found it. So, thank you for allowing me to serve.

Public Comment

Gary Atkins asked how many cameras we have that are not being used. Mayor Orffer answered there is none that are not being utilized. Mayor to explain to Mr. Atkins that we can connect him with the people that made the camera decisions and can answer the questions. Mayor will ask Staff to do a written memorandum as to where the cameras are located.

Swearing In of Elected Officials

Mayor Orffer administered the Oaths of Office to Mayor Elect Chris Miller, Councilmember Elect Max Ross, Councilmember Elect Joy Iversen, and Councilmember Elect Andrea Dahl.

13. Oath of Office Mayor Christopher Miller

14. Oath of Office Councilmember Max Ross

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15. Oath of Office Councilmember Deborah Joy Iversen
16. Oath of Office Councilmember Andrea Dahl

Councilmember Iversen thanked Mayor Orffer for her service, and thanked Councilmember Heller for his service on Council.

Councilmember Heller spoke: Councilmember Heller said it had been an interesting 4 years. It has been a fun experience even with the difficulties in the last 2 years with the public health emergency. He believes he is leaving the city in a better place than when he came on as Councilmember. He is looking forward to seeing what the new Council members will bring, and he is looking forward to the next 4 years of McCleary.

Adjourn

Adjourn the meeting at 7:17PM

Motion made by Councilmember Iversen, Seconded by Councilmember Huff.

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

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PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY
N. 21971 Hwy. 101
Shelton, Washington 98584

BOARD OF COMMISSIONERS

Item 5.

MIKE SHEETZ, Commissioner
JACK JANDA, Commissioner
RON GOLD, Commissioner

January 7, 2022

City of McCleary
Attn: Chris Miller, Mayor
100 S. 3rd Street
McCleary, WA 98557

Re: Mutual Aid Response for Mason PUD 1

Dear Mayor Miller and Councilmembers,

2022 arrived with a disastrous weather event for Hood Canal and Mason PUD No. 1 on January 1st. The huge accumulation of snow coupled with 50-60 mph winds wreaked havoc on our entire electrical system, closing US Hwy 101 for several days. While most of our customers were restored within three days, as of today, we still have a handful of customers that have been out of power for six days.

Without the assistance of our neighboring public power agencies, like the City of McCleary, our customers would likely have experienced an outage lasting 10-14 days during a very cold month. Paul Nott and his crew were just outstanding. Not only did they arrive promptly and ready to work, but they also brought supplies that we ran out of and haven't been able to get due to supply chain issues. They kept us going.

Your line crew worked tirelessly for our customers this week. Long days in treacherous weather. The efficiency and skill of your crew is a testament to Paul's leadership. His communication was fantastic and expertise was much appreciated. It was a relief to have his team to rely on to get our system repaired and back in service.

McCleary has always been a good neighbor to Mason PUD 1. We have assisted each other many times over the years. This is the biggest storm event our PUD has seen in decades. We would not have come out it successfully or as quickly as we did without your crew.

Please thank each of them for their hard work on behalf of the board of commissioners, staff and ratepayers of Mason PUD 1. Don't hesitate to call us the next time that you're in need of assistance. This is what public power is all about.

Sincerely,

Handwritten signature of Mike Sheetz in blue ink.

Mike Sheetz
Board President

Handwritten signature of Jack Janda in blue ink.

Jack Janda
Vice President

Handwritten signature of Ron Gold in blue ink.

Ron Gold
Board Secretary

Handwritten signature of Kristin Masteller in blue ink.

Kristin Masteller
General Manager

Last Modified: 07/19/2021

READ CAREFULLY

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If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

- Accessing the Website. We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including Authorized Users.

☐ I have read the Legal Notifications and Acceptance of Terms of Use and agree to be bound by them.

CUSTOMER PORTAL ACCESS AND USE AGREEMENT

The Bonneville Power Administration (Bonneville) created the Customer Portal (CP) to improve customer access to its customer account information, including billing and metering information. The CP is a secure web-based application that allows Bonneville's customers direct access to their metering data and permits customers to authorize Third Party Users to access their account information. As a condition of accessing the CP, a customer must execute a Customer Portal Access and Use Agreement.

Definitions:

1. Authorized User – An individual or entity authorized by the customer to access their CP account, e.g. CP Administrator, employees, or Third Party Users.
2. CP Administrator – The individual(s) designated by the customer to fulfill the CP Administrator's role and responsibilities as outlined on the CP Administrator's page.
3. Third Party User – An individual or entity authorized by the customer's CP Administrator to access the customer's CP Account.

TERMS OF AGREEMENT

This CP Access and Use Agreement (Agreement) will be effective at 0000 hours on the date signed by the Customer (Effective Date), and will continue in effect until terminated in writing by either the Customer or Bonneville.

1. CUSTOMER AGREES:

- a) The Customer will designate a CP Administrator(s). The CP Administrator(s) will manage the Customer's CP account and approve Authorized User access.
- b) The Customer will maintain at least one designated CP Administrator at all times. In the event the CP Administrator changes, the Customer will provide Bonneville with written notification designating a new CP Administrator within a reasonable time but no later than two (2) weeks.
- c) The Customer, CP Administrator(s), and Third Party Users must agree to the [Legal Notifications and Acceptance of Terms of Use \(Terms of Use\)](#) to access the Customer Portal.
- d) The Customer's CP Administrator(s) is responsible for designating employees and Third Party Users as Authorized Users.
- e) The Customer's CP Administrator(s) is responsible for managing each Authorized User's level of account access.
- f) The Customer's CP Administrator(s) must designate and maintain Customer

subsidiaries whose business information will be accessed through the CP.

- g) The Customer is responsible for the acquisition and maintenance of all hardware, software and communication equipment necessary to access and use the CP. Bonneville will not provide any information technology support to any CP user(s).

2. DISCLAIMER OF LIABILITY

Bonneville expressly disclaims all liability for any damages related to Customer's, CP Administrator's, or Authorized User's access to, inability to access, loss of privacy or otherwise, arising out of or in any way related to the use of the CP website or any information obtained from or missing from it, including any indirect, special, incidental, consequential, punitive, or other damages (including, without limitation, damages for loss of business or lost profits), whether based on breach of contract, breach of warranty, tort (including negligence), or otherwise.

3. TERMINATION

This Agreement may be terminated by either Bonneville or the Customer after providing two (2) weeks written notice to the other party.

4. ENTIRE AGREEMENT

The Customer Portal Access and Use Agreement, the Legal Notifications and Acceptance of Terms of Use and the Bonneville Privacy Policy constitute the sole and entire agreement between Bonneville and the Customer regarding the CP account and supersede all prior and contemporaneous understandings, agreements, contracts, representations, and warranties, both written and oral, which purport to describe or embody the subject matter of this Agreement.

Customer Legal Name

Signer Name

Signer Title

Date

☐

By checking this box you affirm that you are an authorized representative of the Customer with authority to enter into this Customer Portal Access and Use Agreement.

City of McCleary (CMC)
 Commercial and Residential Energy Efficiency Programs
 Technical Assistance proposal from Evergreen Consulting Group (ECG)
 January 1, 2022 through December 31, 2022
 12/20/2021

Scope:

Provide program management and operation support for CMC's Commercial and Residential Energy Efficiency Programs.

Included in the management and operations of the program are the following elements:

- Providing technical energy efficiency program assistance to CMC's customers (at the direction of Todd Baun or Josh Cooper) at their sites in the CMC service area for up to two days a month. The technical assistance can consist of conducting commercial lighting audits, pre and post verifications of commercial lighting projects, pre and post verifications of residential weatherization and ductless heat pump projects and other site verifications as requested by Todd Baun or Josh Cooper for CMC's customer energy efficiency projects. It will also include preparing proposals for CMC customers including recommending energy efficient lighting, consulting with Trade Allies to encourage their participation in CMC's programs.
- Preparing customer agreements (CMC's agreement), ensuring they are signed and customers are instructed as to the necessary documentation for Incentives from CMC once the energy efficiency project is completed.
- Assembling the completed packages of paper work including the customer agreement, pre and post verifications, customer invoices, disposal forms and incentive request forms. These completed packages will be provided to CMC management.
- There will be a monthly tracking report presented to CMC management.
- CMC will be responsible to issue the incentive checks to the customer. ECG will enter the energy efficient projects into the BPA reporting system,
- Evergreen will submit monthly invoices to CMC for Evergreen's Labor and other expenses.

The on site technical assistance will be provided typically by Andy Gerde or other Evergreen Field Specialists with backup from Mike Porter.

Agreed to the above:

Agreed to the above:

 City of McCleary

 Evergreen Consulting Group, LLC

 Date

 Date

To City of McCleary
 From: Evergreen Consulting Group LLC
 Time Period: January 1, 2022 to December 31, 2022

Evergreen Consulting TeamHourly Rate

Eric Wilson Program Director	\$	140
Mike Porter, Program Manager	\$	124
Andy Gerde, Lighting Specialist	\$	110

Task Description:	Evergreen Consulting Group Hours			Costs		
	Eric	Mike	Andy	Directs	Directs - Notes	Total Cost Labor+Directs
Monthly site visit to CMcC service area for pre & post Residential ductless heat pump, heat pumps, weatherization inspections and trade ally support (up to .5 day/month)			48	\$ 300	Travel	\$ 5,580.00
Office followup with cust & trade allies-review audits, approve & notify trade allies's (1 hr /month)			12			\$ 1,320.00
Supervision, project file completion, project tracking & followup with trade allies		36				\$ 4,464.00
Directing project	3					\$ 420.00
Completed projects submitted to CMcC for BPA submittal (2 per month)		24				\$ 2,976.00
	3	60	60	\$ 300		\$ 14,760.00

Budget Assumptions:

CMcC pays incentives to customers & Evergreen enters data in BPA system



CONNECTIONS
a center for healthy families

December 14, 2021

City of McCleary, Police Department
100 S 3rd St
McCleary WA 98557

Dear Chief Blumer:

Enclosed is the Municipal Contract between the Connections, A Center For Healthy Families and your city. Please forward this contract to your Mayor for signature. After the Mayor's signature, please send it back to the Connections, A Center For Healthy Families and I will have Margaret Carthum sign as President of the **Connections, A Center For Healthy Families Board of Directors.**

The following information highlights the pertinent components of the contract:

The annual fee of \$5,000.00. Please note that this contract reflect an increase of \$1,000. This is the first increase that has ever been implemented and we have to do this due to funding reduction in other funding streams.

- Your funds pay for Forensic Interviews, MDT and case coordination.
- The agreement will equate to **87** hours in a calendar year for any and all investigations, a total of approximately **25** interviews, etc. for child physical and sexual abuse cases. I would encourage you to use these hours as best fits with your current resources.

Connections, A Center For Healthy Families hires the Interviewer on a monthly salary and provides benefits. Thank you for past participation in this unique and mutually beneficial contract. I look forward to another year of working together.

Sincerely,

Sue Bucy, Executive Director
Connections, A Center For Healthy Families

514 East Broadway Avenue, Montesano, WA 98563 - 360-249-0005

www.harborconnections.org

"Making A Difference, One Child At A Time"

Connections, A Center For Healthy Families is a United Way Agency

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day by and between the **CITY OF MCCLEARY**, a municipal corporation, hereinafter referred to as the “**CITY**”, and the **CHILDREN’S ADVOCACY CENTER of GRAYS HARBOR**, hereinafter referred to as the “**AGENCY**”.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the **CITY** desires to have certain services performed, as hereinafter set forth, requiring specialized skills and other support 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 services set forth in this contract;

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

1. **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** agrees to provide child assault criminal investigation consultation when requested, forensic child victim interviews when requested, training to law enforcement personnel when requested, full case investigations when requested, suspect interviews when requested, investigation related documentation and reports, court related testimony and child and family support services.
2. **REPORTING REQUIREMENTS.** The **AGENCY** shall submit periodic reports as required by the **CITY**, which may include, but not be limited to, a fiscal year, revenue and expenditure report, and final evaluation report.
3. **DURATION OF AGREEMENT.** The effective date 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.
4. **COMPENSATION AND METHOD OF PAYMENT.** The **CITY** shall compensate the **AGENCY** for the services performed under this Agreement in an amount of **\$5,000** payable in one annual or in four quarterly installments. *The AGENCY will provide up to 87 hours of service for this fee.*

5. **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 CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

6. **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, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

7. **NON-DISCRIMINATION.** AGENCY agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, national origin, marital status, sex, age, or disability except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. During the performance of this agreement AGENCY shall comply with federal and state nondiscrimination statutes and regulations, including the Americans with Disabilities Act of 1990, as amended.

8. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

9. **TERMINATION.** If the AGENCY fails to comply with the terms and conditions of this Agreement, the CITY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 30 days notice in writing of intent to terminate.

10. **RECAPTURE OF FUNDS.** In the event that the AGENCY fails to expend funds under this Agreement in accordance with State law, or Federal law where applicable, and/or the provisions of this Agreement, or fails to perform any and all tasks under this Agreement, the CITY reserves the right to recapture CITY funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed three (3) years following contract termination.

11. **NOTICE AND CONTRACT ADMINISTRATION.** The contract administrator for the CITY for this Agreement shall be the **Chief of Police**. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY: CITY OF MCCLEARY
POLICE DEPARTMENT
100 S 3rd St
McCleary WA. 98557

Attention: **Chief Blumer**

AGENCY: GRAYS HARBOR CHILDREN'S ADVOCACY CENTER
514 Broadway Avenue East
Montesano, WA 98563
Attention: **Sue Bucy, Executive Director**

Either party may change the addresses above specified hereto by giving written notice thereof to the other pursuant to this paragraph.

12. **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.

DATED: _____

CITY OF MCCLEARY

**CHILD ADVOCACY CENTER
OF GRAYS HARBOR**

By _____
Margaret Carthum, Board President

By _____
Brenda Orffer, Mayor

Chapter 8.04 - FIREWORKS

Sections:

8.04.010 - Provisions adopted by reference.

The city adopts by reference the provisions of RCW Chapter 70.77 as now existing or hereafter amended to the extent they are not inconsistent with the other provisions of this chapter.

(Ord. 589 § 1, 1992; Ord. 206 § 1, 1962)

8.04.020 - Fireworks discharge restrictions.

It shall be unlawful for any person to ignite, discharge, use or explode any common fireworks on any public property or rights-of-way and they shall be exploded only upon real property with the permission of the owner.

(Ord. 589 § 2, 1992)

8.04.030 – Emergency ban on fireworks.

As a result of unusual atmospheric conditions including high temperatures, high winds and dry vegetation the city must protect its citizens, public and private property against loss or substantial damage, injury and/or death to its citizens. It is during these periods that wild land fires can be expected, and fire growth will be accelerated.

The mayor is authorized, after consulting with the fire chief and police chief, to order that the conditions are too dangerous to allow the use of fireworks with the city limits. Notice shall be posted on all places used to inform the public as well as news outlets such as newspapers, radio stations and at any other locations as the mayor may determine to help provide the public as to the danger and the prohibitions imposed.

Violations of the emergency prohibitions shall be punished as a misdemeanor.

(ORD. XXX § X, 2022)

8.04.040 – Restriction on times for sale and discharge of fireworks.

The sale, purchase and discharge of consumer fireworks shall not be permitted at any time except during the following times and dates:

A. Consumer fireworks may be purchased and sold within the city limits only between the hours of 12:00 p.m. and 11:00 p.m. on the 28th of June, and from 9:00 a.m. and 11:00 p.m. from the 29th of June through the 4th of July, and from 9:00 a.m. and 9:00 p.m. on the 5th of July of any year; and only between the hours of 12:00 noon and 10:00 p.m. on each day from the 27th of December through the 31st of December; and as provided in RCW 70.77.311.

B. Consumer fireworks may be discharged within the city limits only between the hours of 12:00 p.m. and 11:00 p.m. on the 28th of June of any year, between the hours of 11:00 a.m. and 11:00 p.m. on the 29th of June through the 3rd of July of any year; between the hours of 10:00 a.m. and 12:00 midnight on the 4th of July of any year; and between the hours of 6:00 p.m. on the 31st of December and 1:00 a.m. on the 1st of January of the subsequent year.

(ORD. XXX § X, 2022)

2.28.010 - Established—Membership.

A. A planning commission is established for the city. The membership of the planning commission shall consist of five persons or such lesser number as may from time to time be established by written resolution of the council. The members shall be appointed by the mayor with the approval of the council.

B. The term of office for the first appointive members appointed to such commission shall be designated from one to five years in such manner as to provide that no more than one term will expire in any one year. Members shall possess at the time of their appointment, and maintain during their service, the qualifications required pursuant to RCW 35A.12.030 as to eligibility to hold elective office. Thereafter, the term of office for each appointive member shall be four years. Vacancies occurring other than through the expiration of terms shall be filled for the unexpired term. Members shall be selected without respect to political affiliation, and they shall serve without compensation.

C. The position of any meter-member who fails to, or no longer possesses, the qualifications set forth in RCW 35A.12.030 shall become automatically vacant and the mayor and council shall proceed to appointment of a successor for the remainder of the term.

D. A commission member shall be subject to removal during his or her term in the following manner.

1. In the event that either the mayor or a majority of the council determines it is necessary and appropriate to remove a commission member during her or his term, then the branch making such initial decision shall give written notice to the individual and to the other branch of such desire, stating the reasons therefor.

2. The removal or termination shall not become effective until:

- a. The member has an opportunity to respond to the reasons stated, such response to be given in a written form or orally, in the discretion of the member involved; and

- b. The decision, if commenced by action of the mayor, is confirmed by a majority vote of the city council taken in the same manner as provided for confirmation of appointment or, if commenced by action of the city council, the mayor has occurred therein in writing.

(Ord. 678 § 1, 2000)

2.28.010 - Established—Membership.

A. A planning commission is established for the city. The membership of the planning commission shall consist of five persons or such lesser number as may from time to time be established by written resolution of the council. The members shall be appointed by the mayor with the approval of the council.

B. The term of office for the first appointive members appointed to such commission shall be designated from one to five years in such manner as to provide that no more than one term will expire in any one year.

C. Members shall possess at the time of their appointment, and maintain during their service, any qualifications pursuant to RCW 35A.63. ~~Members shall possess at the time of their appointment, and maintain during their service, the qualifications required pursuant to RCW 35A.12.030 as to eligibility to hold elective office.~~

D. At least sixty percent of the sitting members shall be residents living within the city limits. Twenty percent of the sitting members may reside outside of the city limits, but must be within a two-mile radius of the city limits and be a utility customer of the city.

E. Thereafter, the term of office for each appointive member shall be four years. Vacancies occurring other than through the expiration of terms shall be filled for the unexpired term. Members shall be selected without respect to political affiliation, and they shall serve without compensation.

~~GF.~~ The position of any member who fails to, or no longer possesses, the qualifications set forth in RCW 35A.63 ~~35A.12.030~~ shall become automatically vacant and the mayor and council shall proceed to appointment of a successor for the remainder of the term. Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired term.

GD. A commission member shall be subject to removal during his or her term in the following manner.

1. In the event that either the mayor or a majority of the council determines it is necessary and appropriate to remove a commission member during her or his term, then the branch making such initial decision shall give written notice to the individual and to the other branch of such desire, stating the reasons therefor.

2. The removal or termination shall not become effective until:

- a. The member has an opportunity to respond to the reasons stated, such response to be given in a written form or orally, in the discretion of the member involved; and

- b. The decision, if commenced by action of the mayor, is confirmed by a majority vote of the city council taken in the same manner as provided for confirmation of appointment or, if commenced by action of the city council, the mayor has occurred therein in writing.

(ORD. XXX § X, 2022)

2.28.050 - Powers.

The mayor and council may direct either the planning commission or the planning agency to act as the research and fact finding agency of the municipality for such purposes as may be found appropriate. To that end, it may make such surveys, analyses, researches, and reports as are generally authorized or requested by the mayor and council or by the state, with the approval of

the mayor and the council. The commission or the planning agency, upon such request or authority may also:

- A. Make inquiries, investigations, and surveys concerning the resources of the city and the county;
- B. Assemble and analyze the data thus obtained and formulate plans for the conservation of such resources and the systematic utilization and development thereof;
- C. Make recommendations from time to time as to the best methods of such conservation, utilization, and development;
- D. Cooperate with other commissions or planning agencies and with other public agencies of the municipality, state and United States in such planning, conservation and development;
- E. In particular cooperate with and aid the state within its territorial limits in the preparation of the state master plan provided for in RCW 43.21 ~~490~~ A.350 and in advance planning of public works programs; and
- F. In the event that an application involves review and possible amendments to the comprehensive plan and the zoning code of the city, it shall be the responsibility of the planning commission or planning agency, to whichever the matter has been referred by the mayor and council, to hold such public hearings as may be required and make recommendations to the council: Provided that, in the discretion of the commission or agency, as the case may be, it may hold a joint public hearing on the matters, but shall submit separate recommendations, with findings of fact, conclusions of law, and recommendations on each matter.
- G. Exercise such other authority as may from time to time be authorized pursuant to the provisions of RCW 35A.14, RCW 35A.63, or any other applicable statute, subject to such limitations as may be subsequently set forth by the mayor and council.

(Ord. 742 § 8, 2007: Ord. 678 § 3, 2000: Ord. 638 § 2, 1996: Ord. 376 § 5, 1978)

(Ord. No. 757, § I, 4-8-2009; Ord. No. 790, § I, 12-12-2012)

(ORD. XXX § X, 2022)

2.28.060 - Regional planning commission.

A. The commissions of two or more adjacent cities and towns, of one or more cities and towns and/or one or more counties, together with the boards of such counties and the councils of such cities and towns may cooperate to form, organize and administer a regional planning commission for the making of a regional plan for the region defined as may be agreed upon by the commissions, boards and councils. The regional commission when requested by the commissions of its region, may further perform any of the other duties for its region that are specified in [Section 2.28.050](#) for city and county commissions. The number of members of a regional commission, their method of appointment and the proportion of the cost of regional planning, surveys and studies to be borne respectively by the various counties and cities in the region, shall be such as may be agreed upon by commissions, boards and councils.

B. Any regional planning commission, or the councils or boards respectively of any city, town or county, are authorized to receive grants-in-aid from the government of the United States or of any

of its agencies, and are authorized to enter into any reasonable agreement with any department or agency of the government of the United States to arrange for the receipt of federal funds for planning in the interest of furthering the planning program.

(Ord. 376 § 6, 1978)

2.28.070 - Development plans.

The mayor and city council may provide for the preparation by its planning commission or planning agency and the adoption and enforcement of coordinated plans for the physical development of the city. For this purpose, the mayor and council in such measure as is deemed reasonably necessary on the interest of health, safety, morals and the general welfare, upon recommendation by the planning commission or agency, by general ordinance of the city may regulate and restrict the location and use of buildings, structures, and land for residence, trade, industrial, and other purposes; the height, number of stories, size, construction, and design of buildings and other structures; the size of yards, courts and other open spaces on the lot or tract; the density of population, the setback of buildings along highways, parks, or public water frontages; and the subdivision and development of land. The mayor and council, where such ordinances are in effect, may, on the recommendation of the planning agency, make, in appropriate cases and subject to appropriate conditions and safeguards established by ordinance, special exceptions in accordance with the general purposes, intent, and general and specific rules therein contained.

(Ord. 678 § 4, 2000: Ord. 638 § 3, 1996: Ord. 376 § 7, 1978)

2.28.080 - Comprehensive plan.

All regulations shall be worked out as parts of a comprehensive plan which the planning commission or planning agency, as the case may be, shall prepare for the physical and other generally advantageous development of the municipality and shall be designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote a coordinated development of the unbuilt areas; to encourage the formation of neighborhood or community units; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.

(Ord. 678 § 5, 2000: Ord. 638 § 4, 1996: Ord. 376 § 8, 1978)

(Ord. No. 790, § II, 12-12-2012)

2.28.090 - Plan recommendations.

A. The planning commission or the planning agency, as the case may be, may recommend to the mayor and council the plan prepared by it as a whole, or may recommend parts of the plan by successive recommendations; the parts corresponding with geographic or political sections, divisions or subdivisions of the municipality, or with functional subdivisions of the subject matter of the plan. It may also prepare and recommend any amendment or extension thereof or addition thereto.

B. Before the recommendation of the initial plan to the municipality the planning commission or planning agency, as the case may be, shall hold at least one public hearing thereon, giving notice of the time and place by one publication in a newspaper of general circulation in the municipality.

C. The council, with the concurrence of the mayor, may adopt by resolution or ordinance the plan recommended to it by the planning commission, or any part of the plan, as the comprehensive plan.

D. The original resolution or ordinance of the council, following its signing by the mayor, adopting or embodying such plan or any part thereof or any amendment thereto shall be certified by the clerk-treasurer of the city and filed by him or her. The original of any map or plat referred to or adopted by the resolution or ordinance of the council shall likewise be certified by the clerk-treasurer of the city and filed by him or her. The clerk-treasurer shall keep on file the resolution or ordinance and map or plat.

(Ord. 678 § 6, 2000: Ord. 638 § 5, 1996: Ord. 376 § 9, 1978)

(Ord. No. 790, § III, 12-12-2012)

2.28.100 - Amendments to comprehensive plan.

All amendments to a comprehensive plan shall be adopted, certified, and recorded or filed in the same manner as authorized in RCW 35.63.100 (should this be RCW 35A.63???) for an initial comprehensive plan.

(Ord. 376 § 10, 1978)

2.28.110 - Division of municipality into districts—Authority.

For any or all of such purposes the council and mayor, through the enactment of appropriate ordinances, on recommendation of the planning agency, may divide the municipality or any portion thereof into districts of such size, shape and area, or may establish such official maps, or development plans for the whole or any portion of the municipality as may be deemed best suited to carry out the purposes of this chapter and within such districts it may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures, or land.

(Ord. 638 § 6, 1996: Ord. 376 § 11, 1978)

2.28.120 - Amendment to ordinance adopting plan.

A. Any ordinance or resolution adopting any such plan or regulations, or any part thereof, may be amended, supplemented or modified by subsequent ordinance or resolution.

B. Proposed amendments, supplementations or modifications shall first be heard by the planning agency and the decision shall be made and reported by the planning agency within ninety days of the time that the proposed amendments, supplementations, or modifications were made.

C. The council and mayor, pursuant to public hearing, if determined appropriate or required, called by them upon application therefor by any interested party or upon their own order, may affirm, modify, or disaffirm any decision of the planning agency.

(Ord. 638 § 7, 1996: Ord. 376 § 12, 1978)

Chapter X.XX SALARY COMMISSION

Sections:

[X.XX.010](#) Commission created—Membership—Appointment—Compensation—Term.

[X.XX.020](#) Vacancies.

[X.XX.030](#) Removal.

[X.XX.040](#) Duties.

X.XX.010 Commission created—Membership—Appointment—Compensation—Term.

- (a) There is created a salary commission for the city pursuant to RCW 35.21.015. The commission shall consist of three members, to be appointed by the mayor with the approval of the city council.
- (b) A member of the commission shall serve for a three-year term without compensation, and shall be a resident of the city. The initial members shall be appointed for staggered terms, with each of the three members appointed for one, two, or three years.
- (c) No member of the commission shall be appointed to more than two full terms.
- (d) A member of the commission shall not be an officer, official, or employee of the city or an immediate family member of an officer, official, or employee of the city. For purposes of this section, “immediate family member” means the parents, spouse, domestic partner, siblings, children, or dependent relatives of an officer, official, or employee of the city, whether or not living in the household of the officer, official, or employee.

X.XX.020 Vacancies.

In the event of a vacancy in the office of commissioner, the mayor shall appoint, subject to approval of the city council, a person to serve the unexpired portion of the term of the expired position.

X.XX.030 Removal.

A member of the commission shall only be removed from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, or for a disqualifying change of residence.

X.XX.040 Duties.

- (a) The commission shall have the duty to review the salaries paid by the city to the mayor and city council. If after such review the commission determines that the salary paid to the mayor or city council should be increased or decreased, the commission shall file a written salary schedule with the city clerk indicating the increase or decrease in salary.
- (b) The commission shall convene and complete its first review of the salaries paid to the mayor and city council within ninety days of the appointment of the commission and prior to July 31st. Should the commission determine that the salary paid to the mayor or city council should be increased or decreased, the commission shall file its initial schedule of salaries for the mayor and city council with the city clerk no later than the ninety-first day following the appointment of the commission.
- (c) For subsequent years, the commission shall meet no less than one time per year, during the months of May through July of each year and submit recommendations no later than July 31st of each year.
- (d) All meetings of the commission shall be open to the public. Citizens of the city shall have an opportunity to comment or submit comments in writing prior to a commission vote to increase or decrease salaries.
- (e) Any increase or decrease in salary shall become effective and incorporated into the city budget without further action of the city council or the commission.
- (f) Salary increases established by the commission shall be effective as to all members of the city council, regardless of their terms of office.
- (g) Salary decreases established by the commission shall not be effective as to incumbent city council members until the commencement of their next term of office.
- (h) Any adjustment of salary by the commission shall supersede any city ordinance related to the budget or fixing of salaries, but only to the extent there is a conflict.
-

ORDINANCE NO. 867

AN ORDINANCE OF THE CITY OF MCCLEARY, WASHINGTON, RELATING TO LAND USE AND DEVELOPMENT, ADOPTING A SIX-MONTH MORATORIUM ON ANY PROPERTY DEVELOPMENT WITHIN INDUSTRIAL ZONED, C-2 COMMERCIAL ZONED, R-3 MANUFACTURED HOMES, AND R-1 FAMILY RESIDENTIAL ZONED AREAS ON PROPERTIES GENERALLY LOCATED IN THE WILDCAT CREEK AQUIFER AND CITY WELLHEAD PROTECTED AREAS, WITH ATTENDANT MORATORIUM ON THE FILING AND ACCEPTANCE OF DEVELOPMENT APPLICATIONS FOR, AND THE LOCATION OF, AND ISSUANCE OF PERMITS AND APPROVALS FOR, ANY DEVELOPMENT ON PROPERTIES THEREIN; DIRECTING REVIEW AND CONSIDERATION OF ALLOWED DEVELOPMENT AND USES IN THE WILDCAT CREEK AQUIFER AREA AND CITY WELLHEAD PROTECTED AREAS; PROVIDING THAT THE MORATORIUM SHALL BE IN EFFECT FOR SIX MONTHS, THROUGH JULY 12, 2022; AND DECLARING AN EMERGENCY PROVIDING FOR IMMEDIATE EFFECTIVE DATE.

WHEREAS, RCW 35A.63.220 and other applicable statutes and laws, authorize the City Council to impose a moratorium upon development applications for properties, including, but not limited to, applications for division of land and for building permits; and

WHEREAS, RCW 35A.63.220 provides that a City Council may impose such a moratorium without holding a prior public hearing, provided that a public hearing is held within sixty (60) days of the passage of the moratorium; and

WHEREAS, on January __, 2022, the Mayor of the City of McCleary declared an emergency to exist because of imminent threat to public health, safety and environment caused by increasing development on and within the Wildcat Creek Aquifer and City Wellhead protected areas; and

WHEREAS, as a result of the continuing development within the Wildcat Creek Aquifer and the City Wellhead Area (hereinafter "Protected Areas"), the City Council wishes to declare a moratorium on the filing or processing, applications for division of lands, (including by way of example and not limitation, platting requests), or for land use or development (including by way of example and not limitation, rezones, conditional uses, variances, or building permits), or applications of any kind or nature that would result in any vesting of development, zoning, or similar rights, as that is provided under the laws of this State, for those lands located within the area outlined on attachment "A" to this Ordinance for a period of six months following the passage of this Ordinance, pursuant to the provisions and limitations of applicable law; and

WHEREAS, when deemed necessary and appropriate, and subject to certain limitations, the City, as a City organized under the provisions of Title 35A of the Revised Code of Washington, has the authority, pursuant to RCW 35A.63.220, and other applicable statutes and laws, to impose a moratorium upon development applications for properties, including, but not limited to, applications for the division of land and for building permits; and

WHEREAS, the Council was provided with information which indicates to them that the imposition of a moratorium is necessary and appropriate for those properties described upon the attachment A; and

WHEREAS, the information provided and the agreements include questions as to the appropriateness of development and utilization of said Protected Areas, the steps necessary to identify and protect any environmentally sensitive areas, and the propriety of further development and utilization of said Protected Areas; and

WHEREAS, the City continues to be engaged in an environmental review of the Protected Areas and the risk of a serious and continuing pattern of development in the Protected Areas to the City water supply; and

WHEREAS, the City anticipates reviewing any final reports as prepared by the City's staff so as to determine more fully the propriety of development and building upon the property described in Attachment A.

WHEREAS, the City desires to impose an immediate six-month moratorium on the acceptance of development applications for any "development " as defined in McCleary Municipal Code or "permit" as defined in McCleary Municipal Code, for any property within the Protected Area as described in Attachment A;

NOW, THEREFORE, the City Council of the City of McCleary, Washington, does hereby ordain as follows:

Section 1. The City Council finds upon the basis of the previously submitted and current written materials and testimony as follows:

- a. It would be beneficial to the proper development of properties located within the Protected Areas described on Attachment "A" to this Ordinance for the City to authorize the performance of appropriate analysis and study as to the proper development of said properties, such studies will be beneficial to the City of McCleary and its residents, including those who may now or hereafter occupy those properties, subject to this moratorium.
- b. It would be beneficial to the owners of said property and to the residents of the City for the City, in cooperation with said property owners, City residents, and other agencies working on behalf of the City, to develop a more specific plan for the development of said properties.
- c. If individual development proposals on the property described above are allowed to be filed and processed without prior planning taking place, such filing and processing could lead to development and land uses which would neither be consistent with the goals, policies, or recommendations of the Comprehensive Plan, as now existing or hereafter amended, nor facilitate the efficient, effective, integrated and optimum development potential of the land located within the City of McCleary.
- d. The properties located within the area designated on Attachment "A" to this Ordinance, have been identified as areas of the City of McCleary that may be critical to the protection of the City of McCleary aquifer.

- f. If the owners of individual parcels of property within the area described above are allowed to file for, and the City commenced the processing of development proposals or building permits without aquifer protection planning first taking place and being adopted by the City, such development may have a substantially negative impact on the properties themselves, as well as remaining properties within the area and upon the economic development of the City in general.
- g. It is necessary for a coordinated plan for development, taking into account the protection of the City water supply and other planning elements to be developed through the joint efforts of the City and the property owners within the area described above.
- h. A temporary prohibition against the acceptance by the City of development applications, including, but not limited to, applications for the division of land and for building permits for said properties, will not unreasonably detrimentally affect said properties.
- i. Steps are currently underway to determine the environmental review of a permanent solution and long-term protection of the Protected Areas with the aid of State and or Federal authorities.
- k. A time period of six months is an appropriate time during which updating of the Comprehensive Plan may occur, review of zoning classifications be undertaken, further progress made on the environmental impact statement for the long-term solution to aquifer protection, a master plan can be developed and proposed to the City Council for adoption, and other analysis and studies can be completed.

Section 2. The City Mayor or his designee is authorized and directed to continue to undertake the development of a proposed program of studies and analysis for further study by the Washington State Department of Ecology and others on aquifer protection and the scoping of such a study to achieve the goals set forth in the prior sections for those properties outlined in attachment "A" to this Ordinance and submit his suggestions to the City Council.

Section 3. The City of McCleary hereby imposes an immediate six-month moratorium of all applications for division of lands, (including by way of example and not limitation, platting requests), or for land use or development (including by way of example and not limitation, rezones, conditional uses, variances, or building permits), or applications of any kind or nature that would result in any vesting of development, zoning, or similar rights, as that is provided under the laws of this State, for those lands located within the area outlined on attachment "A" to this Ordinance.

Section 4 The moratorium imposed by this Ordinance shall commence on the date of the adoption of this Ordinance. As long as the City holds a public hearing on the moratorium and adopts findings and conclusions in support of the moratorium (as contemplated by Section 7 herein), the moratorium shall not terminate until six (6) months after the date of adoption, or at the time all of the tasks described herein have been accomplished, whichever is sooner. The Council shall make the decision to terminate the moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

Section 5. This Ordinance shall not be codified in the McCleary Municipal Code.

Section 6. This Ordinance may be proposed and adopted upon one reading.

Section 7. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium within sixty (60) days of its adoption, or before March 12, 2022. The Council shall hold this hearing on _____, 2022. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium and either justify its continued imposition or cancel the moratorium.

Section 8. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 9. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of development applications for property, such applications could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent damage to the city public water supply stemming from the submission of a flood of applications to the City in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights, nor will it prohibit all development in the City, because those property owners with exempt applications/permits, those with previously obtained approvals for development or redevelopment may proceed with processing and development, as the case may be.

Section 10. This Ordinance shall be published by an approved summary consisting of the title.

Section 11. This Ordinance shall take effect and be in full force and effect immediately upon passage, as set forth in Section 9, as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130.

THIS ORDINANCE PASSED AND ADOPTED by the City Council of the City of McCleary, Washington, at a regular open public meeting on this _____ day of January, 2022.

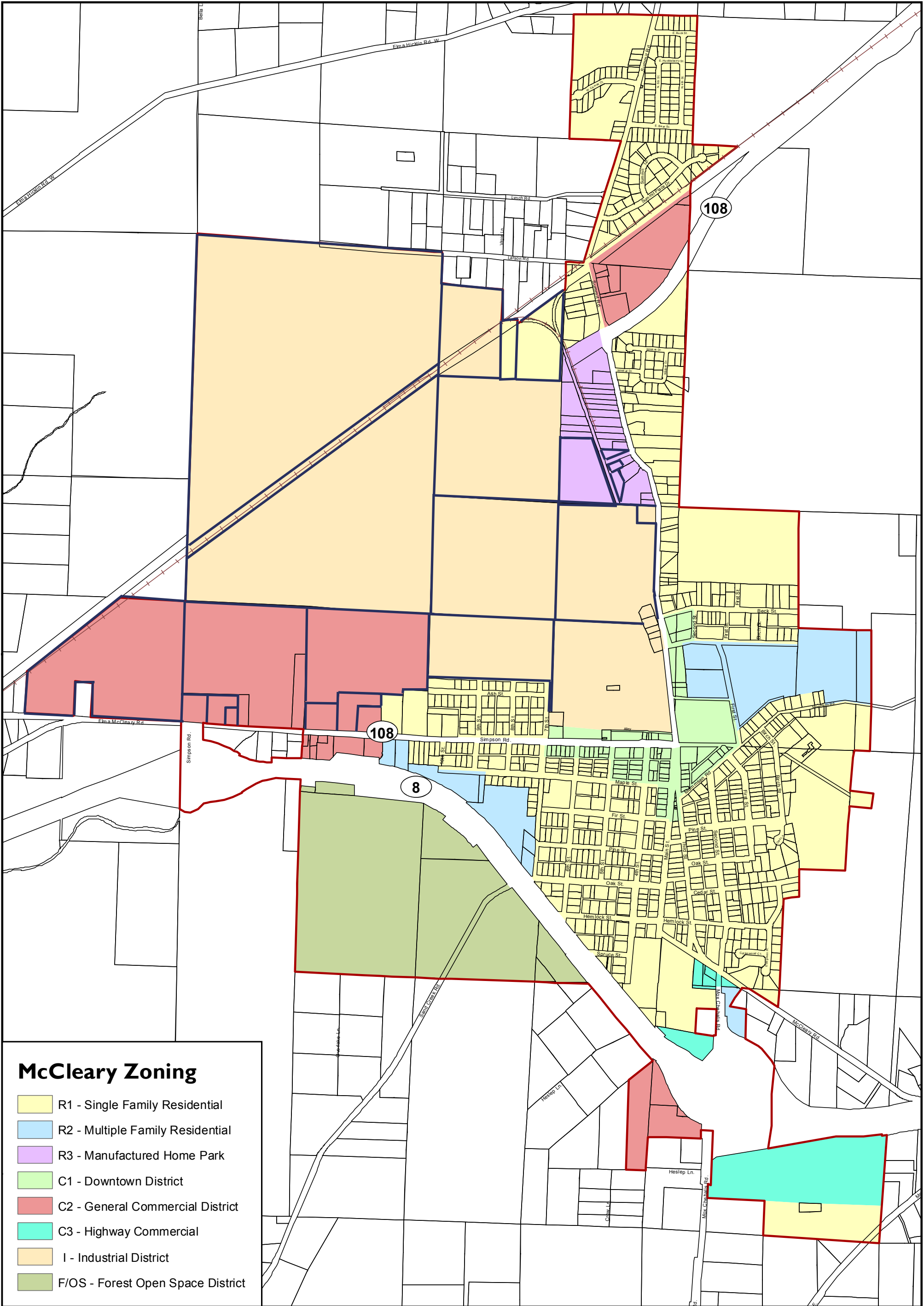
Chris Miller, Mayor

ATTEST:

Dani Smith, City Clerk

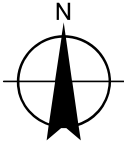
APPROVED AS TO FORM:

Christopher John Coker, City Attorney



City of McCleary Zoning Map

This is to certify that this map was adopted as the Official Zoning Map of the City of McCleary on August 9, 2006, by Ordinance Number 737, and amended October 26, 2016, by Ordinance Number 824 of the City of McCleary, State of Washington.



0 1,000 2,000 3,000 Feet



Disclaimer:
This map is for planning purposes only. The Grays Harbor Council of Governments makes no representations as to the accuracy or fitness of the information for a particular purpose.
The accuracy of this map may be subject to zoning changes, please check with the City of McCleary for actual zoning decisions and accuracy.

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 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 _____, 2022, by the City Council of the City of McCleary, and signed in authentication thereof this ____ day of _____, 2022.

CITY OF McCLEARY:

CHRIS MILLER, Mayor

ATTEST:

DANI SMITH, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER J. COKER
City Attorney

RESOLUTION - 2

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