



McCleary City Council Agenda

01/13/2021- 6:30PM

[Web Ex Meeting Link](#)

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

Meeting number (access code): 126 521 5728

Meeting password: 66237448 (from phones and video systems)

1. **Call to Order/Flag Salute/Roll Call**
Roll Call: ___ Pos. 1-Amsbury, ___ Pos. 2-Huff , ___ Pos. 3- Heller, ___ Pos. 4-Miller ___ Pos. 5- Iversen
2. **Agenda Modifications/Acceptance**
3. **Special Presentations**
 - a Water System Plan Public Hearing (Jon Hinton- Gray and Osborne)
[Water System Plan Draft](#)
4. **Public Comment**
5. **Consent Agenda**
 - a 12/9/2020 Minutes
 - b Council Voucher Approval for December 2020 Disbursements- \$
6. **New Business**
 - a MunicodeNEXT Contract
 - b Evergreen Consulting Group
 - c Janitorial Contract renewal
 - d Mayor Pro Tem Appointment
 - e Council Committee Assignments 2021
 - f Investigative Services Agreement
7. **Old Business**
 - a Hearing Examiner Contract
 - b Website Contract
8. **Ordinance and Resolutions**
 - a Cross Connection Control Ordinance
9. **Updates**
 - a Departments
 - b Legal Update - Asphalt Investigation Discussion
 - c Councilmembers
 - d Mayor - COVID-19 Update
10. **Executive Session**
11. **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

CITY OF MCCLEARY
City Council Meeting
Wednesday, December 9, 2020

FLAG SALUTE Mayor Orffer Called the Council Meeting to order at 6:30 PM.

ROLL CALL Councilmembers present were Amsbury, Huff, Heller, Miller, and Iversen. The meeting was held via WebEx.

ABSENT None.

STAFF PRESENT Present at the meeting were Clerk-Treasurer Wendy Collins, Director of Public Works Todd Baun, City Attorney Chris Coker, and Police Chief Steve Blumer.

EXECUTIVE SESSION None.

PRESENTATION Councilmember Chris Miller is not only a councilmember, but he is also the Executive Director for the McCleary Civic Renewal Council (MCRC). He gave a detailed presentation explaining the results they received from a public survey they sent out for the year 2020. The PowerPoint presentation details are in the meeting packet for anyone to review that was not present during the online meeting.

PUBLIC HEARING The public hearing on the Final 2021 Budget opened at 7:45 pm. No comments were made. Angela Rittinger, resident of McCleary, had public comments regarding asphalt that is buried at the city well site and asbestos buried at another city site. Because this is off topic of the public hearing, she agreed to wait until the regular meeting open public comment time. The public hearing closed at 7:47 pm.

MAYORS COMMENTS Mayor Orffer informed the Council that city hall will be closed on Christmas Day, the Monday after Christmas and on New Year's Day. The city employees receive a personal floater day each year and they elect to use it on the same day to extend the Christmas holiday.

The Public Relations Committee will hold their fist meeting in January. An update will be shared at that time on how to get information to the committiee and how to contact them.

PUBLIC COMMENT Angela Rittinger spoke regarding asphalt that is buried out by the city well site off of Summit Road. She is curious what affect this will have on our water and what studies were performed. She has made a number of public information requests and is going over the city's wellhead protection plan and the interlocal agreement, which are all written with the intent to protect our environment. It seems like the city is dismissing all of those recommendations. She understands that the disposal site at first was approved for about 8500 square feet for storage of material, not burying it. It appears that the area has exceeded easily 50,000 square feet. She can text pictures in right now, so the city can post them. She is not on video and can't display them.

She called out Councilmember Chris Miller, whom went out to visit the city well site with her. She said he understands what she is talking about. She believes she sent him a picture, which she refers to as the, "blue dot picture", that shows the area that was cleared, which far exceeds what was approved to be out there. Her understanding is that the asphalt is buried , which concerns her with the quality of our soul aquifer in our community. This is our only water source and if this water source gets tainted in any way, and exceeds health concerns, it will impact property investments here. She owns her own home and it concerns her as far as her investment down the line.

She added we have another site where asbestos is being buried and that is a concern for her. We have a big issue downtown with some of the remodeling work that was down there. She understands ORCCA and L&I have been to the city. It concerns her because she has been in and out of that building and proper asbestos handling wasn't done, which is why employees were exposed and why there are five people, which she found out through the public information request, whom were seeking physicals and exams to make sure that they are okay. She thinks the city deserves some answers on that.

Mayor Orffer responded there are a lot of questions in the information she just put forward to the council. She asked if Councilmember Miller had anything to add. Chris Coker stated this really isn't the time for the public to engage with city council and because of the public requests that are out there, he is going to recommend that they don't engage. Ms. Rittinger said this is a council meeting and is the place to ask the council questions and added, "Please don't tell me this is not the place to address the council with this. This is exactly the place to address the council."

Mr. Coker said this is the time for the opportunity to make public comment and she has provided her public comment and the city, through the public works director, whom he is recommending to respond, will respond accordingly. This is not a time for you to engage with individual councilmembers if you have complaints or questions because we are not prepared to have those discussions. If it is on the agenda, we will respond accordingly when we have time to analyze those questions. He added, if she disagrees, that's fine, but this is his position on it and the council can proceed as they see fit.

Ms. Rittinger asked since she is not allowed to engage with the council if she can continue with her statement and Mayor Orffer said yes, if she has more comments, the council is happy to hear it.

What Ms. Rittinger would like the council to know is that she has 100% proof that the asphalt is buried out there. She would implore the council to do some investigating to find out about it. If they go out to the site, and go down about five to seven feet, they're going to find about a 12 to 16 inch layer of asphalt.

At the pond on Mox-Chehalis Road, at the other dump site, is where the asphalt was supposed to go, but an employee of the city said they didn't want it there, which was years ago, and is why some of it ended out by Summit Road. They have asbestos buried out there and wetlands are in the area. Ponds are being encroached upon and this stuff is being tossed into the pond and dirt is being pushed forward on it. She said she has photos and confirmation that this is out there and she has Todd Baun, as Director of Public Works, on record stating that there is no asphalt buried out there. She has more than one person telling her about it and providing her photos to show that there in fact is asphalt buried there.

She would implore the council to demand an investigation and get out there and dig it up and prove her wrong. She said she will issue a public apology if she is wrong. If the council decides not to do that, then she will release a formal certified public record to all of them, to the City Attorney, to the State Auditor, to Grays Harbor Hazardous Waste, to the Board of Commissioners, and anybody she can think will be getting this letter stating the city council is all on notice and are aware that the asphalt is there. If the Council chooses not to do anything about it, and ten to fifteen years down the line our water is tainted, you are all going to be culpable. She said she would think that as the Mayor, and as the Council, your first job would be to protect the citizens of this town. She concluded by stating, please, I implore you to investigate this and please let me know when I can have interaction with our council to get some answers. She thanked them.

Mayor Orffer thanked her and said we appreciate the comment and information and as Chris Coker suggested, we can have a discussion and engage when council and staff have had the opportunity to put this on the agenda and to make it a conversation.

Gina Scott said she has lived in McCleary for a number of years and has a concern regarding the water and if prior steps were in place prior to burying any potential hazardous or contaminated debris. She would like to see something happen to make sure our precious water source is protected as it should be. Mayor Orffer thanked her.

MINUTES APPROVED

It was moved by Councilmember Iversen, seconded by Councilmember Huff to approve the minutes from the November 18, 2020 meeting. Motion Carried 5-0.

APPROVAL OF VOUCHERS

Vouchers/Checks approved were 48437 - 48497, including EFT's, in the amount of \$170,413.77 and 48532 - 48571, including EFT's, in the amount of \$56,851.98 and 48572 - 48595, including EFT's, in the amount of \$46,316.83 (CARES Act disbursements).

Payroll Checks approved were 48498 - 48531, including EFT's in the amount of \$235,641.38.

Bank reconciliation Treasurer's Report for November 2020.

It was moved by Councilmember Iversen, seconded by Councilmember Heller to approve the vouchers. Motion Carried 5-0.

STAFF REPORTS

Councilmember Amsbury noticed the non-emergency number for outages was listed on the Light & Power Staff Report and thought we would not be using that line for citizens to call because there was a separate line they would call for power outages. Mayor Orffer remembers the problem as being that people could not find the non-emergency number. Councilmember Amsbury thought we had a special city number for people to call, and asked if we are supposed to call the non-emergency number and Todd said any outages after hours is a non-emergency call.

COVID UPDATE & EXPENDITURES REPORT

Mayor Orffer gave an update on COVID-19 and discussed the current status for Grays Harbor County. The Governor has extended the OPMA restrictions until December 21st. Our essential employees are still available even during the times when city hall is closed.

Yesterday, we submitted to the Department of Commerce our application for the CARES Act money and in communication with them, they have indicated that we will receive our money no later than December 30th of this year. The application that we submitted was for the full \$80,550 that had been allocated to our city. She said we issued over \$46,000 in grants to local businesses and organizations. We issued \$4,000 to the local schools and we issued \$16,000 to households that were impacted by Covid-19 and were behind on their utility accounts. We were glad to see over 50% of our allotment to go right back in to our community to help businesses, organizations, and individuals who have been impacted by Covid-19.

The other application we submitted was to FEMA in the amount of approximately \$11,500. We have submitted that for PPE that we have purchased at the city as we respond to Covid-19. We purposely submitted this one item so we could see how this process works; how we submit it to FEMA, how long it takes, and how their approval process works. Once we see how it all works, we can then begin to apply for more reimbursements for things that would be approved by FEMA for Covid-19 response. We will keep council updated on the progress.

All employees continue to work and we have all PPE available for them, we continue to implement protocol, we have installed plexiglass between certain employees, and we continue to communicate and receive feedback and are open to any concern employees have. Safety is our first priority. Councilmember Amsbury asked if any of the \$34,000 in CARES Act money was for the police department and Mayor Orffer and Chief Blumer said the \$34,000 was all for the sewer treatment plant and \$46,000 went to businesses and non-profit agencies. Councilmember Amsbury asked if the staff time was included and Mayor Orffer said it was all for the chemicals and bio solids due to more processing from all the people that are staying home. Councilmember Amsbury asked if we were \$34,000 over our normal cost and Chief Blumer said yes, way over \$34,000. Our rolling average is \$64,000 and we currently are well over \$100,000. Councilmember Amsbury is glad to hear that because she was unaware the cost was that high.

Councilmember Amsbury thanked the staff for getting the CARES Act money out by November 30th for the businesses because it was something she had brought up multiple times and is really happy we were able to help the community so much. Mayor Orffer said we were delighted to do it and have received great feedback from people that were grateful. Some businesses said they had applied in several different places and had been denied. The schools and utility customers were also very grateful.

HEARING EXAMINER RFP DISCUSSION

We did an RFP for a new hearing examiner and we had received some proposals. Mayor Orffer asked if Todd added them to the packet and he said no, we don't have them in the packet. He said the committee hasn't sat down and made a choice. He has recommendations from Chris Coker and himself but not everybody else. Mayor Orffer asked what committee he was referring to and he said there was a committee that was supposed to review the applications and he hasn't heard anything from anybody. He said he'll have to reach out to Mayor Orffer, Wendy, and Chief who were also supposed to review them and get them down to a candidate. We received two proposals that have not been shared with council. Councilmember Amsbury recommended staff to bring the council a recommendation for them to review for when they have to approve a contract. Councilmember Iversen agreed with that recommendation. Mayor Orffer will bring a recommendation to the Council at the next meeting.

GREATER GRAYS HARBOR, INC., ANNUAL AGREEMENT

Councilmember Iversen asked what things has Greater Grays Harbor, Inc., done that our community has benefited from and Todd said they run small business grants through Commerce. Councilmember Amsbury said they get leads from Department of Commerce and promote our properties and bring new business here. It's good to always let them know when we have properties available so they can help bring business to us. **It was moved by Councilmember Amsbury, seconded by Councilmember Iversen to approve the Greater Grays Harbor, Inc., Annual Agreement for \$1,200. Motion carried 5-0.**

WSDOT PROPERTY PURCHASE

The property owned by WSDOT at SR 8 and McCleary interchange, which the city planned on purchasing in 2020, is ready for final sale. The city wants this property for future utility expansion. The council agreed upon the price of \$28,100 and that amount was budgeted in the current 2020 budget in the water fund. Councilmember Amsbury asked if this was only for water utility expansion and Todd said it could also possibly be for sewer utilities. He said we already have power there. **It was moved by Councilmember Iversen, seconded by Councilmember Heller to approve the purchase of the WSDOT property for \$28,100. Motion carried 5-0.**

BPA NETWORK OPERATING AGREEMENT

This copy of the agreement has all of the agreed upon changes from the last council meeting where it was adopted. It is the final draft and was approved already so it's just for the council's information.

COMCAST AGREEMENT

Comcast has updated their agreement to incorporate all current laws. Councilmember Amsbury asked if the council has a policy and if they need to hold a public hearing over this because the county does it that way. Chris Coker responded by stating we do not need to hold a public hearing because it is considered a general approval only and is just like a contract. Councilmember Amsbury asked if we are keeping the percentage the same and Todd wasn't sure. She read it currently was at 5% and Councilmember Heller said he saw the same percentage. Todd said it is the same as it was in the past and this agreement is just updating the federal regulations. **It was moved by Councilmember Heller, seconded by Councilmember Iversen to authorize the Mayor to sign the Franchise between the City of McCleary and Comcast Cable Communications management, LLC. Motion carried 5-0.**

ORDINANCE 862 FINAL 2021 BUDGET

Councilmember Amsbury asked about the list of questions that were discussed at the workshop that were going to be addressed. She remembers the council had talked about vehicles, which she understands are now switched from a leasing option to a finance option, and Mayor Orffer confirmed that was correct and added, the next opportunity to use the financing purchase option is not until February of next year. Councilmember Amsbury said the other question was about the sewer three-year plan. She is not comfortable with the budget until she has a full understanding of what the project scope is and what the full amount will be. Mayor Orffer asked Todd if he got the information from Kevin at the treatment plant and Todd said yes, we have it and it's the same thing Keven handed out when he was talking at the budget workshop.

Wendy searched her notes and she found discussion at the workshop included the vehicle purchase versus lease topic, two new cameras, and FEMA funding for future remodeling. Councilmember Amsbury's notes show that the sewer cost was \$75,000 to \$100,000 for phase one, phase two was \$175,000, and phase three was \$12,000, but that's all she wrote down. With the amount being so high, she wants to make sure this is the route we want to go. After further discussion, the Council discussed moving to adopt. Councilmember Amsbury asked if there was only one new position in the budget and Mayor Orffer said it was a new category that was added that could be hired and is for an operator in training at the treatment plant for our succession plan we are working on. After the person retires, the employees in the lower positions will move up and the training position will not be filled. **It was moved by Councilmember Iversen, seconded by Councilmember Huff to adopt Ordinance 862 ADOPTING A BUDGET FUNDING OPERATIONS OF THE CITY OF McCLEARY FOR THE CALENDAR YEAR 2021. Roll call taken in the affirmative. Ordinance adopted 5-0.**

Councilmember Amsbury thanked everyone for answering all of her questions. With this being the first year working on the budget, it's a lot to take in. Councilmember Iversen said she is being responsible and it's the right thing to do.

MOTOROLA SOLUTIONS PURCHASE
ADDENDUM

This is a contract to update to Spillman Forms for Cosmopolis PD, Elma PD, McCleary PD, Montesano PD, Ocean Shores PD, and Westport PD. The other agencies not listed are already using this software packet. The total startup installation cost is \$23,487.13. The costs were broken down by call volume and size of agency. This software packet will reduce time in the field and in the office by approximately 30 minutes per person for data entry purposes and should pay for itself in the 1st month. **It was moved by Councilmember Huff, seconded by Councilmember Amsbury to approve the purchase of Motorola Solutions for \$1,499.18. Motion carried 5-0.**

PUBLIC COMMENT

Councilmember Amsbury asked if they could be updated with information before the next meeting so they are kept in the loop with what is going on after the public comments tonight.

MAYOR COMMENTS

Mayor Orffer asked the Council if they want to hold a second meeting in December, which is scheduled for December 23, 2020. The Council agreed to cancel the second meeting of the month and will meet again in January for the regularly scheduled meeting.

She added this has been a strange year with Covid-19. She never imagined we would be having council meetings via WebEx and she understands we have had to adapted to new ways and she appreciates the council working with us and sticking it out and remaining effective under the circumstances. She stated she appreciates the city staff who have been adaptive, nimble, patient, and working with us because we don't always have the answers and can't always make decisions due to constant changes and updates from the Governor's office. Things change on a dime and she appreciates the staff hanging in there, as well.

This year Mayor Orffer said she is doing a fun little thing she calls the Mayor's Merry Medley that she is streaming live on the city's Facebook page and will be live from the McCleary Museum at 7:00 pm. She will be sharing stories along with songs she will be singing for the community.

She also thanked Chris Coker for his legal counsel and she appreciates his work and says we've definitely received our value from his retainer this year.

Councilmember Huff said Eddie Biers family met with him on November 30th and were appreciative for the park dedication and keeping Eddie's memory alive. They were extremely pleased with the artwork from Tyler Hansen for the sign.

The council wished each other and everyone a Merry Christmas!

ADJOURNED MEETING

It was moved by Councilmember Amsbury, seconded by Councilmember Heller to adjourn the meeting at 8:50 PM. The next meeting will be on January 13, 2021 at 6:30 PM. Motion Carried 5-0.

Mayor Brenda Orffer: _____

Clerk-Treasurer Wendy Collins: _____



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: January 7, 2021- For January 13th Council Meeting

Subject: MunicodeNext Contract

RECOMMENDATION

Allow the Mayor to sign the contract with MunicodeNext with the \$995 – My Municode- Value Pricing Option

BACKGROUND

The City has been working with Municode for our codification of our municipal code. We send in our Ordinances several times a year for codification. Codification is the process of consolidating our legislation of a general and permanent nature and organizing it into a logical and sequential code of ordinances. During this process, Municode experienced codification attorneys organize and then review your code in its entirety to ensure that it is grammatically correct, free of conflicts, and internal inconsistencies and conforms to state law.

A code that is well arranged, well-edited, easy to read, and up-to-date is a cost-effective management tool for government. It eliminates many tasks that are a strain on staff members and enables your citizens to have free, open, and ready access to the law.

Municode offers this standard for public transparency with the NEXT generation of codification technology. MunicodeNEXT is a fully responsive code hosting application featuring navigation through our code using an expandable/hideable table of contents, real time-breadcrumb trail, and cross-reference linking with on-hover previews. These features are available on any device – desktop, laptop, tablet, and smartphone.

All content loaded onto MunicodeNEXT will be downloadable and sharable in many formats and methods. Whether it be an editable version of the code, a printable version that matches the hardcopy version of the code, a version to integrate with one of your information systems, or a version to share. Here are formats that they provide.

- **Word** - best for drafting new legislation
- **Email** - sends link
- **Permalink** - expose a static URL to embed in an app or document
- **Social Sharing** - share directly to Twitter or Facebook
- **Folio Bound Views*** - disconnected, searchable desktop application
- **PDF*** - matches hardcopy
- **XML*** - can be imported into other systems

* Custom Add-On

The City currently spends an average of little more than \$850 per year on codification, which we get paper copies and have to put in on our website. Our website code is not searchable and does not have archives of our codes.

WEBSITE HOSTING QUOTATION SHEET (MunicodeNEXT)

The online features can be purchased on an a' la carte basis or through our budget-friendly, feature-rich MyMunicode bundle for the best value. Municode hosts over 3,700 codes on MunicodeNEXT. You will find our online code library [here](#). Helpful and engaging webinars and training are available on our calendar [here](#). **Check all appropriate boxes below to indicate your selection:**

STANDARD WEB HOSTING

- Online Code = MunicodeNEXT**, annually **\$275**
Mobile friendly site. Full functionality and optimal screen resolution on all devices. In-line images & scrolling tables & charts. Narrow, Pinpoint & Advanced (including Boolean) Searching. Previous and Hit buttons, Persistent breadcrumb trail. Print or Save as formatted WORD (DOCX). Google Translate supports over 90 languages. Social Media/Email. Share links to sections via email, Facebook, Twitter, etc.

OPTIONAL SERVICES

- CodeBank** annually **\$150**
Permanent online collection of previous versions of the code.
- OrdBank** annually (or per ordinance) **\$315 (\$35)**
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances Applies to amendatory (included) ordinances only.
- OrdBank + OrdLink** annually (or per ordinance) **\$415 (\$60)**
Provides hyperlinks from newly adopted amendatory legislations to sections of the code that will be amended.
- CodeBank Compare + eNotify**¹ annually **\$250**
Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.
- MuniPRO** Service annually **\$295**
Search over 3,500 online codes/ordinances. Attach notes to codes and drafts of new legislation.
- Custom Banner** one-time fee **\$250**
Customize MunicodeNEXT to match the look of your website.

My Municode - Value Pricing!

- MyMunicode** annually **\$995**
Includes [MunicodeNEXT](#) (Online Code), [OrdBank](#), [CodeBank](#), [CodeBank Compare + eNotify](#), [MuniPRO](#), and [Custom Banner](#)

The online services selected above are approved by the McCleary, Washington:

Signature:: _____ Title: _____

Printed Name: _____ Date: _____

¹ Enrollment in CodeBank is required to receive the CodeBank Compare/eNotify technology.



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: January 7, 2021- For January 13th Council Meeting

Subject: Evergreen Consulting Group

RECOMMENDATION

Allow the Mayor to sign the contract with Evergreen Consulting Group.

BACKGROUND

The City has been working Evergreen Consulting Group for the past several years with our conservation program and it has gone extremely well. I would like to continue with contracting with Evergreen Consulting Group for 2021.

I have provided a contract with Evergreen Consulting Group. This will not cost the City any money out of pocket, since the City receives “performance payments” from BPA to cover internal customer administrative costs incurred in support of energy savings activities.

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

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, 2021 to December 31, 2021

<u>Evergreen Consulting Team</u>	<u>Hourly Rate</u>
Eric Wilson Program Director	\$ 138
Mike Porter, Program Manager	\$ 118
Andy Gerde, Lighting Specialist	\$ 105

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 1 day/month)			60	\$ 300	Lodging/travel/meals	\$ 6,600.00
Office followup with cust & trade allies-review audits, approve & notify trade allies's (1 hr /month)			12			\$ 1,260.00
Supervision, project file completion, project tracking & followup with trade allies		36				\$ 4,248.00
Directing project	3					\$ 414.00
Completed projects submitted to CMcC for BPA submittal (2 per month)		24				\$ 2,832.00
	3	60	72	\$ 300		\$ 15,354.00

Budget Assumptions:

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

A2Z CLEANING

PO Box 1948, Elma WA 98541 · 206-919-2284

kkearney@cleaninga2z.com

Brenda Orffer
City of McCleary
100 S 3rd Street
McCleary WA 98557

DEAR BRENDA,

Due to L&I evaluated cost of living increase, we are requesting an increase to our monthly charges, reflected in the attached proposed change order for the year 2021.

Sincerely,

Randy Arnold



A2Z Cleaning Professionals Inc
PO Box 1948
Elma WA 98541

January 01, 2020

City of McCleary
100 S 3rd Street
McCleary WA 98557

Brenda Orffer
(360) 495-3667
brendao@cityofmccleary.com

**EXHIBIT A
JANITORIAL SERVICES – BID SHEET**

Name of Company: A2Z Cleaning Professionals Inc
Street Address: 50 Arnold Ln, Elma WA 98541
Mailing Address: PO Box 1948 Elma WA 98541

Contracts/Cleaning Services: Randy Arnold CEO • rarnold@cleaninga2z.com • (360) 550-0167
Finances/Admin: Kim Kearney CFO • kkearney@cleaninga2z.com • (206) 919-2284

Insurance Carrier and Policy #

Sunset Insurance Agency
Liberty Mutual, Ohio Security Insurance Company
#BKS (20) 58 660 44 08

Bonding Company and Policy #

Sunset Insurance Agency
Lexon Insurance Company
#SCP3960

Contracts/Cleaning Services: Randy Arnold CEO • Region 1 Manager • rarnold@cleaninga2z.com • (360) 550-0167
Contracts/Cleaning Services: Ian Rutherford Region 2 Manager • irutherford@cleaninga2z.com • (360) 553-4747
Finances/Admin: Kim Kearney CFO • kkearney@cleaninga2z.com • (206) 919-2284



January 01, 2020

***COST FOR SERVICES (PER MONTH):**

	2020 Pricing		2021 Pricing	
City Hall Building	\$185.00	6.5 hrs./month	\$192.00	6.5 hrs./month
Public Works Office Building	\$61.00	2.15 hrs./month	\$63.75	2.16 hrs./month
Public Works Break Room	\$32	1.1 hrs./month	\$32.50	1.1 hrs./month
***Light and Power Office	\$32	1.1 hrs./month	\$63.75	2.16 hrs./month
Fire Department Office	\$62	2.16 hrs./month	\$63.75	2.16 hrs./month
Police Department	\$61	2.15 hrs./month	\$63.75	2.16 hrs./month
Treatment Plant Office	\$62	2.16 hrs./month	\$63.75	2.16 hrs./ month
**Library Building	\$123.00	4.34 hrs./month	\$513.00	17.38 hrs./month (Added hours due to Covid 2020)
**Community Center	\$123.00	4.32 hrs./month	\$ 256.00	8.69 hrs./month *(Added 4.32 hrs. due to Covid 2020)
TOTAL COST PER MONTH	\$741	26.01 hrs./month	\$1312	44.47hrs./month

*Cost increase due to .02 increase in minimum wage for all categories

** Cost increase due to change order for extra hours

*** Cost increase due to actual hours worked, averaged over the past six months

Successful Bidder will perform hard surface floor treatment (Strip wax, seal and apply wax to all linoleum and tiled floor), Wash mini blinds, and wash windows (inside and outside) on the following buildings. The number of times per year will be dependent on the cost per occurrence.

Contracts/Cleaning Services: Randy Arnold CEO • Region 1 Manager • rarnold@cleaninga2z.com • (360) 550-0167

Contracts/Cleaning Services: Ian Rutherford Region 2 Manager • irutherford@cleaninga2z.com • (360) 553-4747

Finances/Admin: Kim Kearney CFO • kkearney@cleaninga2z.com • (206) 919-2284



January 01, 2020

COST FOR SERVICES (PER OCCURRENCE):

	2020 Wash windows inside and outside	2021 Wash windows inside and outside	2020 Wash mini blinds	2021 Wash mini blinds
Library Building	\$40.95	\$42.00	\$47.25	\$48.00
City Hall Building	\$255.50	\$260.00	\$94.00	\$96.00
Community Center	\$57.75	\$60.00	\$47.25	\$48.00
Treatment Plant Office	\$29.50	\$31.00	\$47.25	\$48.00
Total Cost per Occurrence	\$386.00	\$393.00	\$235.00	\$240.00

	2020 Strip and Wax	2021 Strip and Wax	2020 Carpet Clean	2021 Carpet Clean
****Library Building	\$0	\$0	\$236.75	\$245.00
****City Hall Building	\$438.00	\$465.00	\$353.25	\$370.00
****Community Center	\$710.75	\$745.00	\$0	\$0
****Treatment Plant Office	\$435.25	\$455.00	\$0	\$0
Total Cost per Occurrence	\$1586.50	\$1665.00	\$590.00	\$615.00

**** Cost increase due to increase to materials/equipment

Change order suggestions per A2Z Cleaning Professionals:

2020 Cost for unscheduled cleaning: \$29.00 per hour

2021 Cost for unscheduled cleaning: \$29.75 per hour

State mandated wage and benefit increases initiated on January 1 of each year.

Contracts/Cleaning Services: Randy Arnold CEO • Region 1 Manager • rarnold@cleaninga2z.com • (360) 550-0167

Contracts/Cleaning Services: Ian Rutherford Region 2 Manager • irutherford@cleaninga2z.com • (360) 553-4747

Finances/Admin: Kim Kearney CFO • kkearney@cleaninga2z.com • (206) 919-2284



A2Z Cleaning Professionals Inc
PO Box 1948
Elma WA 98541

January 01, 2020

City of McCleary

Signature: _____ Date: _____

Title: _____

A2Z Cleaning

Signature: _____ Date: _____

Title: President/CEO

Contracts/Cleaning Services: Randy Arnold CEO • Region 1 Manager • rarnold@cleaninga2z.com • (360) 550-0167

Contracts/Cleaning Services: Ian Rutherford Region 2 Manager • irutherford@cleaninga2z.com • (360) 553-4747

Finances/Admin: Kim Kearney CFO • kkearney@cleaninga2z.com • (206) 919-2284

INVESTIGATIVE SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of January 2021, by and between City of McCleary, (referred to as "client"), and the Law Office of Richard L. Hughes, PLLC, hereinafter referred to as "Investigator," or "Mr. Hughes." WITNESSETH:

WHEREAS, CLIENT requires investigative services, and wishes to retain Mr. Hughes for his expertise and assistance, and

WHEREAS, Mr. Hughes is qualified and possesses the expertise, training and skill necessary to perform such services, and

WHEREAS, the parties wish to formalize their agreement for the performance of such services;

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

1. Scope of Service

Mr. Hughes will provide.

- Investigative services
- Other services as mutually agreed upon in writing.

2. Term

The term of this Agreement shall begin on January ____2021 and shall continue for 24 complete months unless terminated according to the provisions herein.

3. Compensation and Method of Payment

- A. Attorney time: \$210 per hour including travel time.
Mileage at the IRS rate in effect at the time of travel
No charge for ordinary administrative staff time.
- B. Costs: Costs incurred on behalf of clients will be reimbursed at actual cost without markup. Costs exceeding \$50 may be directly invoiced to clients. Copying at \$.20 per page.
- C. Invoices: Invoices shall be submitted monthly and are payable net 15. Fees charged hourly should include a brief description of work performed and hours spent for each work item. Hourly time will be

charged in 1/4-hour increments.

D. The Parties may mutually agree to adjust compensation in writing.

4. Business of Attorney

Attorney is engaged in the business of legal and investigative services. Investigator also warrants that he has obtained all necessary licenses and registrations.

5. Independent Contractor Relationship

The parties intend that an independent Contractor relationship will be created by this Agreement. Clients are interested primarily in the results to be achieved; how best to achieve these results will be determined by Mr. Hughes after consulting with Clients. No agent, employee, servant or representative of Mr. Hughes' firm shall be deemed to be an employee, agent, servant or representative of either client for any purpose, and the employees of Mr. Hughes' firm are not entitled to any of the benefits that clients provide to its employees. Clients shall not have any control over the manner, mode, or means by which Mr. Hughes' firm, its agents or employees, render the services required under this Agreement, except as otherwise set forth. Clients shall have no authority in the selection, discharge, supervision or control of Mr. Hughes' employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

6. Hold Harmless and Indemnification

CLIENT will at all times indemnify, hold harmless and defend Mr. Hughes when acting within his capacity under this Agreement, including his officers, employees, agents and representatives, from and against any and all claims, demands, lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), and claims brought by third parties against Mr. Hughes or his firm while acting in such capacity, arising out of or related to one or more claims of negligent acts, errors, or omissions of either client in their performance under this Agreement.

7. Insurance

During the term of this Agreement and any extension thereof, Investigator shall procure insurance at his own expense and maintain for the duration of the Agreement and any extensions thereof as follows:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or substitute form providing equivalent liability coverage. Upon request evidencing the required coverage and a copy of the automobile insurance policy.

Professional Liability – Legal Malpractice insurance appropriate to Attorney's profession. Upon request, Attorney shall furnish a certificate of insurance evidencing the required coverage and a copy of the professional liability policy.

Minimum Amounts of Insurance: Attorney shall maintain the following insurance limits.

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Professional Liability – Legal Malpractice insurance shall be written with limits no less than \$1,000,000 per claim, \$1,000,000 policy aggregate limit.

- A. Notice of Cancellation: No policy shall be cancelled or modified by Attorney without thirty days prior written notice to clients.

8. Termination

Either party may terminate this Agreement without cause by providing 30 days' written notice to the other.

In the event this Agreement is terminated, Mr. Hughes will be paid any amounts owed for legal work under this Agreement, and any outstanding unreimbursed costs incurred through the termination date.

9. Entire Contract

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. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

10. Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, the parties hereto shall use their best efforts to resolve the dispute, claim, question, or disagreement. If the Parties do not reach such resolution within 60 days of their initial efforts at resolution, then upon written notice by one Party to the other, the Parties shall participate in non-binding arbitration administered by the Washington Arbitration and Mediation Services (WAMS) in accordance with the provisions of its Arbitration Rules.

Both Investigator and Client shall make good faith efforts to agree upon a single arbitrator approved by WAMS to preside over any arbitration. In the event the Parties cannot agree to the selection of an arbitrator, they will defer to WAMS for the selection of an appropriate arbitrator. The Parties may modify the arbitration requirement herein in any manner which they agree upon by mutual written agreement.

This contract shall be construed and enforced in accordance with the laws of the State of Washington.

11. Notices

Notices required in this agreement shall be in writing and either hand delivered during normal business hours, or mailed with postage prepaid, to the following addresses:

Law Office of Richard L Hughes PLLC

Rick Hughes
324 West Bay Drive NW, Suite 201
Olympia, WA 98502

City of McCleary

Attn: Mayor
100 South 3rd Street
McCleary, WA 98557

12. Effective Date of Agreement

This Agreement is effective upon execution by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year above-written.

CITY OF MCCLEARY

By: _____
Brenda Orffer, Mayor

Date: _____

**LAW OFFICE OF
RICHARD L. HUGHES PLLC**

By:  _____
Richard L. Hughes, Principal

Date: 1/11/2021



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: January 7, 2021- For January 13th Council Meeting

Subject: Hearings Examiner Contract

RECOMMENDATION

Allow the Mayor to sign the contract with Sound Law Center, LLC for Hearings Examiner Services

BACKGROUND

The City has received 2 responses for our Hearings Examiner RFP. Staff has reviewed the RFPs and have unanimously recommend that the Mayor contract with Sound Law Center as the Hearings Examiner.

The City have statutory authority to establish a hearing examiner system. Under our hearing examiner system, the Mayor selects the examiner, subject to confirmation by the city council. The examiner may be retained under a professional services contract for a period of four years, being coterminous with the term of the mayor subject to termination.

The City contracts with a hearing examiner to conduct quasi-judicial hearings, usually in place of local bodies such as the planning commission, the board of adjustment, or the city council.

The basic purpose of having a hearing examiner conduct these hearings is to have a professionally trained individual, typically an attorney, make objective quasi-judicial decisions that are supported by an adequate record and that are free from political influences. Using a hearing examiner system allows local legislative and advisory bodies that might otherwise conduct these hearings to better concentrate on policymaking. It can also potentially reduce local government liability exposure through what should be more consistent and legally sustainable quasi-judicial decisions.

Although the city uses hearing examiners primarily for hearing and deciding land use permit applications and/or administrative appeals of land use decisions, the hearing examiner may also be used to conduct hearings and make recommendations or decisions on other local matters.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF McCLEARY
AND SOUND LAW CENTER, LLC**

THIS AGREEMENT is made this ____th day of January 2021, between the City of McCleary, (hereinafter the “City”) and Sound Law Center, LLC (hereinafter “Consultant” or “Hearing Examiner”).

WHEREAS, the Hearing Examiner provides certain professional services specified herein, and

WHEREAS, the City desires to contract with the Hearing Examiner for the provision of such services and Consultant agrees to contract with the City for same; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed between the parties as follows:

TERMS

- I. **Description of Work.** Consultant shall perform work as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by this reference. Consultant shall not perform any additional services without the express permission of the City.
- II. **Duration.** This Agreement shall be effective for a period commencing from the date of signature to four years following the date of signature, consistent with the McCleary Municipal Code (MMC), and except as provided for in paragraph VI below. This Agreement shall be extended automatically in four (4) year increments by mutual agreement of both parties until a new agreement is executed between the parties.
- III. **Payment.**
 - A. The City shall pay Consultant as set forth in Exhibit A for the services described in this Agreement.
 - B. Consultant shall submit payment invoice to the City after such services have been performed, and the City shall make payment within thirty (30)

days after the submittal of the approved invoice. Such invoice shall detail the work performed.

C. If the City objects to all or any portion of any invoice, it shall so notify Consultant of the same within ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

IV. **Relationship of Parties.** The parties intend that an independent contractor – client relationship will be created by this Agreement. The Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder; no agent, employee, representative or subcontractor of Consultant shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Consultant or its employees, agents, representatives or subcontractors. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant’s agents, employees, representatives and subcontractors during the performance of this Agreement.

V. **Discrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Consultant, its subcontractors or any person acting on behalf of Consultant shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap discriminate against any person who is qualified and available to perform the work to which the employment relates.

VI. **Termination.**

A. Termination Upon the City’s Option. The City shall have the option to terminate this Agreement upon delivery of 30 days written notice to the Consultant in accord with the ordinances of the City.

B. Termination Upon the Consultant’s Option. The Consultant shall have the option to terminate this Agreement upon delivery of 30 days written notice to the City.

C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by

Consultant to the effective date of termination, as described in the final invoice to the City. The Director of Public Works shall make the final determination about what services have been satisfactorily performed which decision shall be final, binding and conclusive.

VII. **Indemnification.** Consultant hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, losses or suits including attorneys' fees, awards or liabilities to any person, including claims by Consultant's own employees to which Consultant might otherwise be immune under Title 51 RCW, arising out of or in connection with the Consultant's negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

In the event of liability for any reason described above which is caused by or results from the concurrent negligence of the Consultant (and his employees, agents and representatives) and the City (and its officers, officials, employees, agents or representatives), each party's liability shall only be to the extent of its negligence. Such indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification. It is further specifically and expressly understood that the indemnification provided herein constitutes Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties.

VIII. **Insurance.** Consultant agrees to carry as a minimum, the following insurance, in such form and with such carriers who have a current A.M. Best rating of not less than A:VII or other industry rating which is satisfactory to the City:

(1) Commercial general liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance

policy with respect to the work performed for the City. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

(2) Automobile liability insurance covering all non-owned and hired vehicles shall be maintained. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. The Consultant affirms that each of its independent contractors serving the City will maintain appropriate individual automobile insurance coverage throughout the course of the contract term between the parties. Further, the Consultant agrees to indemnify the City of any liability that may be associated with the work its independent contractors perform under the contract in relation to individual automobile liability insurance. Both parties acknowledge that the work the Consultant performs under this contract does not involve driving or the operation of a vehicle on behalf of, or for, the City.

(3) Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

- IX. **Assignment.** Any assignment of this Agreement by Consultant without the written consent of the City shall be void.
- X. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.
- XI. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices should be sent to:

Sound Law Center, LLC
Andrew Reeves, Managing Attorney
4500 9th Ave. NE, Suite 300
Seattle, WA 98105

City of McCleary
Todd Baun, Public Works Director
100 South 3rd Street
McCleary, WA 98557

- XII. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

Dated this ____th day of January 2021:

SOUND LAW CENTER, LLC

CITY OF MCCLEARY

By _____
Andrew Reeves, Managing Attorney

By _____
Brenda Orffer, Mayor

EXHIBIT A
SCOPE OF WORK

A. The City agrees to pay the Hearing Examiner an agreed fixed rate for certain services. The services to which the flat rate shall apply are as follows:

1. Single Family Residential Variances and CUPs = \$1,200
2. Commercial/Multi-Family/Industrial Variances and CUPs = \$2,500
3. Multi-Permit Applications, Long Plats, Shoreline Permits, Wireless Communication Facilities, and Critical Area/Reasonable Use Permits = \$3,100

B. The City agrees to pay the Hearing Examiner at a rate of \$175/hour for all other services, which may include: other land use application hearings not covered under the flat rates detailed above; administrative appeal hearings, including SEPA appeals; preparing Rules of Procedure; staff trainings; and presenting reports to the City Council, when requested.

Hourly rates include **all costs**, we do not invoice separately for mileage, phone calls, copies and other direct costs incurred by SLC when providing services.

C. The hearing officers available to the City will be Andrew Reeves, Ted Hunter, and Lee Raaen. Detailed information on each hearing officer is available at www.soundlawcenter.com. The City recognizes that hearings may be performed using remote meeting technology.



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: January 7, 2021- For January 13th Council Meeting

Subject: Website Contract

RECOMMENDATION

Allow the Mayor to sign the contract with Municode for Website design and hosting services

BACKGROUND

After working through the options with Municode, we have selected the project and options (page 17) that we feel will provide the best value for the City. The cost for the 1st year is \$13,100. We budgeted \$15,000 for this project in 2021. The annual costs after the 1st year will be \$5,000 per year. We can eliminate annual cost options if needed. The project and some options are detailed in the provided proposal.



Website Redesign, Hosting, and Support

RFP Response
City of McCleary
WEBSITE DESIGN & DEVELOPMENT



Dennis Cimatu

PO Box 2235 Tallahassee, FL 32316
850.692.7034 dennis@municode.com

LETTER OF INTEREST

09/30/2020

Dear Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver an accessible, mobile-friendly web presence that is professional, easy-to-use, and easy-to-maintain.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over sixty-five years continually striving to make your job easier.

Our Municode Web content management system allows your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services. We create your website using Drupal, an industry-leading content management system.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Web with our suite of online municipal solutions including code of ordinance integration (Municode NEXT) and meeting management integration (Municode Meetings). These integrations include unified search (including PDFs) and cross-links across each platform.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,


Brian Gilday
President, Website Division

CONTENTS

Letter of Interest.....	2
Contents	3
Company Profile	4
References and Design Examples	Error! Bookmark not defined.
Website Content Management System (CMS) Features	10
Meeting and Agenda Management (Optional)	11
Project Timeline and Approach	12
Hosting, Maintenance, and Customer Support	15
Project Costs	17
Payment Schedule	17
Services Agreement	18

COMPANY PROFILE

History, Mission, and Team

With over 65 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working in several states across the country.

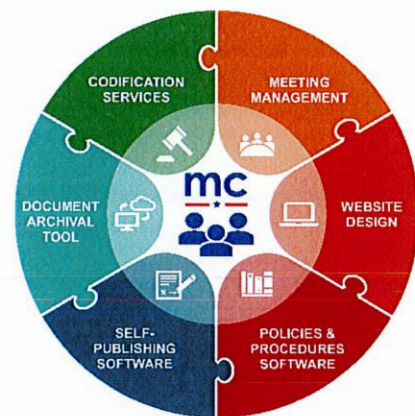


Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



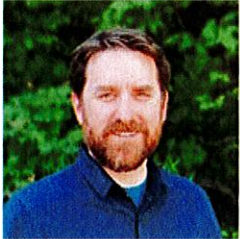
Project Team

We have a highly skilled team with a customer service focus.



Jarrod - Project Sponsorship / Project Management / Customer Service

Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.



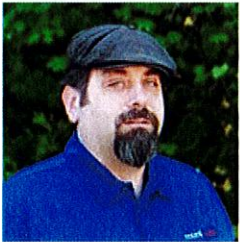
Dave - Project Management / User Experience

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



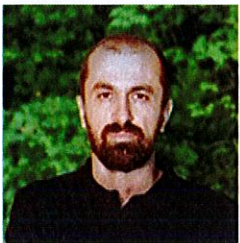
Mary Joy – Project Management / User Experience

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



Paul – Development / Systems Architecture / QA

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.



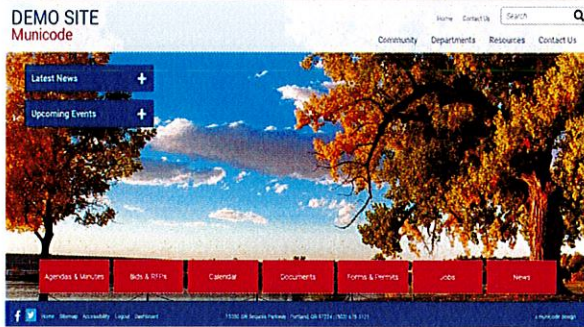
Drago - Graphic Design

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.



- ★ Same features and systems as custom design.
- ★ Customize your images.
- ★ Your logo.
- ★ Customize the header bar color.
- ★ Customize your menus.
- ★ Customize your quick links.
- ★ Customize your button colors.
- ★ Customize the footer bar color.

Tonasket Washington

<http://www.tonasketcity.org>

Population: 1,032

Alice Attwood

Clerk

509-486-2132

tonasket@vnet.com



Cusick Washington

<http://www.townofcusick.com>

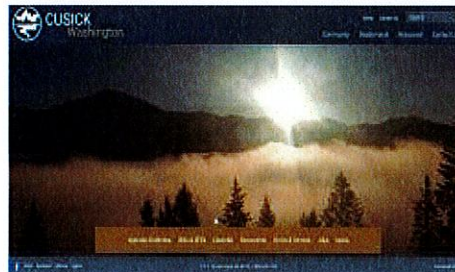
Population: 207

Kristen Kellberg

Town Assistant

(509) 671-9008, (509) 671-5894

townofcusick@gmail.com



Chiloquin Oregon

<https://www.cityofchiloquin.org>

Population: 734

Teresa Foreman

Clerk & City Recorder

(541) 783-2717

chicityhall@gmail.com



Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Mercer Island Washington

<http://www.mercerisland.gov>

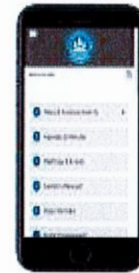
Population: 22,699

Deborah Estrada

City Clerk

206-275-7793

deb.estrada@mercergov.org



Chehalis Washington

<http://ci.chehalis.wa.us>

Population: 7,259

Caryn Foley

City Clerk

360-345-1042 ext 3

cfoley@ci.chehalis.wa.us



Oak Harbor Washington

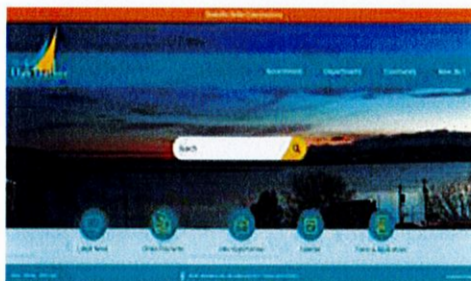
<http://www.oakharbor.org>

Population: 22,075 Patricia Soule

Finance Director & Info Services

360-279-4538

psoule@oakharbor.org



Corvallis Oregon

<https://www.corvallisoregon.gov>

Population: 54,462

Patrick Rollens

PIO

541-766-6368

Patrick.rollens@corvallisoregon.gov

[NAGW AWARD WINNER]



Port Townsend Washington

<https://cityofpt.us>

Population: 9,113

Kelly Graves

Executive Assistant /

Communications

360-379-5047

kgraves@cityofpt.us



Yacolt Washington

<http://www.townofyacolt.com>

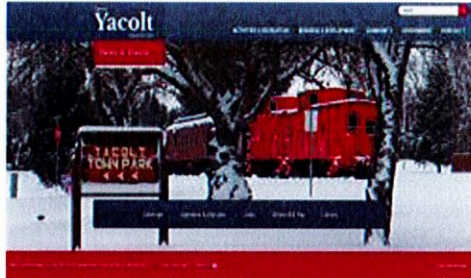
Population: 1,566

Dawn Salisbury

Town Clerk

360-686-3922

dawn.salisbury@townofyacolt.com



West Sound Utility Water District Washington

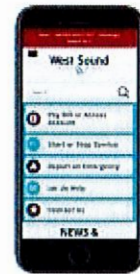
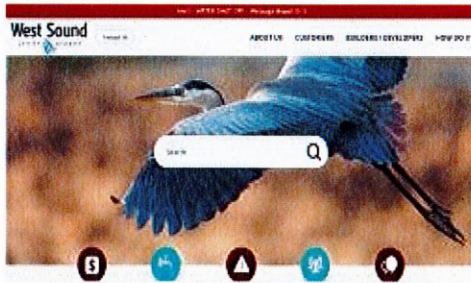
<https://www.wsud.us>

Heidi Hill

Secretary

360-874-5005

hhill@wsud.us



Quincy Police Department

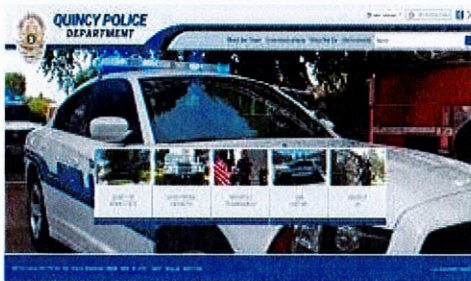
<http://www.quincypd.org>

Eric Talbot

Admin Assistant to Chief of Police

509-797-1001

ETalbot@quincypd.org



Lakewood Water District Washington

<http://www.lakewoodwater.org>

Christian Fast

IT Manager

253-588-4423

cfast@lakewoodwater.org



Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

Economic Development

www.choosewoodstock.com
<https://www.fluvannacounty.org/ced>



Parks & Recreation

www.cprdnewberg.org
www.cityofvancouver.us/parksrec



Festivals

www.wintermusicfestival.org



Libraries

www.woodstockpubliclibrary.org



Police and Fire

www.mvfpd.org
www.quincypd.org
www.co.benton.or.us/sheriff



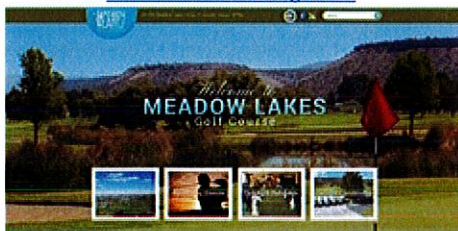
Event Centers / Cultural Centers

www.eventcenter.org
www.woodstockoperahouse.com
www.sherwoodcenterforhearts.org



Golf Courses

www.meadowlakesgc.com



Tourism

www.gofruita.com



WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ★ WEBSITE DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

Standard Features

- Responsive Mobile Friendly Design
- Simple Page Editor
- Best-in-Class Search Engine
- Social Media Integration
- Web Page Categories - create a page once, have it show up in multiple places
- Department Micro-sites (sites-within-a-site)
- Rotating Banners and Headline Articles
- Online Job Postings
- Online Bid/RFP Postings
- Photo Album Slideshows
- Google Maps Integration
- Resource/Document Center
- Image auto-scaling and resizing
- Site Metrics (Google Analytics)
- Scheduled Publish On/Off Dates
- Unlimited User logins
- Unlimited Content
- Word-like WYSIWYG Editor
- Private Pages – staff view only
- Unlimited Online Fillable Forms
- Emergency Alerts
- Meeting Agendas/Minutes/Videos
- Event Calendar
- Page Versioning / Audit Trail
- Latest News / Press Releases
- Anti-spam controls
- Email Harvesting Protection
- Broken Link Finder
- Dynamic Sitemap
- Support for Windows, Mac, Linux
- Video integration (YouTube, Vimeo, etc.)
- Client owns rights to all data
- Organization/Staff Directory
- Frequently Asked Questions (FAQs)
- Ordinances and Resolutions
- Share This Button (Facebook/Twitter)
- Secure Pages / SSL
- Printer Friendly Pages
- RSS Feeds Inbound/Outbound

Optional Features/Services

- Email Subscriptions / Notifications
- Projects Directory
- Parks and Trails Directory
- Property Directory (Commercial/Industrial)
- Business Directory
- Facility Reservations
- Specialty Sub-site Graphic Designs
- Board Management

MEETING AND AGENDA MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post meeting agendas and minutes. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables

- ★ BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- ★ MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- ★ TRAINING
- ★ WORKFLOW - setup custom agenda item approval workflows
- ★ USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ★ ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- Unlimited Meetings and Agenda Templates
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Create Meeting Minutes
- Approve Items with Approval Workflow
- Auto Publishing Agenda, Agenda Packet, Minutes to the web
- Self-service YouTube video time stamping
- Integration with Swagit Video (coming soon)
- Voting/Roll Call
- Integration with Municode Web calendar

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

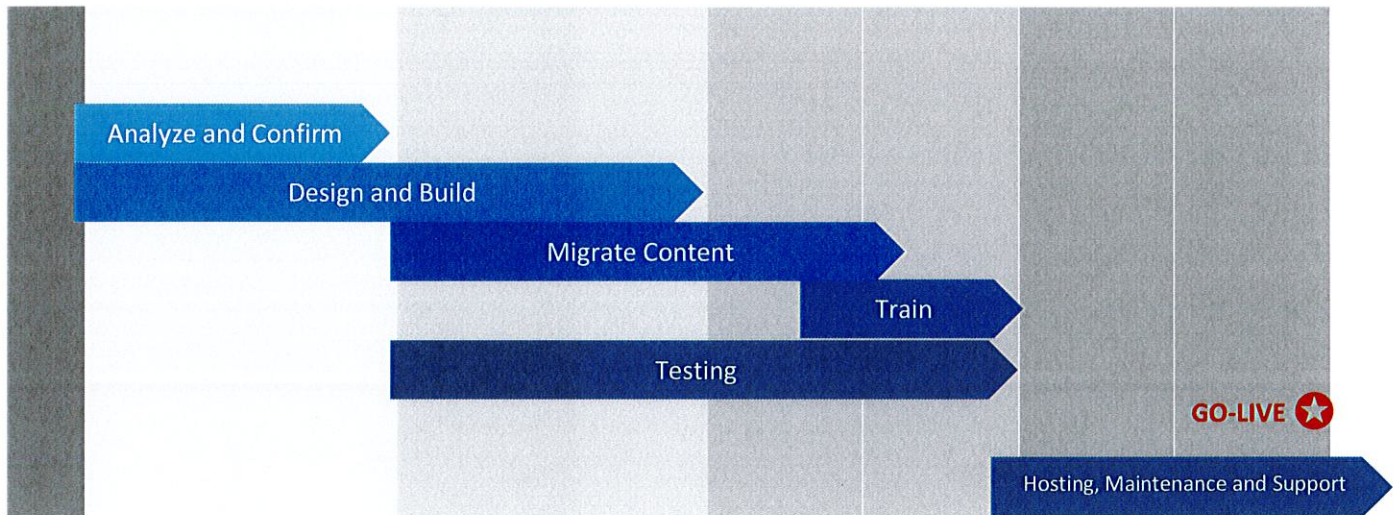
We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 7 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements

Deliverables

Website Assessment:

Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

Organizational Overview Inventory/Survey:

Municode will provide an organizational overview document for you to complete as part of this assessment.

- ⦿ Organization Survey

Website Design Meeting:

Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

- ⦿ Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build phase

Deliverables

Design Concept Creation and Approval (Custom Designs):

Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

- ⦿ Design concepts
- ⦿ Finalized design (Sketch, Figma, or Photoshop)

Website Setup, Configure, and Customization:

Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

- ⦿ Functional beta website with approved design
- ⦿ Content migration

Phase 3: Migrate Content

Deliverables

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Deliverables

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Deliverables

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. These tests will confirm proper functionality of all features documented in this proposal.

- ⦿ Completing Testing Checklists

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

- ⦿ Site acceptance by client

Go Live 🌟

Deliverables

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

- ⦿ Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

□ Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

✂ Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

🔒 Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

🔒 Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

🔒 User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a [two-factor authentication option](#) using Google Authenticate if that should be something you are interested in pursuing.

□ Data Backup

We back up your data in multiple geographic locations. Backups occur daily, weekly, monthly, and up to 7 years of annual data backups.

🏆 Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

□ 24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

🔒 Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

♥ Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

★ Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Design, Development, and Implementation Phase

\$4,600

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration; up to 100 pages and 5 years meeting minutes
- Training: web teleconference, video, user guides

Annual Hosting, Maintenance, and Customer Support

\$1,800 / year

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

Total Year 1 Costs

\$6,400

Select Additional Website Options

<input checked="" type="checkbox"/> Custom website design	\$3,500 one-time
<input checked="" type="checkbox"/> Email Subscriptions / Notifications	\$600 per year
<input checked="" type="checkbox"/> Projects Directory	\$200 per year
<input type="checkbox"/> Parks and Trails Directory	\$200 per year
<input type="checkbox"/> Property Listings (Commercial/Industrial)	\$200 per year
<input type="checkbox"/> Facility Reservations	\$1500 setup + \$900 per year
<input type="checkbox"/> Business Directory	\$750 setup + \$600 per year
<input type="checkbox"/> Microsite color/logo customization	\$500 one-time (per microsite)
<input type="checkbox"/> Specialty sub-site graphic designs	\$3500 + \$600 per year (per design)
<input type="checkbox"/> Site graphic redesign every 4th year	\$600 per year (per design)
<input type="checkbox"/> Additional on-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
<input type="checkbox"/> Custom Feature Development	\$150 per hour or fixed bid quote
<input checked="" type="checkbox"/> Meeting and Agenda Management (Municode Meetings)	\$2,400 per year
<input type="checkbox"/> Board Management	\$1,000 per year

total \$13,100 1st year

PAYMENT SCHEDULE

Year 1

Sign contract	50% of one-time costs
Implement design and features	50% of one-time costs
Conduct training (site moved to production / annual support begins)	annual hosting and support

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.
- 2, 3, or 4-year interest-free payment plan available upon request

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between McCleary, Washington ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or

otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Washington without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:

Municipal Code Corporation

By: *Brian Gilday*

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: January 7, 2021- For January 13th Council Meeting

Subject: Cross Connection Control Ordinance

RECOMMENDATION

Adopt the Ordinance for Cross Connection Control

BACKGROUND

With our updated Water System Plan, it's a good idea to update our Cross Connection Control Ordinance. The last update of the Cross Connection Control was Ordinance 742, passed in 2007 and Ordinance 519 passed in 1987.

ORDINANCE NO. _____

AN ORDINANCE RELATING TO PUBLIC UTILITIES, AUTHORIZING THE ADOPTION OF THE CITY'S CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION MANUAL, ADDING A NEW SECTION TO 13.04.200 BACKFLOW PREVENTION DEVICES

RECITALS:

1. The City operates and maintains a water system for the residents and businesses within its water service area.
2. The Washington Department of Health requires water utilities to implement and maintain a Cross Connection Control Program per WAC 246-290-490.
3. The Washington Department of Health sets the standards for the Cross Connection Control Program and requires the water utility to enforce said requirements.
4. The Washington Department of Health requires the utility to obtain a Cross Connection Control Specialist(s) to oversee said Cross Connection Control Program

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

SECTION 1: There shall be added to Chapter 13.04.200 of the Municipal Code a new section to read as follows:

The City of McCleary adopts the City's Cross Connection Control and Backflow Prevention Manual, which is included as an appendix in the City's Water System Comprehensive Plan.

The Plan establishes minimum cross connection control operating policies provides guidelines and requirements for installation, testing and maintenance of approved backflow devices and establishes permitting, and inspection requirements for existing and new protection devices.

Additionally, the Plan establishes minimum standards for the City to protect the public potable water supply from possible contamination of pollution due to backflow or back siphon from a customer's private internal system into the public potable water system.

To: Mayor and City Council
 From: Josh Cooper
 Date: January 6, 2021
 Re: Building and Planning Department Activity.

***No new permit activity for the month of December.**

Permit Activity Totals

201 East Hemlock ST	Building Permit (New Deck)	Total Fee - \$208.50
223 West Oak ST	Mechanical Permit	Total Fee - \$76.65
519 West Ash ST	Mechanical Permit	Total Fee - \$76.65
New Homes Permitted for 2020 16	All Permits Issued for 2020 131	Total Fees Charged for 2020 \$154,600.40
New Homes Permitted for 2019 28	All Permits Issued for 2019 269	Total Fees Charged for 2019 \$378,456.40
New Homes Permitted for 2018 17	All Permits Issued for 2018 57	Total Fees Charged for 2018 \$212,089.41
New Homes Permitted for 2017 11	All Permits Issued for 2017 104	Total Fees Charged for 2017 \$124,686.92

Total Valuation for 2020: 3,981,493.15

Nuisances for December:

- **622 South Main St – 8.16.020**
- **327 South 5th St – 8.16.020**

City of McCleary
STAFF REPORT



To:	Mayor Orffer and City Councilmembers
From:	Wendy Collins, Clerk-Treasurer
Date:	January 13, 2021
Department:	Finance & Administration

Happy New Year everyone!

The Finance Department continues working at full staff and everyone is healthy, with one employee continuing to work from home on Tuesdays and Thursdays.

After enjoying a wonderful holiday season, the Finance Department is working on final steps in setting up the new year and finalizing the end of the year tasks.

We had 21 Requests for Public Records in 2020.

The Finance Office continues to follow COVID-19 protocols for PPE and office cleaning.

City Hall offices remain open from 8:00 am to 12:00 noon each day. For business outside of those hours, we are happy to assist by appointment.

City of McCleary
STAFF REPORT



To:	Mayor Orffer and Council
From:	Paul Nott
Date:	1/6/2021
Department:	Light and Power

Hello All,

I am happy to report at this time all L&P staff is still healthy and reporting to work as assigned. At the present time we have all L&P staff reporting to work. We are doing our best to practice social distancing as a crew.

Although 2020 has been a real pain in rear for everyone. The Light and Power crew has muddled through, continued to work and managed to repair 22 outages, 25 new services and another 20 maintenance work orders.

The Third Street project is still awaiting Comcast to remove their conductors so we can complete the demo of our conductors and poles.

When we have the time and weather we are continuing move forward on the cut over project and other routine maintenance projects.

So far we have only had a few isolated outages related to winter weather and have been pretty lucky. Please remember if you lose power to be sure and contact either the City or the afterhours number. 360-533-8765

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

Have a happy and safe 2021...

Paul

OFFICER GETTLE AND K9 VAD

	MCCLEARY	ELMA	ABERDEEN
JANUARY			1
FEBRUARY		1	
MARCH			
APRIL	1	3	
MAY			
JUNE	1	3	
JULY		1	
AUGUST	1		
SEPTEMBER			
OCTOBER	1		
NOVEMBER		1	1
DECEMBER		1	
TOTAL	4	10	2

During the course of 2020 Officer Gettle and K9 Vader were deployed more than 40 times to locations executed from these drug sniffs. Along with warrants granted and executed, multiple subjects were property, cash and of course illegal narcotics. Just from these searches more than 550 grams of meth subjects being arrested and other locations discovered throughout Grays Harbor County that were confidential information that we are able to disclose that don't include multiple

ER 2020 DEPLOYMENTS

GHSO	WSP	DTF	
	1		
	1		
		2	
2			
1	1	3	
1	2	1	
	1		
	1		
		1	
3	4		
7	11	7	41

ate illegal narcotics. During these searches multiple search warrants were
 re arrested, assets were seized to include illegal firearms, vehicles, stolen
 amphetamine was located, 125 grams of black tar heroin, which led to other
 nducting illegal activities to include drug distribution. This is the most current
 iple current and pending investigations.



McCleary Police Department

2020 TOTAL POLICE INCIDENTS

911 Hang-Up Call	13
911-Open Line	21
AUDIBLE ALARM	7
AGENCY ASSIST	129
ABANDONED VEHICLE	2
ABUSE OF CHILDREN OR ADULTS	2
NON-INJURY ACCIDENT BLOCKING	5
VEHICLE ACCIDENT WITH INJURIES	7
NON-INJURY VEH ACC NON-BLOCKIN	13
DETAILS UNKNOWN VEH ACC	13
ANIMAL PROBLEM	55
ASSAULT	22
ASSAULT IN PROGRESS	3
CITIZEN ASSIST	83
ATTEMPT TO LOCATE	3
ANIMAL BITE	1
BURGLARY REPORT	2
BURGLARY IN PROGRESS	4
Civil Matter	22
CODE ENFORCEMENT VIOL	13
Community Oriented Policing	1
Orders Issued	5
CUSTODY DISPUTE/PROB	6
REPORT OF A DEAD BODY	3
DISABLED VEHICLE	20
DISORDERLY CONDUCT	26
UNLAWFUL DISPLAY OF WEAPON	5
DUI ALCOHOL OR DRUGS	17
DOMESTIC VIOLENCE ACT	10
DOMESTIC VIOLENCE ACT IN PROGR	12
EXTORTION	2
EXTRA PATROL REQUEST	3
FIGHT NOT DVA	2
FIRE ARM COMPLAINT	6
FIREWORK COMPLAINT	9
Found Property	1
FOUND ADULT	1
FOUND CHILD	1
FOUND PROPERTY	11
REPORT OF FRAUD/BLACKMAIL	17
FIRE OR AID RESPONDING TO INC	240
STRUCTURE INVOLVED/THREATENED	1
Hit & Run Personal Injury	1
HARASSMENT REPORT	22

HAZARDOUS MATERIAL	3
HIT AND RUN ACCIDENT NON-INJUR	5
ILLEGAL BURN	7
INTOXICATED IN PUBLIC	1
JUVENILE PROBLEM	24
LOST PROPERTY	4
MALICIOUS MISCHIEF	10
MALICIOUS MISCHIEF IN PROGRES	2
MISSING PERSON	3
MOTORIST ASSIST	21
NOISE PROBLEM OR COMPLAINT	27
Obstructing	1
OVERDOSE ACCIDENT OR INTENTION	2
OPEN DOOR OR WINDOW	6
COURT ORDER VIOLATION	6
ROLLOVER ACCIDENT	4
PANIC ALARM	3
PARKING PROBLEM COMPLAINT	8
POLICE INFORMATION MESSAGE	145
REPORT OF PROWLER	3
RECKLESS ACT OR DRIVING	27
Recovered Stolen Property	1
Recovered Stolen Vehicle	1
Runaway Juvenile	2
REPORT OF RUNAWAY	5
CIVIL PAPER SERVICE	11
SEX OFFENSE NO OTHER CAD TYPE	4
REPORT OF SHOOTING	1
SHOP LIFT	2
SUBJECT STOP	35
SUICIDE ATTEMPT OR SUBJ	7
SUSPICIOUS CIRCUMSTANCES	25
SUSPICIOUS PERSON	31
SUSPICIOUS VEHICLE	45
TRAFFIC STOP	2080
Theft	12
THEFT IN PROGRESS	1
THREATS RECEIVED	6
TRAFFIC OFFENSE	16
TRAFFIC HAZARD	21
TRESPASS	19
UNKNOWN PROBLEM	10
RECOVERED STOLEN VEH	3
VERBAL ARGUMENT	14
VOIDED INCIDENT	2
VEHICLE PROWL	3
VEHICLE THEFT	2
VEH THEFT IN PROGRESS	2
VIO UNIFORM CNTRL SUB ACT	12
WEAPONS VIOLATION	3

CHECK WELFARE	-	60
WIRE DOWN		7
Warrant Service or Confirm		39

Report Includes:

All dates between `00:00:00 01/01/20` and `23:59:59 12/31/20`, All agencies matching `MCPD`, All natures, All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

City of McCleary
STAFF REPORT



To:	Mayor Orffer and Council Members
From:	Steve Randich
Date:	Jan. 04, 2021
Department:	Public Works

Mayor and Council,

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

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

We have also created a schedule to clean and organize the department. Each day prior to going home we spend 45 minutes disinfecting the city vehicles and any equipment that has been used, along with wiping down all computers and cleaning our office. Currently we are busy trying to get caught up with the potholes around town and filling in gravel shoulders in the parking strips along our streets. We are also working on a sign inventory to get new signs up where needed. It is my hope that by taking these precautions we will be able to keep our crew safe and healthy. If you have any questions, comments or concerns please let me know.

Thank you,
Steve

City of McCleary
STAFF REPORT



To:	Mayor Orffer and City Councilmembers
From:	Kevin Trehwella
Date:	1/04/2021
Department:	Water & Wastewater

Good news!

With all this rain our wells are full!

The Wastewater Treatment plant is under a bit of a strain because of all the rain. This rainfall is good for our wells, rivers, lakes and streams, but, because of I & I (inflow & infiltration) affecting the sewer collection system, the rain puts a strain on the process of the WWTP.

An example as to what this rain does; in the summer plant effluent flow will be about 76 gallons per minute or about 110,000 gallons a day. The last 24 hours was 557 gallons per minute which comes to about 802,000 gallons a day.

We are presently working on reducing the odor emanating from the Trailer for hauling out the Bio-solids.