



McCleary City Council Meeting

Wednesday, April 12, 2023 – 6:30 PM

McCleary City Hall Council Chambers & Zoom

Agenda

Join Zoom Meeting

<https://zoom.us/j/98861529830?pwd=Y25ZeEhDa3VOTk1wWHpodjhQdCtVdz09>

Meeting ID: **988 6152 9830**

Passcode: **276660**

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

1. Port of Grays Harbor

Public Comment - Agenda Items Only

Consent Agenda

- [2.](#) March 2023 Council Meeting Minutes
3. Accounts Payable March 1-15 Check Numbers 51829-51830 & 51841-51900 including EFT's totaling \$249,497.43
4. Accounts Payable March 16-31 Check Numbers 51903-51940 totaling \$57,490.32

Updates

- [5.](#) Staff Reports - Light & Power, Police, Finance
6. Water System Update

New Business

7. Planning Commission Appointment
8. Salary Commission Appointments
- [9.](#) Pitney Bowes Agreement
10. Confirmation of Clerk-Treasurer
- [11.](#) WSDOT Maintenance Agreement
- [12.](#) Information Technology Upgrades

Old Business

Ordinances and Resolutions

- [13.](#) LGIP Resolution
- [14.](#) Trespass on City Property Ordinance
- [15.](#) Utility Discount for Non-Profits Ordinance

Executive Session

16. RCW 42.30.110(1)(f)

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 Meeting

Wednesday, March 08, 2023 – 6:30 PM

City Hall Council Chambers & Zoom Virtual Meeting

Minutes

Join Zoom Meeting

<https://zoom.us/j/98861529830?pwd=Y25ZeEhDa3VOTk1wWHpodjhQdCtVdz09>

Meeting ID: 988 6152 9830

Passcode: 276660

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:31pm.

PRESENT

Councilmember Jenna Amsbury
Councilmember Brycen Huff
Councilmember Max Ross
Councilmember Andrea Dahl
Councilmember Joy Iversen

Agenda Modifications/Acceptance

Motion made by Councilmember Amsbury, Seconded by Councilmember Iversen to accept the Agenda.
Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Public Hearing

Public Works Director gave a brief on the Shoreline Master Program. The City of McCleary is adopting an updated Shoreline Master Program to comply with the periodic review requirements of the Washington State Shoreline Management Act.

1. Shoreline Master Program Update
Public Hearing opened at 6:36pm. Closed at 6:36pm.
2. SEPA Determination of Nonsignificance
Public Hearing opened at 6:37pm. Closed at 6:37pm

Public Comment - Agenda Items Only

No Public Comment

Consent Agenda

Motion made by Councilmember Iversen, Seconded by Councilmember Huff to accept the Consent Agenda.
Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

3. Accounts Payable February 1-15 Check numbers 51732-51803 including EFT's totaling \$270,077.83
4. Accounts Payable February 16-28 Check Numbers 51804-51828 including EFT's totaling \$64,097.43

Please turn off Cell Phones- Thank you

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5. February Council Meeting Minutes

Updates

6. Staff Reports - Public Works, Light & Power, Water & Wastewater, Police

Chad Bedlington said we should have a draft of the Aquifer Study in about a week and will bring to Council next month.

Chief Patrick said they have been working on the Business Audit since last August and it's finally completed. He wanted to give Police Clerk MacKenzie Morey kudos for all her hard work on that. He also shared that Officer Bunch got a kudos letter for his work on a call at The Beehive.

Chief Patrick spoke in regards to the two surplus vehicles and donating one of them to the EVOC Program and starting up the Reserve Program again.

New Business

7. Red Cross Proclamation

Motion made by Councilmember Iversen, Seconded by Councilmember Huff.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

8. EVOC Agreement

Chief Patrick spoke during the Updates on the EVOC Program. This is a County-wide program with Montesano in the lead of the program. Chief Patrick would like to take an EVOC Instructor Training later in the year to help out with this.

Motion made by Councilmember Amsbury, Seconded by Councilmember Huff.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Old Business

9. EGH EMS Availability Agreement

Adam Fulbright from East Grays Harbor Fire & Rescue gave an explanation of the 5-year agreement.

Motion made by Councilmember Ross, Seconded by Councilmember Iversen.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

10. Property Purchase Update

Chad Bedlington gave an update on the property purchase near the Treatment Plant. We offered \$160,000 for the 3 parcels. We had a wetlands report done which totaled around \$2200. The largest of the 3 parcels does have wetlands, which would put it at a 120 foot buffer which does take up a lot of the property. The intent of this property was for parks and to expand the Treatment Plant.

Councilmember Ross stated that basically we'd be spending \$160,000 on an area that we can only use for parks, when we were hoping it could be used for in the future extending the Treatment Plant. Since we can't use it for the Treatment Plant, Council would rather use those for funds on a property that we can do more with.

Ordinances and Resolutions

11. Police Department Ordinance

Mayor Miller stated that the only thing changed in this was some language updates.

Roll Call Vote

Motion made by Councilmember Huff, Seconded by Councilmember Dahl to adopt Ordinance 881

Please turn off Cell Phones- Thank you

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Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Item 2.

12. Signs Ordinance

Chris Coker recommends that we use the Sign Ordinance that he Emailed a few months ago that is based on the most updated rules for all kinds of signs. Councilmember Amsbury asked if that Ordinance could be Emailed to Council in advance to review.

Executive Session

13. RCW 42.30.110(1)(f)

Mayor Miller stated Executive Session will not exceed 10 minutes. Executive Session started at 7:39pm. At 7:54, Mayor Miller extended the Executive Session another 5 minutes, so far, no action has been taken. Executive Session ended at 7:58pm and no action was taken.

Adjourn

Meeting adjourned at 7:59pm

Motion made by Councilmember Amsbury, Seconded by Councilmember Huff.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

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City of McCleary

STAFF REPORT

To:	Mayor Miller and Council
From:	Paul Nott
Date:	4/5/2023
Department:	Light and Power

Hello All,

We have completed the rebuild on the E Elma Hicklin Rd and will be replacing some old underground conductor when we have drier weather.

We have been working on power line maintenance (tree trimming).

We are continuing the rebuild of Pine St.

If anyone has any questions or concerns, feel free to contact us...

Paul

McCleary Police Department
Monthly Call Activity Report



Mar-23

			Liquor
			Lost Property
			Lost/Missing/Found Person
		1	Malicious Mischief
#	Calls	1	Mortorist Assist
5	911 Hangup	3	Noise
1	911 Open line		Non Blocking Accident
1	Abandoned/Disabled Vehicles		Non Blocking Vehicle
1	Accident with blocking		Order
2	Accidents with Injuries	1	Open Door
5	Accidents non blocking	1	Overdose
4	Agency Assist	5	Parking Problem
1	Unknown Vehicle Associated		Police Assist
3	Assists Citizen	8	Police Information
2	Alarm		Property/Lost/Found/Recovered
1	Animal		Prowler
1	Assault	5	Reckless
	ATC (Attempt to Contact)		Rollover
	ATL (Attempt to Locate)	1	Runaway
	Bad Checks		Service
	Blocking Accident	2	Sex Offense
	Burglary		Shooting/Weapons/Explosives/ Hazards
1	Code Enforcement Violation	1	Shoplifting
	Child Molestation/Rape/Comm	3	Subject Stop
3	Civil/Public	1	Sucide
	Court Order		Suicide/Threats/ Attempts
	Display	3	Suspicious Person
	Disorderly conduct	15	Suspicious Vehicle
1	Disabled Vehicle	1	Suspicious/Unkn Circumstances
	Druges/Equipment Violation		Thefts In Progress
	DUI	3	Thefts/ Larceny
2	DVA in Progress		Traffic / Reckless-Crimal
	Eluding	1	Traffic Pur
5	Extra Patrols	2	Traffic Offense
	Fire Boardcast	1	Traffic- Other/Hazzard/Patrol
	Firearms		Traffic SBC
	Fireworks	2	Violation Controlled Substance
	Forgery	102	Traffic/ Infractions
	Found Person	2	Tresspassing
2	Found Property	3	Verbal Argument
1	Frad/ Scam Offences	1	Vehicle Theft in progress
28	Fire or Aid Responding	1	Weapon
2	Harrassment	2	Unknown Problem
	Illegal Burn	3	Warrants/Wanted Person
2	Juvenile	6	Welfare check
74		181	

Tickets: 35 YTD: 95

Total : 255 Year To Date: 803



City of McCleary

STAFF REPORT

To:	Mayor Miller and Council Members
From:	Sam Patrick Chief of Police
Date:	April 5, 2023
Department:	Police Department

Mayor and Council,

Current status of the body/vehicle camera system is as follows:

- Tyson was able to get our computer/internet system to the minimum point that the tech could begin the set-up process. (From Getech who flew in from Georgia) During the process several items were found to be problems related to original installation per the tech.
- At this time after two days of working on the system not one car/officer is fully set up. Due to several issues potentially related to install.
- Sgt Bunch's vehicle was evaluated at EVS and found several problems needing addressed Each vehicle may have to have the system re-installed and re-wired for proper working. Estimate per vehicle is about \$700.00 each vehicle will initially need evaluated.
- The body cameras are partially set up but at the time the cameras/system was ordered no body camera mounts were ordered. I did some research and found these were left out of the order ????

Current Status of the vehicle being upfitted by EVS.

- Vehicle is near completion just waiting on a few parts which due to delay of all orders lately just waiting. A radio system was removed from the old K9 vehicle and was able to be used saving of about \$1,800 dollars

Status of new hire:

- Have several applications on entry level working on backgrounds for two currently and have a lateral officer recently contact me about applying. Should know in a week or so.

Training

- Officer just returned from evidence training and working on updating the evidence room and procedures.
- I returned from updated training in background investigations for hiring officers.

Department Updates

- Still working through organization and updates for 2023

States for March 2023

- 255 calls for service with Spring and Summer activities picking up

Chief Sam Patrick



City of McCleary

STAFF REPORT

To:	Mayor Miller and City Council Members
From:	Ann-Marie Zuniga, Clerk-Treasurer
Date:	April 12, 2023
Department:	Finance and Administration

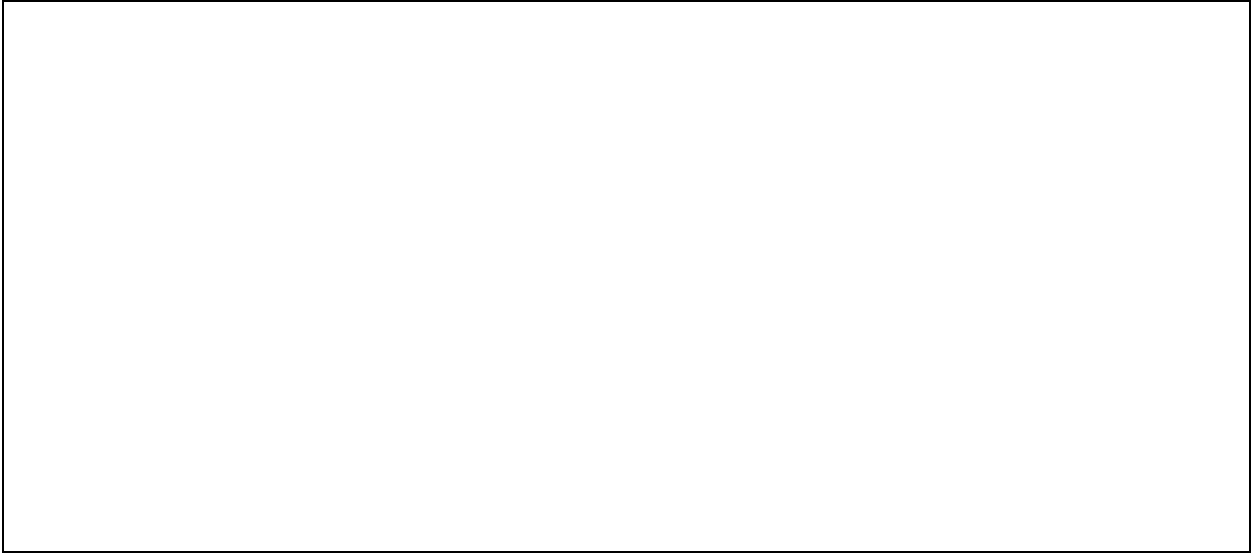
Our portion of the two-year audit (for 2020-2021) by the State Auditor is almost completed and we are waiting for their written report.

Starting in April we will be processing our mail in-house thus saving the city more than \$600 each month in pick-up costs from Enterprise Services. We purchased a Pitney Bowes postage machine that will be paid for with these savings in around 5 months.

Nellie has been busy bringing the City into compliance for document retention. She has done an outstanding job organizing all of the file, some of which need to be retained for 100 years!

It is with sadness that I make my official announcement that this will be my last council meeting as I have resigned and Tyson Ryder, if confirmed, will be taking my place as Clerk-Treasurer. This was not an easy decision and every attempt is being made to transfer as much knowledge as possible before my departure. I will be staying for awhile so that the Annual Report can be completed and as many of the projects that I had planned can be at least started.

It has been an honor to work with Mayor Miller and I believe that there is no better leader for this time, in this city. My appreciation also extends to council. The voters should know they did good to have elected public officials that are good stewards of the City's finances and are working towards making McCleary a better place.









City of McCleary 0018525645 Y102836727 SMB 1000

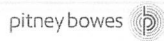
Final Audit Report

2023-03-09

Created:	2023-03-09
By:	Pitney Bowes Agreement - Cynthia Volpe (cynthia.volpe@pb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIqs4unm2zd3f9N_9bMGaPqhqMGM0w1UT

"City of McCleary 0018525645 Y102836727 SMB 1000" History

-  Document created by Pitney Bowes Agreement - Cynthia Volpe (cynthia.volpe@pb.com)
2023-03-09 - 5:02:26 PM GMT
-  Document emailed to ann-mariez@cityofmcclary.com for signature
2023-03-09 - 5:02:51 PM GMT
-  Restricted visibility Email viewed by ann-mariez@cityofmcclary.com
2023-03-09 - 5:27:36 PM GMT
-  Signer ann-mariez@cityofmcclary.com entered name at signing as Ann-Marie Zuniga
2023-03-09 - 5:30:31 PM GMT
-  Restricted visibility Document e-signed by Ann-Marie Zuniga (ann-mariez@cityofmcclary.com)
Signature Date: 2023-03-09 - 5:30:33 PM GMT - Time Source: server
-  Agreement completed.
2023-03-09 - 5:30:33 PM GMT



Purchase Quote/Equipment and Software Maintenance

Agreement Number

Your Business Information

Full Legal Name of Client / DBA Name of Client

Tax ID # (FEIN/TIN)

City of McCleary

916001456

Sold-To: Address

100 S 3rd St, McCleary, WA, 98557-9652, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Ann-Marie Zuniga

3604953667

0018525645

Bill-To: Address

100 S 3rd St, McCleary, WA, 98557-9652, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Ann-Marie Zuniga

3604953667

0018525645

ann-mariez@cityofmccleary.com

Ship-To: Address

100 S 3rd St, McCleary, WA, 98557-9652, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Ann-Marie Zuniga

3604953667

0018525645

PO #

★

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SENDPROCAUTO	SendPro C Auto	PURCHASE	\$ 0.00
1	1FXA	Interface to InView Dashboard	PURCHASE	\$ 0.00
1	7H00	C Series IMI Meter	RENT	\$ 45.25
1	APAC	Connect+ Accounting Weight Break Reports	PURCHASE	\$ 0.00
1	APAX	Cost Acctg Accounts Level (100)	PURCHASE	\$ 0.00
1	APB2	Cost Accounting Devices (10)	PURCHASE	\$ 0.00
1	APKN	Account List Import/Export	PURCHASE	\$ 0.00
1	C5CC	Sendpro C Auto 95	PURCHASE	\$ 2,434.00
1	CAAB	Basic Cost Accounting	RENT	\$ 0.00
1	ME1A	Meter Equipment - C Series	PURCHASE	\$ 302.67
1	MP81	C Series Integrated Scale	PURCHASE	\$ 0.00

1	PAB1	C Series Premium App Bundle	PURCHASE	\$ 0.00
1	PTJ1	SendPro Online-PitneyShip	RENT	\$ 0.00
1	PTJA	SPO-PitneyShip Basic 1 User	RENT	\$ 0.00
1	PTJN	Single User Access	RENT	\$ 0.00
1	PTK1	Web Browser Integration	RENT	\$ 0.00
1	PTK2	SendPro C Series Shipping Integration	RENT	\$ 0.00
1	SJS2	Softguard For SendPro C500	RENT	\$ 0.00
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)	SLA	\$ 333.60
1	ZH24	Manual Weight Entry	PURCHASE	\$ 0.00
1	ZH29	HZ03 95 LPM Speed	PURCHASE	\$ 0.00
1	ZHC5	SendPro C500 Base System Identifier	PURCHASE	\$ 0.00
1	ZHD5	USPS Rates with Metered Letter	PURCHASE	\$ 0.00
1	ZHD7	E Conf Services for Metered LTR. BDL	RENT	\$ 0.00
1	ZHWL	5lb/3kg Weighing Option for MP81	PURCHASE	\$ 445.20

Purchase Total**	\$ 3,181.87
Monthly Total**	\$ 45.25
Annual Total**	\$ 333.60

**Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
Meter Services	\$ 135.75	Equipment Maintenance	\$ 333.60

Tax Exempt

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 (X) Purchase Power® transaction fees included
 () Purchase Power® transaction fees extra

Shipping and Handling	\$ 0.00
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Initial Term : 12 Months

**Plus applicable taxes which will be applied at the time of billing.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 15622-01
State/Entity's Contract #

Signature: Ann-Marie Zuniga
Ann-Marie Zuniga (Mar 9, 2023 09:30 PST)

Client Signature

Email: ann-mariez@cityofmccleary.com

Print Name

Title: Clerk-Treasurer

Title

Date

Email Address

Sales Information

Cynthia Volpe

cynthia.volpe@pb.com

Account Rep Name

Email Address

**MAINTENANCE AGREEMENT BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
AND
CITY OF MCCLEARY
GMB-1037**

This Agreement is between the Washington State Department of Transportation (WSDOT) and the City of McCleary (CITY); hereinafter individually referred to as the “Party” and collectively referred to as the “Parties.”

RECITALS

- A. The Parties are charged with the responsibility of maintaining their streets, roads, and highways and maintaining staff, equipment, and materials to perform the necessary work; and
- B. A Party may, from time to time, need labor, equipment, or materials or may have labor, equipment, and materials available in certain locations which could be used by the other Party; and
- C. RCW 47.28.140 authorizes the WSDOT to enter into a cooperative agreement with a public agency for the performance of, road maintenance and repair, so long as the costs and expenses are reimbursed by the Party whose responsibility it is for the work; and
- D. RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each Party to the contract, so long as the full costs of the services and materials are reimbursed to the agency furnishing them pursuant to RCW 39.34.130; and
- E. The Parties agree that it is in the public interest to make the most efficient use of their labor, equipment, and materials by sharing them on a reimbursable basis when available and when doing so would assist the other Party.

NOW THEREFORE, Pursuant to RCW 47.08.00 and chapter 39.34 the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A, which are included herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 Each Party agrees to furnish the other Party with labor, equipment, and materials on a fully reimbursable basis when available, for roadway maintenance. The furnishing of labor,

equipment, and materials shall be subject to the procedures and compensation requirements set forth below and shall be at the option of the Party requested to perform the work or to supply labor, equipment, or material. The Parties understand and agree that the work of the Party possessing the labor, equipment, and materials takes priority.

- 1.2 When the WSDOT is requesting labor, equipment or materials, the provisions of RCW 47.28.030 shall apply.

2. PERIOD OF PERFORMANCE

- 2.1 The period of performance of this Agreement shall commence upon execution of this Agreement and extend for a term of one year unless terminated sooner, pursuant to Section 10, Termination. This Agreement shall automatically renew for successive one (1) year terms, unless terminated as provided herein, or for a maximum term of ten (10) years.

3. PROCEDURE FOR REQUESTING SERVICES

- 3.1 Each request for labor, equipment, or materials shall be submitted on behalf of the WSDOT by the Maintenance Supervisor, Assistant Area Maintenance Superintendent, or Area Maintenance Superintendent, and each request for labor, equipment, or materials shall be submitted on behalf of the CITY by the Public Works Foreman or position of higher authority on behalf of the CITY. Each request for labor, equipment or materials shall be submitted on a Task Order Form, which shall include the task location, program manager information, scope of work, task schedule and estimated cost, and be executed by the City Administrator on behalf of the CITY, or the Area Maintenance Superintendent or Assistant Area Maintenance Superintendent on behalf of the WSDOT. In the event of an emergency, work may be requested and agreed to verbally, but such Agreement must be documented by a Task Order within forty-eight (48) hours of the verbal Agreement. The Task Order Form is attached hereto as Exhibit A. All fully executed Task Order Forms shall be deemed automatically made a part of this Agreement.

4. PAYMENT

- 4.1 The Party receiving labor, equipment or materials under this Agreement shall fully reimburse the Party providing it for that Party's actual direct and related indirect costs. Actual direct costs with respect to labor includes the cost of salary and benefits but does not include overhead or administration.
- 4.2 The Party receiving labor, equipment or materials agrees to make payment for the labor, equipment, or materials within thirty (30) days from receipt of invoice. These payments are not to be more frequent than one (1) per month.

5. RECORDS MAINTENANCE

- 5.1 For a period of not less than six (6) years from the date of payment for the labor, equipment or materials, the Parties shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect the labor, equipment or material expended for inspection, review, or audit by personnel of both Parties, other personnel duly authorized by either Party, the office of the State Auditor, and federal officials so authorized by law. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.
- 5.2 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remand the property of the furnishing Party, unless otherwise agreed.

6. CARE AND MAINTENANCE OF EQUIPMENT

- 6.1 A Party requesting use of equipment from the other Party shall be solely responsible for the proper care, maintenance, and security of the equipment until the equipment is returned to the Party owning the equipment. Repair of damage, other than normal wear and tear, will be the responsibility of the Party in possession of the equipment at the time the equipment is damaged, including damages caused by a third party.

7. RIGHT OF ENTRY

- 7.1 The Parties hereto grant to each other the right of entry upon all land in which the Parties have an interest and which land is within or adjacent to the right-of-way of any highway, road or street upon which labor is being utilized by the other Party under this Agreement.

8. SUPERVISION AND INDEPENDENT CAPACITY

- 8.1 The employees of each Party who are engaged in the performance of this Agreement shall continue to be employees of that Party and shall not be considered for any purpose to be employees of the other Party. Each Party shall be solely responsible for the supervision of its own employees.

9. AGREEMENT ALTERATIONS AND AMENDMENTS

- 9.1 This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by

personnel authorized to bind each of the Parties.

10. TERMINATION

- 10.1 Either Party may terminate this Agreement or a Task Order upon thirty (30) day prior written notification to the other Party. If this Agreement or a Task Order is so terminated, the Parties shall be liable only for performance rendered or costs incurred prior to the effective date of termination. Termination of this Agreement shall likewise terminate any outstanding Task Orders.

11. DISPUTES

- 11.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the CITY shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either agency. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

12. INDEMNITY

- 12.1 To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the Work to be performed or performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the CITY, its employees or authorized agents, and (b) WSDOT, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees', and/or authorized agents' own negligence.
- 12.2 The CITY agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction, operation, and/or maintenance of the project. For this purpose, the CITY, by mutual negotiation, hereby waives, with respect to the WSDOT only, any immunity that would otherwise be available to it against such claims under the industrial insurance provisions in Chapter 51.12 RCW. 2
- 12.3 This indemnification and waiver shall survive the termination of this Agreement.

13. GOVERNANCE

- 13.1 This Agreement is entered into pursuant to and under the authority granted by the laws of the WSDOT of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- 13.2 In the event of an inconsistency in the terms of this Agreement, or between its terms and any Task Order entered into pursuant to Section 3, or any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
- a. Applicable WSDOT and federal statutes and rules;
 - b. Any Task Order entered into pursuant to Section 3 and its Scope of Work and materials incorporated by reference.

14. ASSIGNMENT

- 14.1 This Agreement, and any Task Order entered into pursuant to Section 3, as well as any claim arising thereunder, is not assignable or delegable by either Party in whole or in part.

15. SEVERABILITY

- 15.1 If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

16. ALL WRITING CONTAINED HEREIN

- 16.1 This Agreement contains all the terms and conditions agreed upon by the Parties, except for Task Orders that have been entered into by the Parties pursuant to Section 3, which are incorporated herein by reference. No other understandings, oral or otherwise, regarding the subject matter of this Agreement or such Task Orders shall be deemed to exist or to bind the Parties hereto.

17. WARRANTY

- 17.1 Each Party, its employees, agents, and assigns warrant its (they) has/have the necessary training, skill and experience (and certification where applicable) necessary

to safely operate equipment and materials owned by the other Party and loaned for temporary use. Any injury or loss of life shall not be indemnified by the other Party if such injury or loss occurred as a result of the employee's negligence and/or misuse of equipment or materials.

18. CONTRACT MANAGEMENT

- 18.1 The program manager for each of the Parties shall be responsible for and shall be the contact person for all communications and invoices for Task Orders under this Agreement.

The Program Manager for the CITY is:

City of McCleary
Chad Bedlington
Public Works Director
100 S 3rd Street
McCleary, WA 98557
360-495-3667, ext 103
chadb@cityofmccleary.com

The Program Manager for WSDOT is:

Brent Schiller
Highway Maintenance Superintendent
4801 Olympic HWY
Aberdeen, WA 98520
360-538-8530
schilb@wsdot.wa.gov

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below

City Of McCleary	Washington WSDOT Department of Transportation
By:	By:
Printed:	Printed: Troy Cowan
Title:	Title: Administrator for Maintenance and Operations
Date:	Date:
Approved as to Form	Approved as to Form
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:



City of McCleary

STAFF REPORT

To:	Mayor Miller and City Councilmembers
From:	Tyson Ryder
Date:	April 12, 2023
Department:	IT Administration

IT Infrastructure Update

Background

After three months of assessing, cataloguing, collecting data, backing up current data, and patching holes in the city's current IT infrastructure, we had two companies, Aktivov and Insight, perform assessments and provide quotes and recommendations.

The following summary was the result. The current hardware used in all areas of the city is currently antiquated, and unsupportable. The Police Department network infrastructure is in the worst condition. There is also a need to correctly wire all locations.

A breakdown of what is to be provided is as follows:

Hardware

Two (2) HPE DL360 Gen10+ servers configured for High Availability
 One (1) HPE Modular Smart Array 1060 w/6 SAS drives totaling 7.2TB
 One (1) Cisco 48 port POE+ switch
 Four (4) FortiGate firewalls to replace all four locations
 One (1) HPE Rack Mount KVM Console
 One (1) 36u G2 Advanced Shock Rack

Software

One (1) Rubrik Zero Trust Platform – Security and Monitoring Suite
 One (1) Atera Remote Monitoring and Management Suite

Due to the disjointed nature of the network and many previous attempts at “fixing” it, there is little information or management options for ensuring that remote user accounts have been deactivated and previous employees being disabled. It is our recommendation that we replace the current servers, switches, firewalls, and profile data. It is further recommended that additional software be purchased to shore up the security and monitoring

aspects of the network due to the increased threat landscape in society today.

The Police Department will also use the same hardware, lowering costs, while also keeping them separate per federal security requirements by utilizing VLANs and subnetting.

Cost Summary

The proposed solution is roughly \$80,000. This cost includes all the new hardware, software, licensing for the first three years, shipping, tax, and installation/technical support. The proposed solution will operate for a minimum of 5 years and support future growth and expansion.

Recommendations and Council Action Needed

The IT department is making the following recommendations for the Mayor and City Councils Consideration. We request that Council authorize the Mayor and City staff to proceed with expedited requisition of materials needed to complete the needed IT infrastructure upgrades. It is further requested that Council approve a 2023 budget amendment, to be brought forward at the May 10, 2023 Council meeting. Final costs will be determined before the next council meeting, but should not exceed \$88,000. The budget amendment to be brought in May will be for the actual costs of the project, including a 10% contingency for any unforeseeable costs.

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING INVESTMENT OF
THE CITY OF McCLEARY'S MONIES IN THE LOCAL
GOVERNMENT INVESTMENT POOL.****R E C I T A L S:**

1. Pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

2. Pursuant to Resolution 791, the City confirmed that it would be advantageous to the authorized governmental entity, City of McCleary, the “governmental entity”, to contribute funds available for investment in the LGIP; and

3. The investment strategy for the LGIP is set forth in its policies and procedures; and

4. The applicable rules require that any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City Council, the “governing body” or any designee of the governing body pursuant to this resolution

RESOLUTION -

**CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557**

or a subsequent resolution and that the governmental entity will cause to be filed a certified copy of said resolution with the office of the State Treasurer; and

5. The rules require that the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity have received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

6. The City Council attests by the signature of its presiding officer that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by Tyson Ryder, Clerk-treasurer, and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the City of McCleary designates Chris Miller in his position as Mayor of the City, as the “authorized individual” to authorize all amendments, changes, or alterations to the Form or any other documentation including the
RESOLUTION -

**CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557**

designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER REOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form is incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIF on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual.

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making

RESOLUTION -

**CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557**

any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED THIS ____ DAY OF _____, 2023, 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:

Tyson Ryder, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney

RESOLUTION -

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY OF McCLEARY, GRAYS HARBOR, WASHINGTON, ADDING A NEW MCCLEARY MUNICIPAL CODE CHAPTER ENTITLED “TRESPASS WARNINGS ON CITY AND OTHER PUBLICLY OWNED PROPERTY” TO THE McCLEARY MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE****RECITALS:**

1. WHEREAS, the city has a compelling interest in protecting its employees from threatening, intimidating and/or harassing behavior directed at employees by members of the public;
2. WHEREAS, dangerous, unsafe, illegal, or unreasonably disruptive behavior in city buildings and/or directed at city employees disrupts access to services and staff for members of the public seeking city assistance and services; and
3. WHEREAS, the City Council believes that it is important to protect not only the citizens of McCleary, but also its employees from bullying, harassing, intimidation and disruptive behavior from members of the public;
4. WHEREAS, the City Council finds that it is important to the general welfare of the citizens and residents of the city to protect and preserve the public safety of citizens and employees while utilizing city owned properties, or performing work at city job sites. The city council further finds that providing safe access to city buildings for members of

the public, and providing a safe workplace for city employees serve the primary purpose of allowing safe and efficient access for members of the public to obtain city services and provides city employees with a workspace free from dangerous, unsafe, illegal, or unreasonably disruptive behavior from members of the public.

5. WHEREAS, the city has an interest in discouraging the abuse of city employees and disruption in city owned properties.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION I: McCleary Municipal Code (“MMC”) Chapter 9.97 entitled " **TRESPASS WARNINGS ON CITY AND OTHER PUBLICLY OWNED PROPERTY**" is added to read as follows:

- 9.97.010 Purpose, authority, and applicability.**
- 9.97.020 Definitions.**
- 9.97.030 Authority to issue trespass warnings – Service.**
- 9.97.040 Duration of exclusion.**
- 9.97.050 Content of trespass warning.**
- 9.97.060 Review procedure.**
- 9.97.070 Violation – Penalty.**

9.50.010 Purpose, authority, and applicability.

A. The purpose of this policy is to adopt a legally sound process for being able to exclude from city and other publicly owned property individuals whose behavior is dangerous, unsafe, illegal, or unreasonably disruptive to other users. It is further the purpose of this policy to provide for a specific method to allow for the issuance of trespass warnings to such individuals, including placing limitations on trespass warnings and providing procedures for such individuals to promptly appeal the issuance of trespass warnings to protect their right to engage in legitimate activities protected by the state and federal constitutions.

B. This policy is enacted as an exercise of the city’s authority to protect and preserve the public health, safety and welfare.

C. This policy shall apply to all city and other publicly owned property in the city of McCleary (“city”), including property that public entities own in common with each other. This chapter shall not apply to public streets and sidewalks. Enforcement action shall only be taken for conduct violating rules adopted for the location in which the conduct occurs, except that officers of the city police department may take enforcement action based on violations of other city codes, state statutes, and government rules or regulations.

D. This chapter shall be enforced to emphasize voluntary compliance with laws and city (or other governmental entity) property rules and so that inadvertent minor violations of this section can be corrected without resort to a trespass warning.

E. The city administrator is authorized to adopt rules and procedures consistent with this chapter.

9.50.020 Definitions.

A. Behavior that is “dangerous” is behavior that creates an imminent and unreasonable risk of injury or harm to either persons or property of another or the actor.

B. Behavior that is “illegal” is behavior that is prohibited by the laws of the United States, Washington State, Grays Harbor County, or the city and that includes, but is not limited to, any of the following types of behavior:

1. Threatening another person by communicating either directly or indirectly to another person the intent to cause bodily injury in the future to the person threatened or to any other person; or
2. Selling or using alcohol or drugs; or
3. Threatening or harassing behavior (e.g., fighting or threatening to fight, brandishing a weapon, stalking, verbally threatening to harm others or their property); or
4. Assaulting staff or other patrons; or
5. Sexual misconduct or harassment (e.g., indecent exposure, offensive touching, sexual acts).

C. Behavior that is “unreasonably disruptive to other users” is behavior that is not constitutionally protected and that, in consideration of the nature, scope, use and purpose of the publicly owned property in question, unreasonably interferes with others’ use and enjoyment of publicly owned property. Examples of behavior that may unreasonably interfere with others’ use and enjoyment of publicly owned property include, but are not limited to, any of the following:

1. Use of unreasonably hostile or aggressive language or gestures; or
2. Unreasonably loud vocal expression or unreasonably boisterous physical behavior; or
3. Using electronic or other communication devices in a manner that is unreasonably disruptive to others; or
4. Unreasonably interfering with the free passage of staff or patrons in or on public property; or
5. Behavior that is unreasonably inconsistent with the normal use for which the publicly owned property was designed and intended to be used (e.g., bathing, shaving, or washing clothes in a public bathroom or skating/skateboarding in a public parking area or plaza).

D. Any constitutionally protected action or speech is excluded from the prohibited behavior listed in this section.

E. “City or publicly owned property” means any part of a building, park, trail, or open space that is owned or controlled by the city or a public agency.

9.50.030 Authority to issue trespass warnings – Service.

A. Officers of the city police department are authorized to issue a trespass warning to any individual who the officer has probable cause to believe has violated any city ordinance, state statute, or government rule or regulation, relating to or prohibiting conduct that is dangerous, illegal, or unreasonably disruptive to other users of public property, as defined in this policy, while such individual is on or within any city or other publicly owned facility, building, or outdoor area that is open to the general public.

B. Trespass warnings may be delivered in person to the individual or by first class mail to the individual at the individual's last known address.

C. The individual need not be charged, tried, or convicted of any crime or infraction for the trespass warning to be issued or be effective. The warning may be based upon observation by a police officer or a city or other government employee or may be based upon a civilian report that would ordinarily be relied upon by police officers in the determination of probable cause.

9.50.040 Duration of exclusion.

The duration of exclusion shall be as follows. If the individual:

A. Has not been excluded from city or other publicly owned property by a trespass warning issued within one year prior to the violation, then the warning may exclude the individual for a period not exceeding seven days from the date of the warning.

B. Has been the subject of only one prior trespass warning issued within one year prior to the current violation, then the warning may exclude the individual for a period of more than seven days but not more than 90 days from the date of the current warning.

C. Has been the subject of two or more prior trespass warnings issued within one year prior to the current violation, then the warning may exclude the individual for a period of more than 90 days but not more than one year from the date of the current warning.

D. Has been excluded from city or other publicly owned property by a trespass warning, and a published rule or regulation applicable to such property establishes a different period of time for an individual to be excluded, the time period under such rule or regulation shall apply notwithstanding the provisions of this section.

9.50.050 Content of trespass warning.

The trespass warning shall be in writing, shall contain the date of issuance, shall describe the behavior that is the basis for the trespass warning, shall specify the length and place(s) of exclusion, shall be signed by the issuing police officer, and shall state the consequences for failure to comply. A trespass warning for a place or places shall not prohibit access to another place or places that are unrelated to or not a part of the place where the conduct that is the subject of the trespass warning occurred.

9.50.060 Review procedure.

A. For good cause, the city administrator, or his or her designee, or other government official who is responsible for the property in question may rescind, shorten or modify a trespass warning issued.

1. A written request for review of a trespass warning must be delivered to the city clerk no later than seven business days after it is issued;
2. The city administrator or specified designee will, within one business day of receipt of a request for review of any trespass warning that excludes the individual for seven or fewer days, review the decision;
3. The city administrator or specified designee will, within two business days of receipt of a request for review of any trespass warning that excludes the individual for more than seven days, review the decision;
4. The city clerk will notify the individual of the date, time, and place or telephone number at which the review will be conducted;
5. The review decision shall be communicated no later than two business days following the review;
6. As a follow-up to verbal communication, specify how a written decision will be served on the individual; and
7. At the end of every written decision, inform the individual that he/she has the right to seek judicial review of the decision and that the time frame for seeking judicial review runs from the date of service of the written decision.

B. For purposes of this section, “good cause” to rescind, shorten or modify a trespass warning shall be found where:

1. The individual demonstrates by a preponderance of the evidence that his or her conduct was intended to be expressive conduct protected by the First Amendment; or
2. The individual was not given warning that the conduct in question was subject to a

trespass warning; or

3. The trespass warning was based solely upon the statement of a third party, was not observed personally by the issuing officer or a city or other government employee, would not ordinarily be relied upon by police officers in the determination of probable cause, and the individual claims that he or she did not commit the action for which he or she was warned; or

4. In the judgment of the city administrator or his/her designee, the circumstances warrant a modification or rescission of the trespass warning. The city manager or his/her designee shall rescind the trespass warning if, considering all the circumstances, he or she finds that reasonable minds could differ on the question of whether the conduct in question was unreasonably disruptive to others on the same public property at that time.

C. At the review hearing, the violation must be proved by a preponderance of the evidence to uphold the trespass warning. The city administrator or designee shall consider a sworn report or declaration from the officer who issued the trespass warning or upon whose observation the trespass warning was based, without further evidentiary foundation, as prima facie evidence that the individual committed the violation as described. The city administrator or designee may consider information that would not be admissible under the evidence rules in a court of law but that the city administrator or designee considers relevant and trustworthy. If the warning was issued because of the alleged violation of any criminal law, the individual need not be charged, tried, or convicted for the warning to be upheld.

D. If the city administrator or designee rescinds an exclusion, for good cause or because the violation was not proved, the exclusion shall not be considered a prior trespass warning for purposes of this section.

E. The decision of the city administrator or designee will be the city's final decision. An individual seeking judicial review of the city's final decision must file an application for a writ of review in Grays Harbor County superior court within 15 days of receipt of the city's final decision.

F. The trespass warning shall remain in effect during the pendency of any administrative or judicial proceeding.

G. No determination of facts made by the city administrator or designee shall have any collateral estoppel effect on a subsequent criminal prosecution or civil proceeding and shall not preclude litigation of those same facts in a subsequent criminal prosecution or civil proceeding.

9.50.070 Violation – Penalty.

A. Any person who is found on city or other publicly owned property in violation of a trespass warning issued in accordance with this chapter may be arrested for trespassing, except as otherwise provided in this section.

B. The chief of police or designee may upon request authorize an individual who has received a trespass warning in accordance with this chapter to enter city or other publicly owned property to exercise his or her First Amendment rights or to conduct government business, if there is no other reasonable alternative location to exercise such rights or conduct such business. Such authorization must be in writing and specify the duration of the authorization and any conditions thereof.

C. The chief of police or designee shall issue a decision on a request for entry onto public property by the recipient of a trespass warning during a period of exclusion no later than 48 hours after receipt of the request.

SECTION II: Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION III: This Ordinance shall take effect upon the fifth day following date

of publication.

SECTION IV: Corrections by the Clerk-treasurer or Code Reviser. Upon approval of the Mayor and City Attorney, the Clerk-treasurer and the Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors, references to other local, state, or federal laws, codes, rules, or regulations, or ordinance number and section/subsection numbering.

PASSED THIS _____ DAY OF _____, 2023, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2023.

CITY OF McCLEARY:

CHRIS MILLER, Mayor

ATTEST:

ANN-MARIE ZUNIGA, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, ANN-MARIE ZUNIGA, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance Number _____ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number _____, as it was published, is on file in the appropriate records of the City of McCleary.

ANN-MARIE ZUNIGA

SIGNED AND SWORN to before me this _____ day of _____, 2019, by ANN-MARIE ZUNIGA.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, Residing at: _____
My appointment expires: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCCLEARY AMENDING MCCLEARY MUNICIPAL CODE CHAPTER 13 BY ADDING NEW MCCLEARY MUNICIPAL CODE SECTIONS TO MCC CHAPTERS 13.16 ENTITLED “UTILITY DISCOUNT RATES FOR NONPROFITS SERVING LOW-INCOME CITIZENS OF THE CITY OF MCCLEARY”.

R E C I T A L S:

WHEREAS, the City Council for the City of McCleary believes it advantages to the citizens of the city to encourage non-profit organizations to establish a footprint and provide services to the most vulnerable citizens of the city, the low-income and disabled;

WHEREAS, the City Council of the City of McCleary has met and concluded the following amendment to MCC 13.16 is in the best interests of the citizens of the City of McCleary;

WHEREAS, the City Council believes offering reduced electrical utility rates to non-profits operating within the City of McCleary and providing services to the low-income and elderly, will enhance the scope of services to the City.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF MCCLEARY:

SECTION I: For the purposes of this section a “Nonprofit serving low income citizens” eligible for reduced electrical utility rates shall be defined as a duly registered 503C

organization, doing business and offering services from a physical commercial location, leased or owned in the name of said nonprofit, located in the city of McCleary. In addition, said nonprofit must serve the needs of the poor and infirm citizens of the City and have such service clearly established by its purpose and actions.

SECTION II: A new rate section is added to MCC Section 13.16 for nonprofit agencies meeting the requirements for a reduced utility rate for water. Nonprofit agencies providing services to low income households and/or the elderly, may obtain a rate reduction of 20 percent to its electricity usage utility fee.

All entities claiming the discount provided for in this section shall first be required to file an application with the city requesting the reduction. The application shall provide information sufficient for the city to verify the applicant's eligibility to participate in this reduced rate program. Customers receiving the rate reduction must renew their application annually in accordance with administrative procedures promulgated by the city clerk.

SECTION III: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be

declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION IV: This Ordinance shall take effect upon the fifth day following date of publication.

SECTION V: Corrections by the Clerk-treasurer or Code Reviser. Upon approval of the Mayor and City Attorney, the Clerk-treasurer and the Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of scrivener's or clerical errors, references to other local, state, or federal laws, codes, rules, or regulations, or ordinance number and section/subsection numbering.

PASSED THIS _____ DAY OF _____, 2023, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2023.

CITY OF McCLEARY:

CHRIS MILLER, Mayor

ATTEST:

ANN-MARIE ZUNIGA, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, ANN-MARIE ZUNIGA, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance Number _____ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number _____, as it was published, is on file in the appropriate records of the City of McCleary.

ANN-MARIE ZUNIGA

SIGNED AND SWORN to before me this _____ day of _____, 2023, by ANN-MARIE ZUNIGA

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, Residing at:
My appointment expires: