



McCleary Regular City Council Meeting

Wednesday, April 14, 2021 – 6:30 PM

WebEx Virtual Meeting

Agenda

WebEx Meeting Link:

<https://cityofmcclary.my.webex.com/cityofmcclary.my/j.php?MTID=m0ea6ba46481bfca5005249f733536a13>

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

Meeting number (access code): **142 821 6563**

Meeting password: **2EApdPPDp63 (23273773** from phones and video systems)

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

Public Comment

Consent Agenda

- [1.](#) Minutes 03.24.2021
2. Accounts Payable March 16-31
3. Payroll & Treasurers Report March 2021

Updates

- [4.](#) Staff Reports - Water/Wastewater, Public Works, Finance, Building
5. Legal Update

New Business

- [6.](#) WA. ST. Treasury LOCAL Program documents
7. Civil Service Commission Appointments
- [8.](#) ORCAA Permitting Expansion
- [9.](#) Police Software Module – 2020 Carryover

Old Business

- [10.](#) Latecomers Agreement- Gray and Osborne Contract
- [11.](#) ILINX Project Plan

Ordinances and Resolutions

Updates

12. Councilmembers
- [13.](#) Mayor - COVID-19 Update

Public Comment

Executive Session

Adjourn

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McCleary Regular City Council Meeting

Wednesday, March 24, 2021 – 6:30 PM

WebEx Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

PRESENT

Mayor Brenda Orffer

Councilmember Jenna Amsbury

Councilmember Brycen Huff

Councilmember Jaron Heller

Councilmember Chris Miller

Councilmember Joy Iversen

Councilmember Amsbury asked for the next meeting if we can start the Webex meeting a little sooner so everyone can do their testing ahead of time, because sometimes it's hard to log into the meeting when we only have a minute before the meeting starts.

Agenda Modifications/Acceptance

Mayor Orffer stated after acceptance of the agenda there will be an Executive Session that does not include staff. She would like to proceed, with council's permission. No objection by the council.

Motion made by Councilmember Iversen, Seconded by Councilmember Huff to accept the agenda with change to move up the executive session on the agenda after roll call.

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

Executive Session

At 6:41 PM, Mayor Orffer called for an executive session to last fifteen minutes to discuss potential litigation per RCW 42.30.110(1)(i). The Executive Session ended at 6:56 PM. No action was taken.

Public Comment

Mayor Orffer asked the public to limit their time to three minutes. She added that public comment is time for the public to address the council and we will do our best to respond, but we may have to get back to you with answers later.

Gina Scott, McCleary.

I've lived here for almost 7 years. I'm really concerned about what's been going on and McCleary and I'd like to say a few things. This is for the City of McCleary, including the police department. You know our drinking water comes from ground water that seeps and our Wild Cat Creek Aquifer is protected by laws, protected by agreements, protected by agencies. It is supposed to be protected by the City of McCleary. The person responsible at some point, decided it was okay to poison the ground and potentially our sole source water supply by burying toxic materials in the soil above the Wild Cat Creek Aquifer. The person responsible denied it, lied about it, and tried to cover it up. It seems certain officials of the City of McCleary, including the police department, may be involved. This is so wrong. You just don't get to potentially poison the only source of water for the City of McCleary and potentially affecting the lives of your community members. Every single member of this community should absolutely be concerned about this, especially those on private wells near the additional

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toxic dump sites. Secondly, the City of McCleary officials, including the police department, have taken an oath and have been sworn in. Can you tell me where those are located and if copies are available?

Regarding the Lindsey Baum reward, since 2009, how much money has the City of McCleary, including the police department, given towards the reward fund? I'd like to know how much money in 12-years was given to the reward fund. Thank you, Melissa Baum, for speaking up for your daughter, and all of those involved in advocacy. Lindsey had rights. She had a right to live and she had a right to live in this community. She had a right to walk freely on the streets of McCleary. She had a right to be protected within her community. She had a right to feel safe walking the streets of her community.

Certain officials, certain individuals employed by the City of McCleary, including the police department, have shown such disregard for that child's life, disregard for Lindsey Baum's life, disregard for her memorial, and disregard for the banners, and then squabble over a \$4,000 dollar donation to the reward and Lindsey's image and the effect on city's reputation. I'm appalled you all have shown such disregard for your community member's only water source. Certain individuals employed by the City of McCleary, including the police department, have shown patterns of such disregard for their community members. They pay your taxes. Disregard for the laws that protect the aquifer. Disregard for the agreements and rules and have failed in their oaths and duties, including ethics violations, perhaps to cover their own asses from accountability or responsibility. The Wildcat Creek Aquifer by law. Lindsey Baum was a member of your community and protected by law, as well. Your sworn officer on duty was not at his duty station when Lindsey was abducted. To me, that's just another direct failure of a sworn oath and duty. Who are you protecting? Here's a little gold nugget about Lindsey. Gold bars, her life was worth more than a stack of gold bars. Hang the banners. Justice for Lindsey Baum.

Mayor Orffer responded we can let you know where the oaths are located, or we can provide those to you. We appreciate your comments. I would have to do some research here in the city to let you know how much reward money has been given or donated or done. to my knowledge, there is a \$5,000 dollar anonymous donation that is in the city's responsibility. To my knowledge, the city itself has not donated any money, but I would want to defer to someone in accounting that could verify that for you.

Angela Rittinger, Main Street in McCleary

I'm going to try to be very respectful of the 3 minute time limit time, but I'm going to ask for a little bit of latitude from the council based on the importance of this issue, which we've been addressing, as we all know since the end of last year. We continue to deal with it, but one thing that we've really failed to address in all of this and have failed to get support, is for the whistle blowers. I'm going to take some time tonight to just speak for them, because I just don't feel like they've gotten the support that they need. We have 4 whistle blowers who spoke out and are in my public information request and I now have that information. Unfortunately, Cory Marsh decided that he didn't want to stand steadfast with the rest of them and just didn't quite have the maturity or the solid moral fabric and he succumbed to the peer pressure unfortunately and that's going to be something he's going to have to deal with. I just want to take the time right now to say, thank you to the whistle blowers. You know that you may not be getting support down there, but please know that you're getting a lot of support out here in the community and we do support you.

We know you're doing this, because we know that you believe in doing the right thing and we do appreciate that. I'm going to take a second just to read through some of the whistle blower statements. This has never gone public, except on our CAREMcCleary page. I think it's very important for people to hear what the whistle blowers are saying. They're being painted as liars. They're being painted as disgruntled employees, because they didn't get a promotion. I don't believe that is true and one of the whistle blowers was very good friends with Todd. It's just unfortunate that they're kind of being thrown under the bus when they make statements such as this.

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I am not going to name their names but Cory Marsh decided not to be a whistleblower so he lost that protection, in my eyes. So, the 1st whistle blower states that I was involved in what was going on in the 3rd Street project. I was present when the materials were dumped. We shouldn't have crushed asphalt up and buried it 5 or 6 feet and fill has been put there to cover up the asphalt. The primary contractor, who did the work who is out of Chehalis, they needed to dump site. The designated the dump site out on the Mox Chehalis Road wouldn't handle all the material. I asked the public works director and before I knew it many dump truck loads daily were taken to the well site where city employees were instructed to move the dirt and make space for the asphalt.

A couple of public works employees told me they asked why they want to dump here and the public works director said, because I said so. There was a site that was approved outside the well protection area, but the public works director did more than this. I don't know why asphalt was dumped outside the approved area. I don't know why the asphalt was buried as opposed to leaving it on top of the dirt. I don't recall a consultant telling us we could dump it within the well protection area. I don't know exactly how much asphalt was dumped, but it was tons. I remember that there were 2 discussions between the contractor and the public works director and I was present for both about whether the approved site was large enough to take all the asphalt and later it was ground up and dumped outside the approved site. I recall Jeff Barcott, who was a contractor, having a concern about how much materials were being dumped and if the approved site wasn't large enough and the public works director, Todd Baun, said, basically, don't worry about it. We'll take care of it.

He goes on to say, I was present at least a couple times when the dumping took place. The 1st time I was called out by our wastewater treatment manager who was at the wells. He was concerned with how many dump trucks were coming through there, because a lot of mud was getting tracked onto the roadway. There were between 25 to 30 dump truck loads a day. The 2nd time, they were actively dumping material.

Mayor Orffer reminded her she is at three and a half minutes in her statement and asked her if she could summarize.

Ms. Rittinger continued, I'll finish up as quickly as I can. I'm asking for a little attitude from the council. I know you don't want to hear this Mayor, this is tough to hear, but it is the truth. Dump trucks would come in and move the asphalt around. The public works director directed this and then he went back and forth between the dump site and the job site. The asphalt would be dumped, spread around, and covered by dirt. Grass seed was put down to make it look more natural. This is within 100 feet of the city wells. I don't know if the water well has been tested since the asphalt was dumped. At the Mox Chehalis site ORCCA asked me to take them out there. Cory Marsh opened the gate for me, so I could show the site to ORCCA. He then told me that he disposed of an asbestos pipe before ORCCA got there so ORCCA didn't see it. I later asked him to show me where he dumped it and he showed me where he had tossed it. I don't know if the pipe is still where he dumped it.

I'm aware of other projects where proper procedures were not taken. The asbestos pipe in part came down from the water tower. The water tower was riddled with asbestos and employees were told to remove the pipes without proper PPE.

I was told there was a special study done but they didn't tell anybody the pipes were disposed of the Mox site. Some of it ended up the Lemay's dump improperly. I hope the site is dug up so the city can see it's there. We've proven it was there with the dig the other week. He goes on to say, he just has to do the right thing and he hope things work out for the better.

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Quickly to the next whistleblower, our Forman at the time, Steve Reedy, cleared a lot of ground near the wells. He made a huge area that looked like a dumps site. The city rented a dozer that Steve used. Nothing was hauled out; it was just pushed to the edge.

I was at the cleared out area a couple of times, Steve had a machine to pull the trees out, too. The asphalt at the dump site appears that it was broken up. I've been to the dump site many times and chunks of asphalt are throughout the cleared area. It extends within 100 feet of well 3. Cory also ran the dozer one day which I learned when he sent a text showing a broken window in the dozer. So that's proof Cory was out there on the site.

I'm pretty sure there was asbestos pipe in the 3rd Street project, but I don't recall seeing them near well 3. When ORCCA came to the Mox Chehalis site, Cory Marsh said he opened the gate for public works and apparently hid a piece of asbestos pipe where ORCCA couldn't see it. I don't know why Cory did this or why he told me.

Angela Rittinger said she will finish up with the 3rd Whistleblower comments. I was involved in putting a temporary water line where materials were dumped. I moved it around - asphalt cement, dirt, clay, catch basins, plastic pipes, concrete, and storm pipes.

Steve Reedy cleared the whole area. He spread the out the asphalt grindings. Then he retired. There were also chunks of asphalt that were not ground. The ground asphalt was placed closer to the wells than the asphalt chunks. The debris got less than 100 feet from well 3. Todd never expressed any concern about the debris getting close to the well. One employee asked, how come we can dump this by the well when we couldn't do it before? His response was because we can.

I was there when the employee asked the question and we all assumed everything was legal because Todd said it was okay. Todd talks to the county and state so we thought it was all okay. I was told by Steve to stay out of the boundaries, but we went over this because we ran out of room. Steve said Todd and I talked about this and this is where you can dump. I think whoever went to the site to investigate saw the big chunks but they didn't know there was asphalt buried there. Todd is saying to the council there is no asphalt buried out there, but there is asphalt buried. He had us put grass and trees out there. Todd knows there's asphalt buried there; I was standing on the grindings talking to him as the asphalt was being covered up.

Four of us, of course, this was stated before Cory Marsh pulled his statement, four of us in public works told HR that Todd said there was nothing buried there when we knew there was.

Thank you. I really appreciate the extra time the council gave me and I'll return the floor to the council.

A member of the public stated, thank you for those whistle blowers whom I support.

Chris Vessey, McCleary

Mr. Vessey asked the Mayor about who calls the executive session because it used to be the Mayor Pro Tem, not the Mayor. They would say how long it was going to be and what the session was for and if there was any action to take place after the executive session. I'm a little upset over the way that went.

I served on the council and I realized the Lindsey Baum thing, it happened when I was on council and the city did a whole bunch to help find her. The FBI took over and they more or less excluded the city, our police chief and everybody there and they kept everything themselves. I'm not sticking up for anybody, but I think if our Chief

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even knows something about it, he would say something, which I doubt very much, that he knows anything, because the FBI doesn't. I would like to see the 4,000 dollars tabled in lieu of putting it towards the 36,000 because I don't figure that's going to help bring anybody forward. I'd like to see if there's stuff done over there where she was found and he would like to hear about the autopsy and if there was ever any proof from the autopsy. I feel very sorry for Lindsey's mom. Thank you for your time. I was very concerned about the exact question.

Mayor Orffer thanked Mr. Vessey for his comments and asked Chris Coker, to explain the process that we followed on the executive session. Chris Coker responded, so we noted the reason for it, RCW 42.30.110(1)(i), which is the potential litigation. I wasn't in the meeting, so I don't know what you did, or didn't say Brenda, but obviously, because we put the executive session at the beginning of the meeting there was no action taken after the executive session. I don't I don't see a procedural issue with it. Again, his question was, who could call an executive session. The mayor can and actually I'm the one that requested the executive session. In this case we did announce the executive session and I just wanted to clarify that.

All right, any other public comment this evening?

Monique Buechel, McCleary

I would like to talk about the asphalt. I want to say thank you to the whistle blowers. I appreciate them immensely for coming forward and letting us all be aware of this issue because it means so much to me. Todd has gone on record saying that there was no asphalt ever buried out there but we were all out there, including the council members, when they did the dig and we saw chunks the size of a large coffee table to peanuts out there buried 5 feet down in the ground. So that's more than just trucks spreading it around and it doesn't roll off the giant mountains out there and bury itself five feet in the ground. So, it's been proved to me that there's obvious asphalt buried out there. If he's saying that there's no asphalt buried out there, why was the area even cleared? There was only supposed to be 8,500 square feet of area cleared for this project and when we were out there, it was much bigger. So, is there anyone that can tell me why the area was even cleared? Thank you I hope I get answers sometime soon.

Anyone else to be heard this evening for public comment?

Tanya Ruttan, McCleary

I have lived in McCleary for the past couple of years, and one of the reasons that I chose McCleary to purchase a home in is to get away from the big city and the crime, and the noise and here I move to a smaller town thinking it's beautiful, it's quiet, and it's faith only to find out that there is some other type of crime being committed because somebody decided to become God, judge, and jury and take my life and risk it along with everybody else's life that drinks the water here in McCleary, by dumping asphalt so close to the aquifer. In case, you didn't realize it, that asphalt is a poly civic hydrocarbon and contains lead and tar and even if I was to boil the water all that's going to do when the water evaporates is going to make the concentration even higher. So, I want to know if there's been any testing of the soil, any water samples taken out there, and I want to know what those results are.

Mayor Orffer said thank you for your comments and we can share that. Yes, we had soil sample testing done and yes, we had water sample testing done. We have preliminary results on the water test. We're still waiting on the final results. Those are available and you can request them from city hall if you would like to have those.

Ms. Ruttan said thank you, I will do that then.

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Angela Rittinger said I just want to address your question there about the soil results. Mayor Orffer said this is time for public comment and you can talk with her offline and then asked if there anyone else that needs to be heard tonight for public comment? Ms Rittinger continued, so Tonya, the results did come back with diesel at the Summit site and gasoline over at the Mox site and I'll get you a copy of those tomorrow. Someone commented, they failed to answer my questions regarding the water testing and the database and the monitoring program as well.

Mitchel Gamino

Asked regarding the dump site and everything that's going on, who's investigating? What are the entities involved? Is OSHA involved.? Who's looking into this other than the city council, and yourself?

Mayor Orffer responded at this time, the well site is being handled by Grays Harbor County Health and that's the only investigation that is going on right now. The city is working with Grays Harbor County Health through that investigation.

A public member asked, are there any environmental protection agencies involved? Please this is ridiculous.

Bob Dahl, Ash Street

You indicated that tests were taken and it's rumored that there was issues found, will you be revealing on the forum what it is indeed that came back on the reports of what was found? Or, is it something that you offered the documents and is it something we're going to have to research and figure out on our own? Are you going to be an open player on it?

Mayor Orffer No, we're very open. We sent 12 samples in for testing. 11 samples came back non-detected. 1 sample came back with 47 parts per billion of 1 chemical. The chemical can originate organically in nature. It can also originate from oil. The 47 parts per billion from what we are told by the experts is far below any level of concern and that was the one thing that came up in that testing. We're happy to share the results with you. What we haven't done is testing per the county's request. These tests were done by the city in an effort to work with the public and to be transparent. I'm not an expert on soil sample testing. I'm not an expert on water testing so we are trying to get expert feedback. There will be additional testing once we finalize our sample analysis plan that we're working on with the county and those will also be available.

Bob Dahl continued, thank you for that. And secondly, my question is for the people that came forward the employees of the city, is there a layer of protection from you for them? Since they've essentially been revealed, we all know who they are. Do they have a layer of protection since they were, I'm going to say, inadvertently exposed.

Mayor Orffer said as whistle blowers, they are protected from any sort of retaliation. I would just like to share that it was not me or any other city employee that made that investigation report public. We did not share that information and put it out there to reveal anybody by title or by any other way. They are protected against any sort of retaliation and there hasn't been any issue that I'm aware of for any of them, at this point. Nothing has come to my attention of any attempts at any sort of retaliation.

Suzanne Winstead on West Simpson

I've been following along with the asphalt issue for several months and I reviewed the associated costs with this and it seems clear that we're having a planning issue with our documentation and execution. It seems like we spend about \$7,000, which is about half of what we've spent, or have planned to spend, in the immediate future on not very useful stuff, which also exposed the whistle blowers. That doesn't seem like it's a very well

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researched activity that nobody took the time to sort of go and find out what the county needed before Max Ross finally stepped forward and explained everything. I just wanted to say that what are we doing to be more proactive and less reactive because it seems clear to me that if we had a better documentation and more transparency, that this wouldn't have been quite as big of an issue because a lot of this is coming down to we have discrepancies between what we're saying that we're going to do what we're actually doing. And, a lack of work orders to make it clear as to what actions have actually taken place when and where and why, so what acts are we taking to address these issues to prevent them in the future so that we're not being reactive? How are we getting ahead of this and preventing it from happening again? Have we taken a concrete action and instruction?

Mayor Orffer said we will get some answers for you on that. I cannot answer all your questions right now.

Suzanne had one follow up question. I'm still waiting on lots of follow up comments from before. Do you have an idea when we can start to expect to get some answers?

Mayor Orffer said we are trying to sort through the questions that we received and some questions have been answered and we are trying to get a handle on what's been covered, what hasn't been covered, to try to get a document that we can share with you.

Max Ross lives on Ash Street

I was listening to what everyone had to say, and had a couple of things to add. I'd like to say that last city council meeting, I brought up a handful of issues that I had come across in regard to the public works department either failing to follow planning documentation or obtaining permits and things of that. After I made those concerns public, mayor, you emailed back and forth with me and we scheduled a meeting. We met and we talked about these concerns for about 1 1/2 to 2 hours, or so. I just want to thank you for taking the time to sit with me and address everything I brought up but I thought about this and there's a bunch of other people on the call that heard the concerns and then just only me, and you had the conversation to follow up so real briefly I kind of just wanted to recap some of the concerns I brought up. And then, what the public works Department, and I guess the city in general, explanations were for some of this just so just so everyone else who's been following this issue could be aware, so I'll keep it fairly brief.

The first thing I brought up was with the clearing of the site in general so, as people have mentioned, only 8,000 square feet of area was supposed to be used for staging of the construction waste materials. A planning document dated in June 2018 had stated that, and that no additional land would be cleared. July of 2018 air photos show, the whole site was forested, and then air photos from 2020, and just being out there on site, presently show that about a half-acre, a little over 30,000 square feet, has been cleared. I asked what the deal was with the reason for the planning documentation not being followed and you told me that the 8,000 square feet was not enough for the staging of the construction materials and that the contractor in the public works director made a decision on site, a handshake agreement of sort, to clear the additional area.

Mayor Orffer responded, Mr. Ross, what I said to you, was that the contractor, our engineer, the site inspector from our engineer, and our public works had met out there to develop a plan to create the space they needed for the trucks to get around each other. Max replied, yeah, that's essentially what I said. I may have left a couple people, but they met onsite and decided that more area needed to be cleared and then they cleared it. So, that was the explanation. I'm not trying to get caught up in semantics by any means. Mayor Orffer stated, I know, I want to be clear that it wasn't just the public works director and the contractor. We had our site inspector from the engineers that designed the site there, as well.

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Max Ross replied yes, I apologize, that's what I meant by the contractor from the consulting firm that you guys had under contract for the project. I was a little bit upset that the planning document weren't altered to reflect what happened on the ground, but, it is what it is. The second thing I mentioned was that that site was cleared without obtaining a force practice permit, which is true. No, permit was obtained, but you told me that because of the site being zoned as residential property, and because of the trees on the site were less than 4 inches diameter and 20 feet tall, that the site was exempt from forest practices permits. I thank you for explaining that to me. A small follow up concern is that city employees that were present for the clearing state that the trees are bigger than that but once the trees are gone, they're gone. There's no way of knowing. You can't really tell, like, 3 heightened size from air photos, and the city didn't do any sort of site inventory before clearing the site, like a tree worksheet, or something like that to show what to document and prove what was on the site before it was cleared to kind of prevent questions like this from being asked. It's a small detail, but it speaks to the reasons for concern the public has regarding the Summit site and what's going on out there. The third thing I brought up was the mountain of surface asphalt that was out there. You explained to me that the surface asphalt that was stored in the staging area and that, the city was in the process of receiving bid to get it removed when they received a letter from the county in early 2020 stating the site was under investigation of sorts, and it was on the advice of the city attorney to not alter the site in any way, shape or form until that investigation was complete. That was the explanation for the surface asphalt being there. I question a little bit as to why that stuff was still there after a year, but again, it is what it is, and that's the explanation.

Mayor Orffer said, as I explained, I just want to add to what I shared with you was the concrete and the asphalt was never intended to be stored there for a long period of time. Because of Covid-19, there were city projects that got put off and all operations in our city stopped last March for several weeks. We came back into operations and we could pick up and go once we got through the initial stay home and stay healthy orders.

Yes, it was around September-ish that we had begun making plans to move forward to crush those items and use them for fill projects in different areas of the city, when we received notification from the county that there was a complaint and there would be an investigation. So yes, we did not alter the site at that point. My point was, it was never intended to be there for a long period of time and it may have already been gone by this point, had we not gotten into an investigation. Once we are through, and the investigation is finished, and we resolve the issues, that stuff will be crushed up and gone. It's not intended to stay there.

Max Ross commented, yes, that is correct. Thanks for clarifying. I have a question/suggestion; after the county notified that there's a complaint and investigation, was there an attempt by the city to say, there's asphalt here and we don't want it here? Can we remove it even though you guys have an investigation? If the county were to give approval to get that stuff removed, it would be an easy solution for that aspect of the problem, if it was okay with the county, which I'm not sure if that's the case or not.

The other thing we discussed was the issue with the whistle blowers and the work environment at the public works department. As many other people said, I'm thankful that the whistle blowers followed what they perceived as their moral compass and spoke out when they felt that wrong doing, had been done. But, as a result of that, and their identities being released to the public, whether accidental or not, it's made their life very hard. When we discuss this, you gave me assurance that no one that works for the city that was involved with the bulk of our complaint would be treated differently, or persecuted and they shouldn't have the fear for their jobs or anything like that. I believed you when you said that, I really do. I just want to go on the public record that is what was said so if any of the whistle blowers are listening or go back and read these minutes that they know what the public statement of the city is.

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The other thing I kind of want to add in regard to that, is that a small city government is not the military, and that if an employee is told to do something that they feel as unsafe, unethical, or illegal, they shouldn't have to do that without an explanation beyond, I said so. If they're concerned that a project isn't permanent properly, or that some sort of ordinance is being violated and they question it, they should be provided with documentation clearly showing what they're doing is okay. The time in between an incident happening and a complaint being made about that incident, has no bearing on the validity of that complaint. A lot of times in the moment, people are afraid to speak up. A lot of times in the moment they don't know what is happening is wrong, and they might not realize it until a year later. But regardless of the situation, if it's a day, 6 months, a year or whatever, someone comes forward with an issue, the amount of time in between the incident and the complaint, shouldn't have any bearing on the on how seriously it's taken.

And then the last thing I wanted to mention doesn't have anything to do with the conversation we had, but two quick things; for one, I want to know what's going on with the sampling and analysis plan at the Summit site. I want to know if the county has accepted the plan and if not, why alterations have to be made. I want to know what a timeline is for the actual sampling. Regardless of the sampling results, I want to know if the city has any plans for remediation on the site, because on paper, it wasn't supposed to be cleared in the first place, and it was cleared. Then 5 feet of fill material that was actually material from what was underneath the old 3rd Street hill coming into town was brought in so all the sub soil is now placed on the surface. So, even if grass seed was put down, or trees were planted, stuff doesn't grow in the soil 5 to 6 feet down so there's not any nutrients or organic matter or things like that which plants need to grow and survive. I was wondering if the city has any plans to bring in some top soil to put on top of that to get vegetation established, regardless of what the plan is because it is a city owned lot within the critical aquifer recharge areas in close proximity to the wellhead protection area. I feel like it shouldn't be for construction waste, some say, so I want to know about that.

Mayor Orffer informed Mr. Ross that he has been speaking for 11 minutes. So, can you please summarize quickly?

Max stated, sure, the last thing is, I was recently shown a video of a city lot on Mox Chehalis road that was super disturbed with tire tracks. There's massive piles of woodchips and in the video, it's raining and there's like an oily slick substance leeching out of the woodchips into puddles on the site, which is adjacent to wetlands and protected by the critical areas ordinance for the county. I've heard discussion and rumors that the county is investigating that site as well. I want to know if that is the case and if the city is going to have to provide a sampling analysis plan for that site as well. I know I've gone over my time, so I'll stop there, but it seems like every week more and more environmental related issues are brought to my attention. Five issues were brought to my attention and three of them are kind of explained away, but the more that I am made aware of this more uncomfortable I feel. It is disappointing and it's resulting in a loss of faith in in what's going on and how things are being managed and I really just don't want that to be the case. Thank you for allowing me the time and I'll yield.

Monique Buechel, McCleary

I just wanted to ask how come when covid hit the asphalt's been out there for 2 years? Why is it that covid stopped it when nothing happened for those 2 years? That's my question.

Mayor Orffer stated it hadn't been 2 years at that point.

Mayor Orffer said thank you for the comments and questions that were brought forward and, as I said, we're trying to work through a document that addresses those concerns and questions from the public something.

Jacob Simmons, Pine Street, McCleary

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I was looking for just a few answers here, so I appreciate that nobody from the city is an environmental expert for water sampling experts. That's fantastic. I have questions on who did the sampling then for the city. And then again, I want to follow up on the plan, because I am actually an expert. It was my professional field for 10 years. I'm really looking forward to what the plan is. There's been conversation with going forward with the sampling plan. Is it a phase 2 assessment or is it just random sampling. The sampling that was completed, was it a professional that did it or was it from the city? Was there sampling protocols taking correctly by the guidelines for Washington state, or was it just random sampling to check to see what's going on? It makes a big difference obviously in my world. I know this is ran long, so I will stop there for now.

Mayor Orffer responded what we can explain about the initial soil samples that were done, they were collected by city employees and then taken to a third party professional lab. I believe it's called Libby Environmental Services in Olympia that did the actual testing for us. We are completing a plan with the county where the soil samples will be collected per a professional lab and per the county's approval. So there will be additional testing and additional results.

Consent Agenda

- Minutes - March 10, 2021
- Accounts payable vouchers/vouchers/checks approved were 48965 - 49028, including EFT's, in the amount of \$259,526.13.
- Payroll vouchers/checks approved were 48924 - 48934 including EFT's, in the amount of \$223,076.62.
- Treasurers Report for February 2021.

Motion made by Councilmember Heller, Seconded by Councilmember Iversen.

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

Mayor Orffer said Jeff Nelson from Grays Harbor County Health who's with us this evening to address the council. He's going to provide some information, and we'll be able to answer questions for the council members and you can open it up to any other questions if your time avails and if you're available for that this evening.

Jeff Nelson

Thank you council for having me. Obviously this is a concerning issue so, I'll do my best to answer questions and address those concerns, although my main focus is going to be more broad and a general update since we're still working through some of these issues. I'll just briefly introduce myself.

My name is Jeff Nelson. I'm the Director of Environmental Health for Grays Harbor County. Our office administers a number of programs that are regulatory or educational aimed at preserving environmental conditions, such that activities don't increase, or pose a threat to human health. Our response was two concerns raised by citizens, a complaint that came into our office, suggesting that there was activities at the wellhead protection area of the city's drinking water wells. That is immediately concerning to our office, because from a drinking water standpoint, there are designated areas around the well intended to protect and preserve the conditions such that there's no additional threats posed to the water supply. A 100 foot radius around the well is what we call a sanitary control area and it has the most restrictions, and it has direct regulatory oversight by the Washington State Department of Health. If there were severe concerns about activities in a sanitary control area, they would basically become involved. Beyond that, there is a wellhead protection area and it is an assessment that's done basically to look at both the susceptibility of the well and vulnerability to contamination. In the case that assessment delineated the kind of the course of recharge area how water flows to the well.

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That's important for two reasons; primarily because the site that was identified for the staging of the demo material, and the area that was cleared beyond that are basically on the far side of that wellhead protection area. So, yes, it's within one year time of travel within the wellhead protection area, but it's a position such that it's unlikely that the water groundwater moving in that area is directed towards that source of the well, which is the source number for that closest well.

These issues obviously are both kind of simple and complicated. For us, I was hoping that I could try to put it in to context for the folks that are that are listening from our perspective and from my perspective. It has to do with two of the programs that we have. From a solid waste handling perspective, demo material, like concrete and asphalt are really low level risk. There are requirements for handling and management obviously because there are some concerns with their capability to leach in the groundwater. Concrete, for example, primarily could have the capability to leach. We did review and this whole time we're in consultation a state entity of both the Department of Ecology and the State Department of Health who have folks that have much higher level of specific technical experts in our office. When we first received the complaint and made that initial risk assessment, it was through that lands zone. The material is demo material and there were some reports that there might be some mixed debris in with that material, but our initial inspection didn't suggest that that was significant. It was the wet season and we didn't want to recommend immediately that the city take any action to disturb the area. Those wells are recharged and there is a movement of groundwater in that area but it's highly dependent on local seepage during the winter season.

Given the nature of the material, and the fact that we didn't see that there was justification to immediately cause any additional disturbance from the site, we felt that the best course of action is to take the time to develop a plan that was going to provide the information we needed to determine what the next page of our involvement was going to be. There was three primary issues raised in the complaint; one was the piles of material that were at Summit site. The other one was the allegation that there was debris buried at that site, and then there was a third component that addressed the disposable materials at least the East Mox Chehalis site. For the purposes of this discussion, I'm just going to focus on the buried material because that's the unknown.

We have almost finished our assessment of what we asked the city to provide in term of a demonstration at the site comprised with those requirements that would demonstrate there is no significant threat to health and that there hasn't been any violation of result with handling standards per se. At the same time, we have asked the State Department of Health to provide input on what sample analysis should be conducted on the water system for addressing immediate concerns with the quality of water.

First of all, I'll just say that it's important to note that the water system is in full compliance with all the state drinking water standards. The State Department of Health will provide any comments that they had concerns, in fact, most recently of raw water testing from a SO3 (well 3). They were surprised that it had low levels of both iron and manganese, which are traditionally high. Not only did they not find anything that was a red flag, they noted that the water quality was actually improved from the past. That's neither here nor there, but it's just the give a sense of their interpretation of those events.

We initially had hoped that we could make a determination with the city based off of visual observation at the site, but it became clear that the level of concern and the allegations warranted, because appropriately so it involved response. That's what's taking a little bit of time as we consult with the ecology folks on how to develop what we need to do in terms of the soil sampling. We have developed a protocol for the city to follow that have standard sampling techniques based off of the Department of Ecology requirements.

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The plan also includes a host of additional tasks for the drinking water system of raw water sampling from that source. I think that it's also important to know that source is not the main source and is not the primary well that's used to charge the city's water supply, although it is used, so it is vital and it is important. It is another factor to consider.

Once we finalize with the plan that we're going to send to the city, which we've shared a draft and there's only minor technical revisions that need to be made, we will then review those results in total and in consultation with those state partners to determine what we feel is the best course of action. Is there any indication that the area that was cleared, and the material that was brought is such that it needs to be completely removed, or is there a pocket of material that needs to be removed and that's all based off of the plan that grids off the that 30,000 square foot patch and then points areas to collect samples.

If in the meantime, we saw anything that was concerning, if, for example, one of the test results came back and there was anything that would be a red flag for us or other health officials, we would work in consultation with the State Department of Health as primary authority over the drinking water supply, but issue of health advisory to let folks know. I am thankful for the opportunity to comment in the hopes of explaining some of the concerns, because sometimes we fall into the pattern of, hey, if we're not telling you a bad thing, just assume it's okay. We are monitoring the situation. I think that that kind of gives a general sense of how we're working with the city and who has at every corner cooperated with our requests and have gone beyond that, and being proactive and doing their own investigation and sampling outside of what we got. With that, I will offer to answer any questions that the council may have.

Councilmember Iverson asked one of the things I understood you, because you were cutting in and out, is this our only source of water to the city? Is that what you were saying? Mr. Nelson said that's a good point to clarify. I just meant is that the well isn't the primary well that you're drawing water from the aquifer. There's another well to the north that's the primary source that's pumping water. It's further away from the debris field.

Councilmember Heller said, you stated that you're close to finishing that report. Do you have any firm timeline on when that would be wrapped up?

Jeff Nelson said we've gotten all the comments back from the state partner. Everyone has been impacted by covid so we're working as quickly as we can. There's a number of issues that we're prioritizing and it's definitely on the top of the list so it will be as soon as possible. I wish I could promise you by the end of the week, that's my plan. It won't be long, but hopefully by the end of the week.

Councilmember Huff wanted to thank Jeff for coming tonight and speaking with us.

Mr. Nelson added, I'll just say to finish up, as soon as we have something to report back to the city, we will do that and acknowledging the level of concern that's out there so that we will not delay in getting reporting results back or findings back.

Angela Rittinger

I'm glad to hear some of the things that you're saying, however, I'm a little bit confused because the county letter that we received a few weeks back states a little bit more grave concern over this and in my conversations with Rob King, he had mentioned to me that you guys are breaking it into 3 separate things. The first one's going to be the buried stuff, the second is going to be the above ground storage and the third issue will be the Mox Chehalis site and that they did that because they didn't want to have to wait for approval, like you said, from talking to the other agencies, and having to wait for that. They didn't want to have to do that while we're waiting on the Mox above ground, they wanted to start addressing the buried asphalt. So, is there a reason? Has there been some new development since that letter was issued stating grave concerns and shutting down the

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Mox site and all the stuff, especially in light from the soil samples coming back, with some positive results. The results that I have that I got from a PIR from the city that wasn't just one sample. It looks like there's a few samples that have been tested. There's a little bit of confusion right now.

Jeff Nelson

It's an important point to clarify it and sometimes I can understate and then sometimes overstate in correspondence on the nature of the issue but, those formal letters that go out are intended to blandly capture the concerns as reported by the complaint while we complete our investigation. In that letter with the Mox Chehalis site, it was our advice to the city to cease use of that site for staging of material until we can have time to discuss permitting requirements for that. I can see where you are interpreting the letter to sound like the threat is higher than maybe I am portraying it here. That is in some level intentional. I have the ability to be a little more candid discussing it directly to the folks versus when I'm trying to characterize the situation and capture it formally in a correspondence concerning a regulatory issue. It's a balance between assessing and managing the risk and at the same time, knowing that beyond that we have to account for those technical requirements and the regulations that can complicate things. I don't know if that helps, but we are concerned anytime there's activity near a drinking water source, especially material buried where it has the chance to leach over time undetected. That is our primary concern and we do treat that very seriously and immediately we notified our partners and appropriate agencies on soliciting feedback on how to proceed.

Updates

Staff reports were provided by the Public Works, Light & Power, Building, Water/Wastewater, Finance, and Police Departments

Facilities Electrical Update Bids

Todd said the city went out for bid and received three bids back. Hometown Electric was the lowest bidder. Staff requests the Council authorize the Mayor to sign the public works contract with Hometown Electric in the amount of \$209,705.46.

Motion made by Councilmember Iversen, Seconded by Councilmember Amsbury.

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

Late Comers Agreement

Tabled. Todd reported we haven't gotten our final numbers from our engineers yet to verify that their numbers are correct so I'd like to table it and put it on either next agenda the 2nd meeting in April, whichever the Council prefers. Councilmember Amsbury asked, just a question real quick about the Late Comers Agreement, is that some type of a technical term? I just thought that it was a funny title. Todd responded that's it's a normal term. So, basically a developer asks for permission to extend the water line to serve their parcel. They got approval from our engineers to do that and then they did it and then they have to get reimbursed for it because once it goes by someone's property, people always want to hook up.

We will table that for a future meeting, once we have the final numbers.

Six Year Transportation Program (STIP) Committee

Todd stated we update our 6-year STIP plan yearly that comes in June, usually when we pass it for counsel. I'd like to see if a transportation committee would like to participate and put together an updated 6 year translation plan. Todd was hoping the Transportation Committee would work with him on it. Councilmember Huff and Councilmember Heller are the members on that committee and they will help out.

Grays Harbor County Interlocal Agreement

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Todd Baun said on January 20 we passed this and then we ran into where nobody worked on it. We were one of the agencies in Grays Harbor that actually turned it in in 2020. I talked to the county about it, and they said that they just updated it and if we can get it in, it allows them to come in and get reimbursement for doing things like coming in to sweep the roads and if they need us, we can go out there and do work with them and reimburse us for our work. Councilmember Amsbury said I'll do my normal spiel and disclose that you'll see my name right there on the agreement and it's just to attest to a commissioner signature. I have nothing to do with this agreement in my position at the county. It's purely as an attest. I'd just like to note that for the record.

Councilmember Miller asked how many times a year does this happen when we help county or the county helps us? I was just curious. Todd replied, they usually come in once or twice a year to help us, but it doesn't happen very often where we help them. It's still a good thing to have in place in case some type emergency happens.

Motion made by Councilmember Iversen, Seconded by Councilmember Heller

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

Lindsey Baum Reward Money

Mayor Orffer reported a couple councilmembers had additional questions, and we sought information back from the state auditors office on that issue. Council, I shared the email with you as an informational email that we received from them. Are there any other questions or comments or discussion with regard to the Lindsey Baum reward money? We have it on the agenda tonight requesting action from the council.

Councilmember Huff stated since the last meeting I've reached out to some people around town. And then I've done some research on my own. I also reviewed the email that Chief sent out in his discussion that he had with Ms. Baum about the reasoning behind wanting the 4,000 dollars to **increase** the reward fund to \$40,000. It was relayed that the money was pledged by both the Sheriff's Department and the FBI, and for the 36,000 that they currently have. And the hope is, is that the \$4,000 additional would raise awareness, with the ultimate goal on whoever the suspect is that they are arrested, and there's justice for Lindsey, which I believe is the goal of the entire town or anybody that's ever followed the case ultimately wants, and wants healing for Ms. Baum and her family.

Reference in the email and in the conversation at the sheriff's department, they have not pledged money. The money is pledged by the FBI and I believe the missing and exploited children. I'm trying to pull email back up. I don't have children myself and I can't imagine what it's like to lose a child and especially in a horrific way that Lindsey was taken. I think the \$4,000 dollars isn't outrageous ask of the city. I feel with honoring the Resolution that we passed for the Lindsey Baum and missing children's awareness month in July, the new signage, and the door wrap, that we should also go ahead and pledge the \$4,000 dollars. If upping that to \$40,000 leads to a tip and an arrest then that's great and that money did what it's supposed to do, and it brings some closure hopefully in a sense for the Baum family and that's my stance on it. I think we should move forward that way.

I did talk to Brenda because my understanding is that some of the concern is on the gifting of public funds. On the magnets, I just want to clarify with Brenda, is the auditor okay if we purchase the magnets and keep them at city hall for people to collect then we'd be able to move around the view of gifting public funds rather than as previously mentioned they would be used as a fundraiser? Mayor Orffer said the information that we received in the first email string from the state auditors office indicated that they felt we had done the work with regard to the magnets and so on. In an effort to ensure that the city does not have a finding in the future. We're not going to have the city pay for the magnets. We know we can do the banner and the door wrap.

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Mayor Orffer states I am happy to pay for the magnets so that we can then put them into the hands of the justice for Lindsey group and not have any room for that being donated or creating a finding later on as a gifting of public funds. Previously the council took action to approve the banner and the door wrap. I feel like the auditor gave us a green light on that, but we don't want to take any chances so we won't. With regard to the reward money, there's RCW that allows for that and you can see that my question to the state auditors office was whether the city pledge for it and do we literally have to take the money out of circulation in that this could be set aside for an amount of time that none of us can predict. It could also be set aside into perpetuity if the case isn't ever solved, which we hope is not the outcome, but that is a possibility. There was some information in there on whether the city can make the pledge and there's ways that we can account for it. We can deem that it comes out of a certain fund. We can work with the clerk treasurer on the best way to do it. What we need from the council is whether or not the city wants to pledge the money. If so, we can create a plan on how to do that and come back to council and say this is how we're going to allocate or account for and track this particular funding source, so that it satisfies audit review and satisfies that the money will be there and available if it when it's needed.

I don't want the magnets to just sit here in city hall for people to come pick up. I want to be able to put them in the hands of people that are out there and actively sharing this stuff and getting it out there so people can utilize it and if they want to ask for a small donation in exchange for the magnet, I want them to have the liberty to do that.

Councilmember Amsbury stated thank you for getting these questions answered. It makes me feel more comfortable with it and I'm in favor of going ahead, and doing the \$4,000 now that we've got all of our questions answered and we know it will pass through the audit, so thank you.

Motion made by Councilmember Huff, Seconded by Councilmember Amsbury.

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

Voting Nay: Councilmember Heller

ILINX Project Plan

Mayor Orffer stated we would like to table this discussion for the next meeting while we are still getting some answers to questions and to give council and the proper amount of time to review it and to have all the information that they would like to have in order to make a decision.

SWRTPO Interlocal Resolution

The City Council needs to pass a resolution on the SWRTPO.

Motion made by Councilmember Amsbury, Seconded by Councilmember Iversen.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Heller, Councilmember Miller, Councilmember Iversen to Adopt Resolution 735, A RESOLUTION ADOPTING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION. Resolution Adopted 5-0.

Updates

Councilmember Huff reported last Saturday, he and Susanna, Andrea Watts, Jaron Heller, and a couple of other community members, all met down at the park near city hall and worked their way around town collecting trash for the Adopt-A-Street program. We got quite a bit of trash picked up in just 2 hours.

Saturday is the Fill the Cruiser event. I know Brenda has been posting it on her weekly updates. I've been trying to get it out there on social media and to the businesses in town. All the proceeds and donations will go to the

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students at McCleary School District and their families that are in need. No donation is too small and we'll gladly take whatever you can give. We will be located across from the park at the vacant building.

Mayor Orffer said thank you so much for the update on that and Councilmember Huff, and I will be doing the Facebook live from that site.

Councilmember Iversen asked did we get told that there's going to be a McCleary city wide clean up in April? Mayor Orffer reported the dumpster will be available Saturday, April 24th, from 8 am to 1 PM.

Councilmember Amsbury added, just to keep council updated, Joy, and I met for our policy committee a week ago and hopefully we'll have a draft for review and discussion. We'll want to give you guys plenty of time to look at that because it's kind of a large document. I like it when you guys give updates when you meet with your committees and so I just thought that I'd put that out there that we did meet to discuss the city protocol manual and talked through that with staff, as well.

Mayor Comments

Mayor Orffer said I did want to share that we appreciate the fact that our state has moved into phase 3 with regard to covid-19. We are seeing signs of things getting better. There are still some concerns on the part of department of health, the governor's office, and the various local health jurisdictions across the state as they watch the variants and so on. So, we continue to be mindful of that and being careful. We are continuing to take steps to ensure safety and to follow the precautions that are in place. With regard to financial information, we did learn over the past week or so that the Rescue America plan that was passed by Congress did include some direct funding that will come to cities. It will be allocated to different disbursements, one of which will be up to 50% of the city's allocation that can be claimed as soon as the funding gates open. And then the city will be able to claim the other 50% after one year has passed from the first disbursement that they received. We'll be working with council once we have the exact numbers to discuss the plans and how to allocate that funding as we continue to respond to covid and within the constraints that we are allowed to utilize the money within the city. We understand that our allocation for the city of McCleary will be around \$380,000 dollars. That is not a final number, but we do anticipate that it's going to be somewhere in that area. We will again work with council as we move forward on how to allocate that those funds across the city and in our response to Covid.

Also, our police chief who has been working with FEMA and working with us on our internal documentation and our submissions to FEMA for reimbursement on our covid response, was alerted that we have been approved for the first reimbursement that we submitted in the amount of \$10,743.08 and FEMA will be reimbursing 100% of that to us. It was all approved. We'll be looking forward to getting that reimbursement for some of the expenses that we had in our response to covid-19 and some of that included additional chemicals that we needed for the water and wastewater treatment center. It includes PPE that we had to purchase, and among other things.

So we appreciate the work on from our city staff, because they've been doing the documentation. They've been tracking this information. Our police chief has been working with FEMA on the application process, and we're really pleased that we were able to get our first submission 100% approved and reimbursed so I want to thank all of them for their work around that.

And some of you mentioned things I was going to mention so thank you Councilmember Amsbury for mentioning that the policy committee had met and we had some staff, I was there at that meeting, and we

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worked through that document, and we are working on the updates to it and we'll get that to council once the committee has another chance to review it with the changes.

And also, thank you Councilmember Huff for the fill the cruiser reminder and the community clean up day that's coming and also this coming Saturday, at the VFW there will be a free drop off for any old electronics and computers and things like that.

There are exciting things happening as well where we continue to work around the city with different projects, and we're looking forward to some better weather.

Some of you might have noticed that the telephone poles at the top of 3rd street have begun to come down. They are going to finish that work and we're very grateful to see that those coming down. It's really opening up the area up there and it looks really nice. We appreciate the work that our Light and Power crew has done, who have been working on that, and they've been supported by our other crews that are helping, as well.

Thank you to the council members for the work that you do in between meetings and many thanks to the staff.

Public Comment

We are going to limit public comments to 1 minute at this point.

Gina Scott

I had a suggestion regarding that burial. What about using some type of science? Science doesn't lie and test results don't lie. How about ground penetrating radar or something that would determine the depth of the burial and the disturbance of the soil. That's all, thank you. Justice for Lindsey Baum.

Chris Vessey

Wants to thank everybody for getting the city wide clean up. I want to thank you, Mayor, personally for protecting the whistle blowers. They are just people protecting themselves. I have one question for Mr. Coker; I didn't realize that you could call or bring up about an executive session because it was always understood that the Mayor knew about it and passed it to the council before it was brought up the way it was tonight.

Chris Coker said he requested that the mayor put it on. I'm the one that requested it for litigation purposes. The mayor puts it on the agenda and we have an executive session. Mr. Vessey stated it is just different, because it's always been in the past where the council was the one that asked for the executive session. So I was just curious if there was any action that was taken and Mayor Orffer said there was no action taken at the meeting.

Okay all right. I, thank you all for your time and thank you for protecting the people that come forward in our crew. Thank you.

Suzanna Winstedt

I was just going to say that I appreciate the whistle blowers for stepping forward to expose areas of opportunity so that we can keep having McCleary be an excellent city to live in. The Adopt-A-Street actually got down all the way to the community center and the crosswalk and we went over to the Beehive on our clean up this last weekend. I look forward to seeing more people next month and we're going to go up towards the school and out towards the entrance of to the city. Also, I just wanted to say thank you to Mr. Vessey for providing background and how things have been done over time. It's a nice to have a different perspective, just as a new comer so I appreciate everybody's time tonight.

Angela Rittinger

Please turn off Cell Phones- Thank you

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I just want to know if Jeff Nelson is still listening in on our Council meeting and Mr. Nelson replied, yes. Ms. Rittinger continued, I just wanted to confirm with you first of all if you were able to listen to all those first public comments that came in and Mr. Nelson said, I did, yes. Ms. Rittinger replied, okay, great. I just wanted to thank you for taking the time tonight. I know we took quite a bit of your time this evening, so I just want to say, thank you very much for that. And also lending us that ear unfortunately, as you've probably witness some of the frustrations tonight, we've not exactly gotten a lot of transparency from our leadership and so I just am speaking for myself, but I think I do speak for other people in our community, that we really appreciate you taking the time to listen to our comments and we're just going to rely on you to guide us through this and we put our full trust and faith in that you guys are going to do the right thing. I just wanted to thank you for your time.

Bob Pringle

If these tests come up and prove there is something there I would like to know if Todd and the mayor would step down from their position that they're holding now.

Mayor Orffer said thank you for your question, Mr. Pringle. That's not a question I can answer at this time.

Mr. Pringle said, you know, I've dealt with Todd and you over the years. I've lived here over 20 years, and it seems like somebody is always passing a dollar or a buck or whatever you want to call it. But nothing ever seems to come out to the public, which is true and false. It's always something like we'll catch it at the next meeting, but I appreciate it if somebody could come out until the truth for change and get these things under control. So, I thank you for your time.

Monique Buechell

I just want to say you are right. I'm still waiting on things from weeks ago on questions that I've asked for January, and also I wanted to ask Todd when the city is going to clean up 3rd Street where the street has gravel all along the parking area side of the road. It is terrible and the other day, when I got out of my car, I actually slipped and fell and it's just really piled up. I'm curious when that's going to be taken care of.

I believe we had the county scheduled to come in later this week now that we have the agreement approved.

Adjourn

Adjourn the meeting at 8:39 PM. The next City Council meeting will be held at 6:30 PM on April 14, 2021.

Motion made by Councilmember Huff, Seconded by Councilmember Heller.

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

Please turn off Cell Phones- Thank you

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City of McCleary

STAFF REPORT

To:	Mayor Orffer and City Councilmembers
From:	Wendy Collins, Clerk-Treasurer
Date:	April 14, 2021
Department:	Finance & Administration

The Finance Department continues working at full staff and everyone is healthy, with one employee continuing to work from home one day a week.

We continue working on the annual financial report, Municode Website, Image Source software prep, and the cost allocation plan.

We are working on numerous public information requests and hope to get them completed as soon as possible.

The office has been much busier since opening up full days and our customers are coming in more frequently to take care of business. Things are running smoothly and we are looking forward to a great summer for the city.



City of McCleary

STAFF REPORT

To:	Mayor Orffer and City Council
From:	Kevin Trehwella
Date:	April 7, 2021
Department:	Water and Wastewater

Water and Wastewater treatment Plants are operating excellently. As time marches on we have to make occasional repairs. We are looking forward to implementation of our software upgrades.

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

Have a great week!
Stay healthy!

Kevin Trehwella

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

Permit Activity Totals for March 2021

217 East Hemlock	New SFR	Total Fee - \$10,757.39
1101 North Summit	New Shop	Total Fee - \$601.60
121 South 6th	Placement Permit	Total Fee – \$101.00
108 Summit Place DR	Mechanical Permit	Total Fee - \$76.65
316 South 3rd	Mechanical Permit	Total Fee - \$76.65
726 West Simpson Ave	Roofing Permit	Total Fee - Waived
New Homes Permitted for 2021 3	All Permits Issued for 2021 30	Total Fees Charged for 2021 \$33,657.89
New Homes Permitted for 2020 16	All Permits Issued for 2020 131	Total Fees Charged for 2020 \$154,600.40
New Homes Permitted for 2019 28	All Permits Issued for 2019 269	Total Fees Charged for 2019 \$378,456.40
New Homes Permitted for 2018 17	All Permits Issued for 2018 57	Total Fees Charged for 2018 \$212,089.41

Nuisances for March/April:

- 302 East Beck – 8.16.020 (13) Letter sent on 2-17-2021. Sent to PD on 3-1-2021.
- 5 Larson Rd – 8.16.020 Letter sent on 4-10-2021.
- 326 South 3rd – 8.16.020 Letter sent on 4-10-2021.
- 119 West Maple St – 8.16.020 Letter sent on 4-10-2021.

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



City of McCleary

STAFF REPORT

To:	Mayor Orffer and Council Members
From:	Steve Randich
Date:	April 7, 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. Along with addressing any storm water issue that may come up. We are trying to get some new catch basins installed around town but that is weather permitting. We are grading and cleaning up the alleys that are in need of gravel. 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 Councilmembers
From:	Chief Blumer
Date:	04/07/2021
Department:	Police Department

The police department continues accepting applications for our 1 position that is currently budgeted and unfilled. It has been very challenging due to many agencies in Grays Harbor and surrounding counties actively recruiting for their own departments. We have received a few applications and will be moving forward with setting up physical testing as well as interviews once we fill the vacancies currently in our civil service commission.

We had a "Fill the Cruiser" event with the McCleary School, which was a food fund raiser that exceeded even our expectations. This was total spearheaded by Councilman Huff and he lead this effort from the start to finish. It was amazing the amount of support the residents of McCleary, Grays Harbor County and even the volunteers from the Olympia Police Department. We filled more than a "cruiser". We were able to fill a crown vic. Police car, a Police SUV and a trailer full of food and that is even before we purchased over \$1000.00 more of food from the cash and gift card donations received. Once again a special thanks to everyone involved in this even and the amazing support we received in hosting this event. We plan on making this bigger and even better next year.





McCleary Police Department

Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
911-Open Line	3
AGENCY ASSIST	19
NON-INJURY VEH ACC NON-BLOCKIN	1
DETAILS UNKNOWN VEH ACC	2
ANIMAL PROBLEM	2
ASSAULT	1
ASSAULT IN PROGRESS	1
CITIZEN ASSIST	4
Civil Matter	1
REPORT OF A DEAD BODY	1
DISABLED VEHICLE	1
DISORDERLY CONDUCT	2
DUI ALCOHOL OR DRUGS	4
EXTRA PATROL REQUEST	1
FOUND PROPERTY	1
FIRE OR AID RESPONDING TO INC	24
HARASSMENT REPORT	3
HIT AND RUN ACCIDENT NON-INJUR	2
MALICIOUS MISCHIEF	4
MOTORIST ASSIST	1
NOISE PROBLEM OR COMPLAINT	2
COURT ORDER VIOLATION	1
POLICE INFORMATION MESSAGE	15
RECKLESS ACT OR DRIVING	5
SILENT ALARM	1
CIVIL PAPER SERVICE	2
SEX OFFENSE NO OTHER CAD TYPE	1
SUBJECT STOP	2
SUICIDE ATTEMPT OR SUBJ	1
SUSPICIOUS PERSON	1
SUSPICIOUS VEHICLE	4
TRAFFIC STOP	121
Theft	1
TRAFFIC HAZARD	1
UNKNOWN PROBLEM	1
VOIDED INCIDENT	4
CHECK WELFARE	1
WIRE DOWN	1
Warrant Service or Confirm	2

Total reported: 245

Report Includes:

All dates between `00:00:00 03/01/21` and `23:59:59 03/31/21`, All agencies matching `MCPD`, All natures, All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: April 7, 2021- For April 14th Council Meeting

Subject: WA. ST. Treasury LOCAL Program documents

RECOMMENDATION

Allow Mayor to sign Ordinance and Resolution with the Washington State Treasurer LOCAL program for the financing of vehicles and equipment.

BACKGROUND

Several times while working on producing 2021 budget, we discussed the purchase of vehicles and equipment. It was the Finance Committee and the Council's preference to finance the vehicles and equipment. Staff found the LOCAL program that is offered through the Office of the State Treasurer (OST). The LOCAL program is a cost-effective way for Washington municipalities to finance equipment and/or real estate projects, including property acquisition and construction of new facilities. LOCAL financing is structured as a financing contract (lease).

OST pools the various lease agreements across all LOCAL participants and packages them as a security called a Certificate of Participation (COP) - COP's are similar to municipal bonds in that they are structured with regular principal and interest payments and sold to investors. Investors that purchase the COP are guaranteed a fixed income stream from the lease payments throughout the life of the financing contract.

The LOCAL Program allows participants access to the national tax-exempt market through a competitive bid process, regardless of the size of their financing contract. By pooling with the State's Aa2 rated COP issuances, LOCAL participants are able to take advantage of the State's very low tax-exempt interest rates. As you will see in the table below for the most recent interest rates from the most recent sale.

LOCAL
Actual Interest Rates for Most Recent Sale
as of 2/2/2021

<i>Term</i>	<i>Equipment*</i>	<i>Real Estate*</i>
5 Years	0.33%	
6 Years	0.39%	
10 Years	0.68%	
15 Years		1.49%

*Interest rates shown above include all financing costs. Past interest rates do not predict future interest rates. Actual interest rates are determined by the competitive bids received on the date of sale.

The LOCAL Program is user friendly, as OST manages all technical aspects of the program, including:

- General administration
- Structuring
- COP Issuance
- IRS tax law compliance
- Continuing disclosure

To reduce costs and increase efficiency, the LOCAL Program uses standardized documents and a set repayment schedule - Lease payments are due on June 1 and December 1

Application Process

The application process takes approximately two months from the NOI/credit application deadline to the financing documents deadline. The process involves 3 steps.

1. Notice and Intent and Credit Form

The Notice of Intent (NOI) is a standardized, non-binding agreement that notifies OST of the City's intent to participate in the next financing. The credit form allows OST to analyze our fiscal

health and determine compliance with credit guidelines. The process is similar to applying for a bank loan. Attached you will see the Credit Approval Letter.

2. Form of Reimbursement Resolution

A Reimbursement Resolution allows the City to purchase the vehicles and equipment in advance of being reimbursed by financing. OST provided the template for the local agency's governing body to enact a reimbursement resolution. The resolution is attached. This provides the participant with flexibility to purchase the vehicles and equipment independent of the financing schedule. The reimbursement resolution must be passed by the participant's governing body either before purchasing the equipment or property or no later than 60 days after the purchase date. The reimbursement resolution due date depends on the timing of the vehicle and equipment purchases.

3. Financing Documents

This portion of the process is the most document intensive with the major financing documents including:

- Authorizing Resolution/Ordinance (prepared by OST, completed and passed by governing body) This is attached in this packet.
- Financing Contract (prepared by OST, completed and signed by Mayor) This is attached in this packet.
- Tax Certificate (prepared by OST, completed and signed by authorized local agency representative) This is for the Clerk/Treasurer to complete.

OST requires two original copies of each document prior to document due date. The due date for all items is April 29th, 2021. The sale date is June 2nd, 2021, with funds available on June 22nd, 2021. Our first payment is due on Dec. 1st, 2021.

LOCAL AGENCY FINANCING CONTRACT, SERIES 2021B
(Personal Property)

by and between the

STATE OF WASHINGTON

and

CITY OF MCCLEARY, WASHINGTON
a municipal corporation
("Local Agency")

Relating to

State of Washington
Certificates of Participation, Series 2021B
(State and Local Agency Real and Personal Property)

Dated as of June 22, 2021

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Exhibit A – Notice of Intent

Exhibit B – Personal Property Certificate

Exhibit C – Certificate Designating Authorized Agency Representatives

Exhibit D – Schedule of Agency Installment Payments

LOCAL AGENCY FINANCING CONTRACT (Personal Property)

This Local Agency Financing Contract (the “Local Agency Financing Contract”), is entered into by and between the state of Washington (the “State”), acting by and through the State Treasurer (the “State Treasurer”), and the Local Agency (as defined on the cover hereto), a municipal corporation of the State (the “Local Agency”).

RECITALS

The Parties are entering into this Local Agency Financing Contract based upon the following facts and expectations:

1. Chapter 39.94 RCW (the “Act”) authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education (defined in Appendix 1 as “State Agencies”), for the use and purchase of real and personal property by the State; and

2. the Act also authorizes the State to enter into financing contracts on behalf of certain “other agencies” (defined in Appendix 1 as “Local Agencies”), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, “Agencies”); and

4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing or refinancing for the costs of acquisition of such real and personal property by Agencies; and

5. the State Finance Committee has approved the form of this Local Agency Financing Contract by Resolution No. 1190 adopted on October 31, 2016; and

6. simultaneously with the execution and delivery of this Local Agency Financing Contract, the State is entering into a Master Financing Contract, dated as of the Dated Date (the “Master Financing Contract”) with the Washington Finance Officers Association (the “Corporation”), a Washington nonprofit corporation, to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

7. the Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Contract, in conjunction with the State’s entry into the Master Financing

Contract, to obtain financing or refinancing for the costs of acquisition of certain items of personal property described in Exhibit B (the “Property”), by the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

ARTICLE I DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 Definitions, Construction, Miscellaneous Provisions, Supplements. Appendix 1 is incorporated as part of this Local Agency Financing Contract by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Contract; (ii) certain rules for interpreting this Local Agency Financing Contract; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Contract; and (iv) rules on how this Local Agency Financing Contract may be amended or supplemented.

Section 1.2 Notice of Intent, Personal Property Certificate and Certificate Designating Authorized Local Agency Representative. Exhibits A, B, C and D to this Local Agency Financing Contract are incorporated as part of this Local Agency Financing Contract by this reference. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Contract with respect to any of the undertakings contemplated herein.

Section 1.3 Performance by Representatives. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 Installment Sale and Purchase of Property. The State agrees to sell to the Local Agency, and the Local Agency agrees to purchase from the State, all of the State’s right, title and interest in and to the Property and all proceeds and profits from the Property, subject to the security interest granted pursuant to Section 2.4.

Section 1.5 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Local Agency Financing Contract, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D; and (b) all Additional Costs incurred by the State in connection with the sale of the

Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 hereof.

ARTICLE II SALE AND PURCHASE OF PROPERTY

Section 2.1 Local Agency Financing Contract Consolidated with Master Financing Contract. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Contract with the Master Financing Contract pursuant to RCW 39.94.030(1)(a).

Section 2.2 Appointment as Agent; Acquisition of Property; Revision and Substitution of Property.

(a) *Appointment as Agent*. The Local Agency accepts its appointment in the Master Financing Contract as agent of the Corporation in connection with the acquisition of the Property, and acknowledges that such appointment is irrevocable and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) *Acquisition of Property*. The Local Agency agrees that (i) it has caused or will cause the Property to be acquired, as agent for the Corporation, with all reasonable dispatch; (ii) it will negotiate or call for bids for the purchase of the Property in accordance with the requirements and limitations, if any, imposed by State or local law with respect to the purchase of such Property by such Local Agency; (iii) it will make, execute, acknowledge and deliver any contracts, agreements, orders, receipts, documents, writings or instructions with or to any Person and do all other things that may be necessary or desirable to acquire the Property; and (iv) it will pay or cause to be paid the Costs of Acquisition of the Property from funds available to it pursuant to this Local Agency Financing Contract and the Master Financing Contract. The Local Agency shall file requisitions with the State Treasurer for the Acquisition Costs of the Property or reimbursement therefor in such form as the State Treasurer shall reasonably require. Neither the Corporation nor the State shall have any responsibility, liability or obligation with respect to the selection or procurement of any of the Property.

(c) *Revision and Substitution of Property*. The Local Agency, with the prior written consent of the State Treasurer, may revise any item of Property to be financed or refinanced and acquired pursuant hereto, or the description thereof; *provided*, that (i) such item of Property as so revised shall satisfy the requirements under this Local Agency Financing Contract and the Master Financing Contract with respect to the substitution of Property previously acquired; (ii) the Costs of Acquisition of such item of Property shall not be materially reduced thereby; and (iii) any such

revision shall not relieve the Local Agency of its obligation to acquire the Property in accordance herewith and with the Master Financing Contract.

After acquisition of an item of Property, the Local Agency, with the prior written consent of the State Treasurer as agent for the Corporation, may substitute for an item of Property acquired pursuant to this Local Agency Financing Contract other personal property by filing with the State Treasurer a certificate of the Local Agency stating that such substitute Property (i) has a remaining useful life equal to or greater than the Property for which it is being substituted; (ii) has a fair market value equal to or greater than the fair market value of the item of Property for which it is being substituted; (iii) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Corporation under the Master Financing Contract; (iv) is essential to the Local Agency's ability to carry out its governmental functions and responsibilities; and (v) is expected to be used by such Local Agency for the term of this Local Agency Financing Contract. The State Treasurer's consent to any such substitution as agent for the Corporation will be conditioned upon receipt by the State Treasurer of an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code. The State Treasurer also may require the Local Agency to reimburse the State Treasurer for all costs incurred, if any, to obtain such Opinion of Counsel.

(d) *Payment for Property if Acquisition Fund Not Sufficient.* If money in the Acquisition Fund allocable to the Local Agency is not sufficient to pay the Acquisition Costs of the Property in full, the Local Agency shall cause the Acquisition Costs of such Property in excess of the allocable amount in the Acquisition Fund to be paid from other money of such Local Agency. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund makes any representation or warranty, either express or implied, that the money which will be deposited into the Acquisition Fund allocable to the Local Agency will be sufficient to pay the Acquisition Costs of the Property. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund shall have any obligation or liability for the payment of the Acquisition Costs of the Property other than from the proceeds of the Certificates and any other amounts that may be provided by the Local Agency. If the Local Agency shall pay or cause the payment of any Acquisition Costs in excess of the allocable amounts in the Acquisition Fund available for such purpose from other funds, the Local Agency shall not be entitled to any reimbursement from the Corporation or the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund for such payments, nor shall the Local Agency be entitled to any diminution, reduction, abatement, postponement, counterclaim, defense or set-off of the Agency Installment Payments, Additional Costs or other amounts otherwise required to be paid hereunder.

Section 2.3 Title to the Property. All right, title and interest in and to the Property shall transfer to and be vested in the Local Agency from the State without any further action by the Local Agency or the State immediately upon the acquisition thereof by the Local Agency as agent for the Corporation or reimbursement to the Local Agency for the Acquisition Costs thereof; provided, that the State and the Local Agency shall take such action and execute such documents (including without limitation bills of sale and other title documents) as may be deemed necessary or desirable by the State or the Local Agency to evidence and confirm such transfer of title pursuant to this Local Agency Financing Contract.

The State assigns to the Local Agency during the term hereof, for so long as no Agency Event of Default, Event of Default or other event permitting termination of this Local Agency Financing Contract has occurred and is continuing hereunder, all representations, warranties and guaranties, if any, express or implied, with respect to the Property from the manufacturers, suppliers and vendors thereof, subject, however, to a reservation by the State and the Corporation of a right to independently enforce such warranties and guaranties.

Title to any and all additions, modifications, improvements, repairs or replacements to the Property shall be vested in the Local Agency, subject to the security interest of the Corporation until payment of all amounts due and owing with respect to such Property under this Local Agency Financing Contract.

Any Property constituting a motor vehicle subject to registration with the State Department of Licensing shall be registered with the Local Agency as the registered and legal owner thereof.

Section 2.4 Security Interests.

(a) *State Security Interest.* In order to secure the payment and performance by the State of its obligations under the Master Financing Contract, the State has granted to the Corporation a lien on and security interest in all right, title and interest of the State, whether now owned or hereafter acquired, in and to the Property and this Local Agency Financing Contract, including without limitation the Agency Installment Payments and all proceeds thereof. The Local Agency agrees to such grant and that its right, title and interest in and to the Property is subject to such first priority lien and security interest.

(b) *Local Agency Security Interest.* In order to secure the payment and performance by the Local Agency of its obligations under this Local Agency Financing Contract, the Local Agency grants to the Corporation a lien on and security interest in all right, title and interest of the Local Agency, whether now owned or hereafter acquired, in and to the Property. Accordingly, this Local Agency Financing Contract constitutes a security agreement. The Local Agency acknowledges and agrees that each provision of this Local Agency Financing Contract is also a provision of the security agreement.

If required by the Corporation, the Local Agency will execute and deliver to the Trustee such security agreements, financing statements and/or other instruments covering the Property and all accessions thereto.

Section 2.5 Disclaimer of Warranties. The Local Agency acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the Local Agency pursuant to its own specifications, and not by the State or the Corporation, and that neither the State nor the Corporation is a manufacturer, supplier or a vendor of such Property.

The Corporation makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Property, or as to the title thereto, or for the enforcement of the manufacturers', suppliers' or vendors' representations or warranties or guaranties, or any other representation or warranty with respect to the Property. In no event shall the Corporation be liable or responsible for any incidental, indirect, special or consequential

damages in connection with or arising out of this Local Agency Financing Contract or the use by the Local Agency of the Property.

ARTICLE III AGENCY INSTALLMENT PAYMENTS; CONDITIONAL PAYMENT BY STATE; FULL FAITH AND CREDIT OBLIGATION

Section 3.1 Agency Installment Payments. Each Agency Installment Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Contract. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency absent manifest error. Each Agency Installment Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Installment Payment Date. Payments of Additional Costs shall be made to or upon the order of the State Treasurer. Each Agency Installment Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

Section 3.2 Sources of Payment of Agency Installment Payments.

(a) *Local Agency Financing Contract.* The Local Agency acknowledges and agrees that the State is acquiring the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution hereof, the State shall execute and deliver the Master Financing Contract pursuant to which the State agrees to make Installment Payments for the acquisition of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of the Local Agency, and interest thereon. The Local Agency pledges its full faith and credit to make the Agency Installment Payments that are required to be paid under this Local Agency Financing Contract.

Installment Payments allocable to the Purchase Price of the Local Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Contract and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Contract.

(b) *Intercept of Local Agency Share of State Revenues.* In the event that the Local Agency fails to make any payment due under this Local Agency Financing Contract, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Contract on behalf of the Local Agency,

or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) *Conditional Payment of Local Agency Installment Payments.* Upon the failure of the Local Agency to make any Agency Installment Payment at such time and in such amount as required pursuant to this Local Agency Financing Contract, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Installment Payment Fund (established under the Master Financing Contract) on behalf of such Local Agency within 15 Business Days after such Agency Installment Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Installment Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer.* The treasurer of the Local Agency shall establish and/or maintain a special fund in the “bonds payable” category of accounts of the Local Agency for the purposes of paying the Local Agency’s Agency Installment Payments and Additional Costs. The treasurer of the Local Agency shall remit each Agency Installment Payment to the State on each Agency Installment Payment Date and any Additional Costs when due hereunder from any legally available funds of the Local Agency.

Section 3.3 No Set-Off. The obligation of the Local Agency to make Agency Installment Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. The Local Agency shall make Agency Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or among the State, the Corporation, the Trustee, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3 shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 Assignments by the Corporation. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Contract, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to receive the Installment Payments under the Master Financing Contract, (ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and this Local Agency Financing Contract, and in and to the Property (including any security interest therein), in consideration for the payment by the Trustee to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation’s right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Master Financing Contract or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Master Financing Contract as if the Trustee

had been the original party thereto. Except where the context otherwise requires, every reference in the Master Financing Contract and this Local Agency Financing Contract to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV OPTIONAL PREPAYMENT OF AGENCY INSTALLMENT PAYMENTS

Section 4.1 Optional Prepayment.

(a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of its Installment Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Contract, and to pay any Additional Costs in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Installment Payments, which notice shall specify the date of the date of such prepayment, and the amount and the Agency Installment Payment Dates of the Agency Installment Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Installment Payments, including any Additional Costs in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 Revision of Agency Installment Payments upon Optional Prepayment. The Agency Principal Component and Agency Interest Component of the Agency Installment Payment due on each Agency Installment Payment Date on and after the date of any prepayment pursuant to Section 4.1, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Installment Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer, pursuant to Section 4.1(b).

Section 4.3 Discharge of Local Agency Financing Contract. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Contract shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and Government Obligations set aside applied pursuant to Section 4.3(b) to make the remaining Agency Installment Payments) when either:

(a) all Agency Installment Payments and all Additional Costs and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Installment Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such

actions are permitted under this Local Agency Financing Contract, the Master Financing Contract and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Agency Installment Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Costs.

ARTICLE V REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 5.1 Representations and Warranties of the Local Agency. The Local Agency represents and warrants as follows:

(a) The Local Agency is an “other agency” within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.

(b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Contract.

(c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Contract, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Property, except as expressly provided in this Local Agency Financing Contract and the Master Financing Contract.

(d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Contract.

(e) This Local Agency Financing Contract constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.

(f) The Property to be financed and acquired pursuant to this Local Agency Financing Contract is essential to the Local Agency’s ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of the Property during the term of this Local Agency Financing Contract.

(g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Contract.

(h) The obligations of the Local Agency under this Local Agency Financing Contract, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.

(i) The Local Agency makes no representation or warranty regarding the perfection of any security interest in the Property, the Master Financing Contract or this Local Agency Financing Contract for the benefit of the Corporation.

Section 5.2 Covenants and Agreements of the Local Agency. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence.* The Local Agency will do or cause to be done all things necessary to preserve its existence as an “other agency” within the meaning of the Act.

(b) *Budget.* The Local Agency shall take such action as may be necessary to include all the Agency Installment Payments and Additional Costs due hereunder in its annual budget and to make the necessary annual appropriations for all such Agency Installment Payments and Additional Costs.

(c) *Levy of Taxes.* If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of its electors, to provide funds, together with other legally available money, sufficient to make the Agency Installment Payments and the other payments required under this Local Agency Financing Contract.

(d) *Notice of Nonpayment.* The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Installment Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Installment Payment due on such date.

(e) *Tax Exemption.* The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a “governmental unit” as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Installment Payments under Section 103 of the Code. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code, or “private activity bonds” within the meaning of Section 141 of the Code, or “hedge bonds” within the meaning of Section 149 of the Code. To that end, for so long as any Agency Installment Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Installment Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no

action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) *No Liens; Sale or Disposal; or Assignment.* The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except the rights of the Corporation as provided herein and in the Master Financing Contract. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Contract, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void. The Local Agency may not grant, sell, assign, transfer, convey, pledge, hypothecate or grant any security interest in any of its right, title or interest in, to or under this Local Agency Financing Contract. Any attempted grant, sale, assignment, conveyance, pledge, hypothecation or security interest shall be void.

(g) *Performance.* The Local Agency shall punctually pay the Agency Installment Payments and any Additional Costs in conformity with the terms and provisions hereof, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted, or any such omission or refraining from doing anything, would or might be grounds for termination of this Local Agency Financing Contract. The Local Agency will not terminate this Local Agency Financing Contract for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of the State, or any failure by the State or the Corporation to observe or perform any covenant, agreement, term, condition or other obligation contained herein or in the Master Financing Contract required to be observed and performed by it, whether express or implied, or the bankruptcy, insolvency, liquidation or reorganization of the Corporation.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) *Use of Property.* During the term of this Local Agency Financing Contract, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities. The Local Agency will not permit the Property to be used or operated other than by authorized employees, agents and contractors of the Local Agency.

(j) *Financial Statements.* The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the

Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) *Use; Repairs.* For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair, working order and condition, and protect the same from deterioration other than normal wear and tear; (ii) cause the Property to be used within its normal capacity, in the manner contemplated by the manufacturer's specification, and in compliance with the requirements of applicable laws, ordinances and regulations, the requirements of any warranties applicable thereto, and the requirements of any insurance or self-insurance program required under Section 5.2(p); (iii) cause the Property to be used and operated by or under the direction of competent persons only, and obtain all registrations, permits and licenses, if any, required by law for the operation of the Property; and (iv) will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property. The Local Agency, at its expense, will furnish all parts, mechanisms and devices required to operate and maintain the Property.

(l) *Alterations.* The Local Agency will not make any alterations, additions or improvements to the Property without the prior written consent of the State Treasurer unless such alterations, additions or improvements (i) maintain or increase the value of the Property; or (ii) may be readily removed without damage to the Property. All such alterations, additions or improvements shall be deemed to be a part of the Property and shall be subject to the terms and provisions of this Local Agency Financing Contract.

(m) *Location; Inspection.* The Property will be located within the State. The Corporation will be entitled to inspect the Property during regular business hours upon at least one Business Day's prior notice. The Local Agency acknowledges, and consents and agrees to, the right of the Corporation to so inspect the Property.

(n) *Impositions and Charges.* If during the term of this Local Agency Financing Contract, any Imposition is imposed or incurred in connection with the sale and purchase of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency, or the payment of the Agency Installment Payments by the Local Agency, or the payment of the Installment Payments payable therefrom by the State, or any fines, penalties or interest imposed on or with respect to any of the foregoing, the Local Agency shall pay all such Impositions and charges when due. The Local Agency at its own expense may contest any such Impositions and charges until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions or charges. If the State or the Corporation pays any such Impositions or charges for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the State or the Corporation, as applicable, therefor as Additional Costs hereunder. The Local Agency shall hold harmless the State and the Corporation from and against all such Impositions and charges during the term of this Local Agency Financing Contract.

(o) *Risk of Loss; Damage; Destruction; Condemnation.* The Local Agency assumes all risk of loss of or damage to the Property from any cause whatsoever, and the obligation of the

Local Agency to pay the Agency Installment Payments or to perform any other obligation under this Local Agency Financing Contract shall in no way be released, discharged or otherwise affected for any reason, including without limitation (i) any defect in the condition, quality or fitness for use of, or title to, any portion of the Property, or (ii) any damage to, or abandonment, destruction, requisition, condemnation or taking of any portion of the Property. In the event of damage to any item of the Property, the Local Agency will immediately place the same in good repair, working order and condition as required by Section 5.2(k) hereof. If the Local Agency determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, the Local Agency will prepay all of its obligations for Agency Installment Payments and terminate its obligations hereunder in accordance with Section 4.3(b) hereof.

(p) *Insurance.*

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time but in any event not less than the aggregate amount of the Agency Principal Components of Agency Installment Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. In the alternative, the Local Agency may assume financial responsibility for any physical damage to and/or loss of the Property; *provided, however*, that if the Local Agency elects this option, the Local Agency hereby covenants and agrees that it will promptly repair or replace the Property promptly upon any loss or damage thereto.

(iii) The insurance required under paragraphs (i) and (ii) above: (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) except for the insurance required under paragraph (ii) above and as provided in paragraph (iv) below, shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms of conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) In the event that the Local Agency provides the insurance required under paragraph (i) above through its membership in a local government risk pool established under chapter 48.62 RCW, the State and the Trustee shall not be required to be named as additional insureds under such insurance; provided, however, that in such event the Local Agency agrees to protect, indemnify, and hold the State and the Trustee harmless from any claims, judgments, damages, expenses and losses covered by such insurance.

(v) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(vi) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 5.2(p).

ARTICLE VI EVENTS OF DEFAULT; REMEDIES

Section 6.1 Agency Event of Default. Each of the following shall constitute an “Agency Event of Default” hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Installment Payment required to be paid hereunder within 10 Business Days of the respective Agency Installment Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State Treasurer or the Trustee to the Local Agency specifying such failure and requesting that it be remedied; *provided, however*, that such period shall be extended for not more than 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Contract or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; and

(d) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency in writing of its inability to pay its debts generally or the making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 6.1(d).

Notwithstanding the foregoing provisions of this Section 6.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and

conditions on its part contained in this Local Agency Financing Contract, the Local Agency shall not be deemed in default during the continuance of such inability. The term “*force majeure*” means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 6.2 Rights of State Upon Agency Event of Default. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) By written notice to the Local Agency, require that the Local Agency promptly return possession and use of the Property to the State at any location specified in the United States (at the cost and expense of the Local Agency) in good repair, working order and condition, ordinary wear and tear excepted;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Agency Installment Payments then due and thereafter becoming due, or to enforce the observance or performance of any covenant, agreement or obligation of the Local Agency under this Local Agency Financing Contract;

(c) Exercise any other rights or remedies it may have hereunder or under applicable law; and

(d) Decline to execute any future financing contract on behalf of the Local Agency under the Act.

Section 6.3 No Remedy Exclusive; Non-Waiver. No remedy conferred upon or reserved to the State hereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Local Agency Financing Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the State of any default or Agency Event of Default hereunder shall not constitute a waiver of any subsequent default or Agency Event of Default hereunder, and

shall not affect or impair the rights or remedies of the State in connection with any such subsequent default or Agency Event of Default.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Indemnification of State and the Corporation. To the extent permitted by law, the Local Agency hereby releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the acquisition, financing or refinancing thereof. The Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Local Agency Financing Contract or the exercise of rights or the performance of duties of the State or the Corporation under this Local Agency Financing Contract, the Master Financing Contract or the other Series Agreements to which each of them is a Party, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in this Section 7.1 shall survive the final payment of the Agency Installment Payments and the termination of this Local Agency Financing Contract for any reason.

Section 7.2 Third Party Beneficiaries. The Corporation and the Trustee, as assignee of the Corporation, shall be third party beneficiaries of this Local Agency Financing Contract.

Section 7.3 Notices to Agency. The notice address for the Local Agency shall be as set forth in the Notice of Intent.

STATE:

STATE OF WASHINGTON OFFICE OF THE
STATE TREASURER

By _____
Treasurer Representative

LOCAL AGENCY:

CITY OF MCCLEARY, WASHINGTON

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

EXHIBIT A
NOTICE OF INTENT

[attached]

EXHIBIT B
PERSONAL PROPERTY CERTIFICATE

[attached]

EXHIBIT C

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVES

[attached]

EXHIBIT D
SCHEDULE OF AGENCY INSTALLMENT PAYMENTS

[to be attached upon availability]

ORDINANCE NO. _____**AN ORDINANCE AUTHORIZING THE ACQUISITION OF PERSONAL PROPERTY AND EXECUTION OF A FINANCING CONTRACT AND RELATED DOCUMENTATION RELATING TO THE ACQUISITION OF SAID PERSONAL PROPERTY.****RECITALS:**

1. WHEREAS, the City of McCleary (the “Local Agency”) has executed a Notice of Intent to the Office of State Treasurer, in the form of Exhibit A (the “NOI”) to the form of Local Agency Financing Contract attached hereto (the “Local Agency Financing Contract”), in relation to the provisions of RCW Ch 39.94; and

2. WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency acquire the equipment and/or personal property identified in the NOI (the “Property”); and

3. WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into the Local Agency Financing Contract with the Office of the State Treasurer in an amount not to exceed \$_____, plus related financing costs, in order to acquire the Property and finance the acquisition of the Property; and

4. WHEREAS, the Local Agency will undertake to acquire the Property on behalf of and as agent of the Washington Finance Officers Association (the “Corporation”) pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

ORDINANCE – 1

**CITY of McCLEARY
100 SOUTH 3RD STREET
McCLEARY. WASHINGTON 98557**

5 WHEREAS, the Local Agency desires to appoint the individual set forth in Exhibit C to the form of Local Agency Financing Contract as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an “Authorized Agency Representative”).

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

SECTION I: The individuals holding the offices or positions set forth in Exhibit C to the form of Local Agency Financing Contract are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. A minimum, of _____ Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

SECTION II: The form of the Local Agency Financing Contract attached hereto is approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$_____, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, for the acquisition of the Property and financing of the acquisition of the Property.

SECTION III: The Local Agency hereby authorizes the acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

SECTION IV: The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to

ORDINANCE – 2

**CITY of McCLEARY
100 SOUTH 3RD STREET
McCLEARY. WASHINGTON 98557**

take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

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

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

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney

ORDINANCE – 3

**CITY of McCLEARY
100 SOUTH 3RD STREET
McCLEARY. WASHINGTON 98557**

STATE OF WASHINGTON)
 : ss.
 GRAYS HARBOR COUNTY)

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

 WENDY COLLINS

SIGNED AND SWORN TO BEFORE ME THIS ____ DAY OF _____,
 2021, by WENDY COLLINS.

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

RESOLUTION NO. _____**RESOLUTION FOR REIMBURSEMENT OF CERTAIN
EXPENDITURES UTILIZING PROCEEDS OF FINANCING
CONTRACT.****RECITALS:**

1. WHEREAS, the City of McCleary (the “Local Agency”) reasonably expects to reimburse the expenditures described herein with the proceeds of a financing contract to be entered into by the Local Agency (the “Reimbursement Obligation”).

2. WHEREAS, The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of the Reimbursement Obligations are for

_____.

3. WHEREAS, the expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of the Reimbursement Obligations will be made from

_____.

4. WHEREAS, the maximum principal amount of Reimbursement Obligations expected to be issued for the property described in Section 2 is \$_____.

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

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

RESOLUTION – 1

CITY of McCLEARY
100 SOUTH 3RD STREET
McCLEARY. WASHINGTON 98557

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney

RESOLUTION – 2

**CITY of McCLEARY
100 SOUTH 3RD STREET
McCLEARY. WASHINGTON 98557**

Estimated Cost

	5 year @ .33%			6 yr @ .39%		Replacement Info
	Total	5 yr monthly	5 yr yearly	6 yr monthly	6yr yearly	
F250	\$ 50,338.79	\$ 846.00	\$ 10,152.00	\$ 707.00	\$ 8,484.00	Replaces 2000 Chevrolet 2500
F550	\$ 74,403.59	\$ 1,250.00	\$ 15,000.00	\$ 1,046.00	\$ 12,552.00	Replaces 1990 Chevrolet 3500
F150	\$ 38,363.84	\$ 645.00	\$ 7,740.00	\$ 539.00	\$ 6,468.00	New vehicle for PW
Bucket	\$ 275,000.00	\$ 4,622.00	\$ 55,464.00	\$ 3,865.00	\$ 46,380.00	Replaces 1997 Freightliner
skidsteer	\$ 75,000.00	\$ 1,261.00	\$ 15,132.00	\$ 1,054.00	\$ 12,648.00	Replaces 1999 SkidSteer
mower	\$ 34,682.71	\$ 583.00	\$ 6,996.00	\$ 487.00	\$ 5,844.00	Replaces 2000 John Deere Mower
	\$ 547,788.93	\$ 9,207.00	\$ 110,484.00	\$ 7,698.00	\$ 92,376.00	

\$ (1,509.00) \$ (18,108.00) cost difference between 5 and 6 year



JAY R. INSLEE
Governor

DENNY HECK
Lieutenant Governor

State of Washington
STATE FINANCE COMMITTEE

March 29, 2021

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

Dear Todd Baun:

RE: Credit Approval

The City has been approved to finance 3 trucks, 1 bucket truck, 1 track loader, and 1 mower. The financing, with total proceeds not to exceed \$550,000.00, and a final maturity not to exceed 6 years, will be included in an upcoming State of Washington Equipment Series Certificate of Participation.

Funding is contingent on the following:

- No material changes in the financial condition of the City
- Completion of all items on the checklist

We look forward to working on your behalf.

Sincerely,

Mike Pellicciotti
Washington State Treasurer

Jason Richter
Deputy State Treasurer



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: April 7, 2021- For April 14th Council Meeting

Subject: ORCAA Permitting Expansion

RECOMMENDATION

Allow staff to proceed with the ORCAA permitting for McCleary .

BACKGROUND

City Staff recently met with the Olympic Region Clean Air Agency (ORCAA) to discuss a program that is being utilized by ORCAA and fire departments in Thurston County. The program is successful, and they want to start to expand their program into Gray Harbor County. We are the first agency in Grays Harbor that they want to get the program established and then try to expand. This program would be a good resource for our fire department to refer to and educate our residents who burn in the area.

This program is an online permitting system that residential customers can apply for. Currently, the permit is valid only for basic yard and garden waste disposal in unincorporated Thurston County, outside ANY incorporated city and Urban Growth Area (UGA) boundary. I have attached the program information, or you can look at the program by following this link. <https://www.orcaa.org/outdoor-burning/thurston-county-residential-burn-permit/>

This permit is valid only for basic yard and garden waste disposal in unincorporated Thurston County, outside ANY incorporated city and Urban Growth Area (UGA) boundary.

To determine if your property is outside the NO BURN AREAS, simply check the map below to see if your address falls within one of the no-burn areas.

To use the map, click the 'larger map' icon in the map's upper right corner (looks like four corners of a frame). In the larger map that opens, use the search icon (magnifying glass) to enter your address. If your address comes up in a Red or Blue shaded area, you are within a no burn area. Click on the shaded area to see the conditions of that jurisdiction (city or UGA).

If you are eligible for a legal burn Residential Burn Permit, note that it applies ONLY to residential burning, which includes leaves, clippings, and other yard and garden refuse originating at your residence. Permits are valid October 1 through July 14. A new Permit must be obtained after Oct. 1 each year.

Individuals considering burning larger piles, such as land clearing and logging debris, must apply for a LAND CLEARING PERMIT from ORCAA.

LAND CLEARING PERMITS ARE REQUIRED FOR ANY BURNING THAT INVOLVES MORE THAN SIMPLE YARD AND GARDEN WASTE DISPOSAL.

ORCAA encourages residents to seek reasonable alternatives to burning when feasible.

- Curb-side pickup service for yard waste material exists throughout most of Thurston County. Contact Thurston County Solid Waste.
- Composting turns your yard waste into a great soil additive, at NO COST.
- Chipping woody materials create an effective ground cover that blocks weed growth and improves drainage.
- Dropping off yard waste at composting facilities and transfer stations is easy and cost-effective.
- Residents who do burn must remember that they may ONLY burn natural vegetation gathered on site.

State law prohibits the burning of garbage and home-repair debris. State law prohibits the use of burn barrels of any kind anywhere in Washington.

*After completing the form below, a permit will be automatically sent to the email address provided. By submitting the following permit request, the applicant agrees to receive email notices from ORCAA. The permit includes all terms and conditions of the permit. **Those terms and conditions can also be found below the permit application form.***

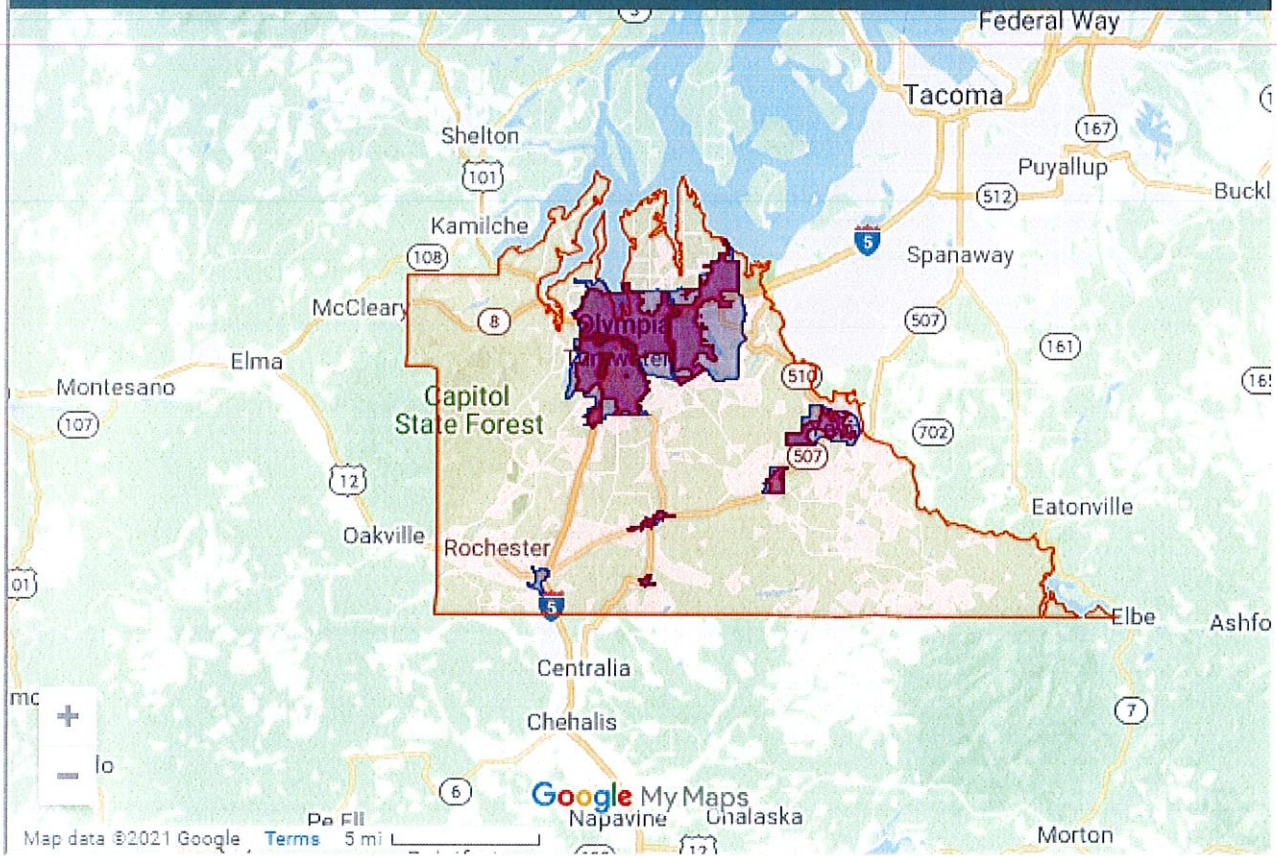


Thurston County NO Burn Areas ★



i This map was created by a user. [Learn how to create your own.](#)

Item 8.



Thurston County Burn Permit Application

Item 8.

Name

first and last name

Email address

Confirm Email

Street address where burning will occur?

City

ZIP

Your mailing address

City

ZIP

Phone number

Alternate number

By clicking "Submit," I acknowledge that I have read and understand the rules included with this permit and I agree to abide by these regulations as set forth.

Submit

Terms and Conditions for Thurston County Residential Burn Permit

ORCAA encourages residents to seek reasonable alternatives to burning when feasible.

1. Curb-side pickup service for yard waste material exists throughout most of Thurston County.
Contact Thurston County Solid Waste.
2. Composting turns your yard waste into a great soil additive, at NO COST.
3. Chipping woody materials creates an effective ground cover that blocks weed growth and improves drainage.
4. Dropping off yard waste at composting facilities and transfer stations is easy and cost effective

Residents who do burn must remember that they may **ONLY** natural vegetation gathered on site. State law prohibits the burning of garbage and home-repair debris. State law prohibits the use of burn barrels of any kind anywhere in Washington.

By submitting the following Permit Request, the applicant agrees to abide by all the PERMIT REQUIREMENTS:

1. **Only Natural Vegetation grown on the permit site may be burned.**
2. Burning may occur only during daylight hours.
3. When winds exceed 5 miles per hour (mph), fires shall not be ignited. If winds exceed 10 mph, ALL fires must be extinguished.
4. Burn pile size must not exceed 10 feet in width, nor 5 feet in height.
5. A copy of this permit must be available at the site while burning – a digital copy of the emailed permit is acceptable in lieu of printed copy.
6. The burn pile must be at least 50 feet from any structure or standing timber, 10 feet from property lines, and at least 500 feet from forest/land clearing debris piles.
7. Fires must be attended until completely out meaning, NO FLAME, NO SMOKE REMAINING.
8. Only one residential outdoor fire may be burned at a time on a property.
9. A shovel and water-charged hose shall be on site and immediately available. A minimum of two 5-gallon buckets FULL of water may substitute for a water-charged hose.
10. This permit is not valid during burn bans. Contact ORCAA BEFORE IGNITING YOUR PILE to get the latest details on burn conditions: www.orcaa.org.
11. Fires must be immediately extinguished if it causes a nuisance to others or poses a threat to people or property.
12. Applicant is responsible for ensuring compliance with all local, state and federal laws while burning, pursuant to this permit.

PENALTIES may be assessed for violations of these permit rules as well as for violations of local, state and federal regulations. In addition, the fire district may recover costs incurred during response, control or suppressing of an unlawful or out-of-control fire. The property owner or person doing the burning assumes responsibility for any damage, by emission or flame, to any structure, utility line or pole, tree or shrub, fence, road or right-of-way, or other public or private edifice. The applicant accepts responsibility for any claimed adverse effects on the health or wellbeing of any person or persons in the path of the fire emissions. Burning garbage or any prohibited materials may result in substantial fines from ORCAA (maximum allowable fine: \$14,915).



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800


Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE			
Transaction Number 1187048399		Transaction Date 12-MAR-2021	
P.O. Number N/A		Transaction Total 1,632.61 USD	
Payment Terms Net Due in 30 Days		Customer Account No 1012693968	
Payment Due Date 11-APR-2021		Ship To Address MCCLEARY POLICE DEPT 100 S 3RD ST MCCLEARY WA 98557 United States	
Project No: USWA20D070 Project Name: MONTESANO PD USWA20D070		Bill To Address MCCLEARY POLICE DEPT ATTN: Accounts Payable 100 S 3RD ST MCCLEARY WA 98557 United States	

IMPORTANT INFORMATION	For all invoice payment inquiries contact SLT8WB@motorolasolutions.com Telephone: +1(631) 883-4244 Fax: +1(631)883-4238
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SPECIAL INSTRUCTIONS / COMMENTS					
Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1		Group Mobile Purchase	1	1,499.18	1,499.18
2		Tax	1	133.43	133.43

Please detach here and return the bottom portion with your payment

Payment Coupon			
Transaction Number 1187048399	Customer Account No 1012693968	Payment Due Date 11-APR-2021	Transaction Total 1,632.61 USD
Amount Paid			
Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.			
MCCLEARY POLICE DEPT ATTN: Accounts Payable 100 S 3RD ST MCCLEARY WA 98557 United States	Wire Transfer Details CHICAGO Routing Transit No: 026009593 SWIFT: BOFAUS3N Bank Account No: 3756319819	Send Payments To:  MOTOROLA SOLUTIONS Motorola Solutions, Inc. 13104 Collections Center Drive Chicago IL 60693 United States Please provide your remittance details to: US.remittance@motorolasolutions.com	
DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED			

Item 9.



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE					
Transaction Number 1187048399		Transaction Date 12-MAR-2021		Transaction Total 1,632.61 USD	
P.O. Number N/A			P.O. Date	Customer Account No 1012693968	
Payment Terms Net Due in 30 Days				Payment Due Date 11-APR-2021	
Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
				USD Subtotal	1,632.61
				USD Total	1,632.61
				USD Amount Due	1,632.61

Item 9.

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF MCCLEARY
WASHINGTON**

MARCH 2021

G&O Job. No. 20163.06

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Contract between the CITY OF MCCLEARY, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract is to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with McCleary Road Water Main – Latecomers Agreement, hereinafter also called the “Project.” These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit “A.”

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of these services shall not exceed the amount shown in Exhibit "B" without further written authorization by the Agency.

Total compensation is based on the following:

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.
 - 1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD,

and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)(11); and 41 C.F.R. 60-741.5(a)(6); if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability,

respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury:	\$1,000,000 each person
	\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

<u>PROFESSIONAL ERRORS</u>	\$1,000,000 each occurrence
AND	

<u>OMISSIONS LIABILITY</u>	\$1,000,000 aggregate
----------------------------	-----------------------

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "D" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF MCCLEARY
100 South 3rd Street
McCleary, Washington 98557

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of McCleary

By: 
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: Brenda Orffer, Mayor
(Print)

Date: 3 / 24 / 21

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF WORK

CITY OF MCCLEARY MCCLEARY ROAD WATER MAIN LATECOMERS AGREEMENT

SCOPE OF SERVICES

Task 1 – ERU Evaluation

The Engineer will review the Latecomer Agreement, and associated mapping and zoning to determine an estimated number of Equivalent Residential Units (ERUs) for each parcel contained within the McCleary Road Water Main Latecomers Agreement.

Task 2 – Cost Estimate Review

The Engineer will confirm the costs assigned to the Latecomer's Agreement are reasonable, based on current local construction costs for similar water utility projects.

Task 3 – Letter of Recommendation

The Engineer will provide the Agency with a letter of recommendation for acceptance or modifications recommended prior to acceptance of the McCleary Road Water Main Latecomers agreement proposal.

DELIVERABLES

1. Provide the Agency with a letter of recommendation for the McCleary Road Watermain Latecomers agreement proposal.

COSTS & SCHEDULE

Engineering cost details are included in Exhibit B. Total engineering costs shall not exceed \$1,560 without written authorization from the Agency.

Work will be completed by April 15, 2021.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of McCleary - McCleary Road Water Main Latecomers Agreement

Tasks	Principal Hours	Project Eng. Hours
1 ERU Evaluation		6
2 Cost Estimate Review		2
3 Letter of Recommendation	1	2
Hour Estimate:	1	10
Fully Burdened Billing Rate Range:*	\$138 to \$205	\$119 to \$148
Estimated Fully Burdened Billing Rate:*	\$160	\$140
Fully Burdened Labor Cost:	\$160	\$1,400

Total Fully Burdened Labor Cost: \$1,560

TOTAL ESTIMATED COST: \$1,560

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT “C”**GRAY & OSBORNE, INC.**

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2021****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$134.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$135.00
Civil Engineer	\$ 93.00	to	\$135.00
Project Engineer	\$119.00	to	\$148.00
Project Manager	\$125.00	to	\$205.00
Principal-in-Charge	\$138.00	to	\$205.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 92.00	to	\$145.00
Field Survey (2 Person)***	\$171.00	to	\$230.00
Field Survey (3 Person)***	\$270.00	to	\$320.00
Professional Land Surveyor	\$118.00	to	\$155.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

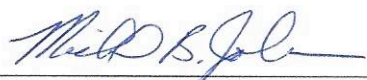
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.57 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT "D"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

3 / 24 / 21

Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE (3/2) Item 10.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com														
INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B : The Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER C : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER D : Travelers Casualty and Surety Company</td><td>19038</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Company	25615	INSURER B : The Travelers Indemnity Company of Connecticut	25682	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : Travelers Casualty and Surety Company	19038	INSURER E :		INSURER F :	
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INSURER C : Travelers Property Casualty Company of America	25674														
INSURER D : Travelers Casualty and Surety Company	19038														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 2121259313

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6808N74449A	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P536892	9/10/2020	9/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	6808N74449A	9/10/2020	9/10/2021	PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2020	9/10/2021	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: McCleary Road Water Main Latecomers Agreement
The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MCCLEARY
100 South 3rd Street
McCleary WA 98557

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: April 7, 2021- For April 14th Council Meeting

Subject: ILINX Content Management Project

RECOMMENDATION

Allow the Mayor to sign the ILINX contract.

BACKGROUND

The staff started a conversation in 2018 about identifying and implementing a robust and contemporary technology solutions to improve our document efficiency, records retention, and disclosure of records. Since that time, the staff has looked at options through the NASPO contract offered through the State of Washington. We received demonstrations from these companies. Ultimately, the staff felt that ILINX would be the best fit for our needs.

Process

The City reached out to ILINX in 2018 to see if they have any solutions for city to be more efficient with our documents, which included record retention, and records disclosure. We have an estimated 450,000 to 500,000 paper documents that we would like to digitize and have a system that can be secure and have the ability to search, store and manage our documents and files. For the management part of the system, we wanted to have something that can help automate the retention practices that we currently are doing manually.

In 2020 the Council budgeted \$30,000 for the purchase of record management software. We went through the NASPO contract that is offered through the State of Washington. The NASPO contract offered several companies that have solutions similar to what we were looking for. We had these companies provide demonstrations of their products to staff. Staff evaluated the products and ultimately felt that ILINX provided the best product for what we are wanting. The decision was based on the overall functionality and demonstrated success of the software system in other local governments. Another item we recently found out is the City has the ability to serve up documents to the public via ILINX Export which the City will be using. The City will need to provide a web page/location for the searches to occur. This system is also expandable with other modules if the City chooses to expand capabilities in the future. These various modules can all operate on a single fully integrated ILINX software platform. Some of these modules includes e-forms, workflow, format converters, report management, a comprehensive electronic data management system, agenda automation, meeting workflow,

There are additional costs for the City will have to provide. One additional cost is Microsoft Licensing for our server. We are currently getting a quote for the license. Another cost will be software assurance. For year 2 and 3, it will be \$5,500 per year to have ILINX perform the annual maintenance and perform any upgrades to the system. This is recommended unless the City chooses not to go with software assurance and chooses the option to engage ILINX to help with upgrades. There is a cost for Professional Services to have ILINX upgrade your system with this option. Another option for additional cost is desktop scanners. The cost for the scanner are about \$1,000 per scanner and an additional \$225 if we want a maintenance contract for the scanners. Having a dedicated desktop scanner offers a higher scanning quality than the copier that we currently are using. Scanning quality is measured in dots-per-inch (DPI), with a higher DPI leading to a higher resolution image. Dedicated scanners are therefore preferable for companies working with high-quality and high-resolution output is important.

The NASPO vendor for the software, SHI International, provided us a quote for the software in October of 2020 and it was approved by Council to move forward on the quote and to get a contract with the project details from ILINX. In order to move forward it was required that we provide a PO to SHI and then ILINX would start their process with the contract and project details. The attached document is the project scope and details contract.



City of McCleary

ILINX Content Management Project

Last Revised:
3/30/21

Version: 1.3

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PROJECT INFORMATION

KEY PROJECT STAFFING

City of McCleary

Project Role	Name & Title	Phone	Numbers
Project Sponsor/Project Manager	Todd Baun	Main:	360-495-3667
	Director of Public Works	Mobile:	
		Email:	toddb@cityofmcclary.com
Public Works Assistant	Josh Cooper	Main:	(360) 495-3667 x111
	Public Works Assistant	Mobile:	
		Email:	joshc@cityofmcclary.com
Subject Matter Expert	Wendy Collins	Main:	(360) 495-3667
	Clerk - Treasurer	Mobile:	
		Email:	wendyc@cityofmcclary.com
Information Technology	Jesse Murphy	Main:	
	Information Technology	Mobile:	
		Email:	jesse@jdtechs.net

ImageSource

Project Role	Names & Title	Phone	Numbers
Project Director	Ryan Keller	Main:	360-943-9273
	CIO	Mobile:	360-239-5025
		Email:	ryank@imagesourceinc.com
Project Manager	Debbie Horton	Main:	(360) 943-9273
	Project Manager	Mobile:	(360) 239-2868
		Email:	debbieh@imagesourceinc.com
Systems Engineer	Andrew Skovran	Main:	(360) 943-9273
	Senior Systems Engineer	Mobile:	(330) 240-4426
		Email:	AndrewS@imagesourceinc.com
Account Executive	Kristina Linehan	Main:	(360) 943-9273
	Account Executive	Mobile:	(360) 239-4877
		Email:	kristinap@imagesourceinc.com
Account Manager	Nick Coker	Main:	(360) 943-9273
	Inside Sales	Mobile:	
		Email:	nickc@imagesourceinc.com

DOCUMENT VERSION CHANGES

1.0	2/11/21	Document creation.
1.2	3/22/21	Updates based on meetings and feedback on RM requirements
1.3	3/30/21	Updates based on feedback from 3/30/21 status meeting (highlighted).

CHANGE ORDER HISTORY

1	Insert Date	Change to . . .

Project Description, Business Purpose & Objectives

Project	City of McCleary ILINX Content Management Project
Original Project Charter Statement	<p>The City of McCleary reached out to ImageSource to provide information and a demonstration on ILINX as an Enterprise Content Management (ECM) solution for the City. The City would like to scan and retain files and then appropriately dispose of the files when their retention cycles are up. They would also like a better way to search for information.</p> <p>The purpose of this project is to implement a solution around digitization of paper content for faster search and retrieval within the City. Additionally, the City is looking to utilize retention management and disposition of content that will live in ILINX.</p> <p>The purpose of this Project Charter is to demonstrate how ImageSource can assist and support the City of McCleary with their immediate need. As a recognized Enterprise Content Management (ECM) leader, ImageSource is focused on delivering outcomes that drive positive business results, helping organizations boost effectiveness. Our customers tell us that they value our responsiveness and flexible partnership. With more than 25 years of ECM experience, ImageSource believes we are well-positioned to support the City in 2020 and into the future.</p> <p>Project Process Description</p> <ul style="list-style-type: none"> ■ Discovery and Requirements Gathering <ul style="list-style-type: none"> ○ Gather and confirm project details. ○ Discovery and assessment of current search processes and practices ■ Project Management <ul style="list-style-type: none"> ○ Express Project Plan and ongoing project management for the project ■ Install ILINX Software <ul style="list-style-type: none"> ○ Download and install ILINX Content Store on appropriate City servers. ○ Download and install ILINX Export and Retention Management on City servers ■ Configure ILINX Software <ul style="list-style-type: none"> ○ Configure ILINX Content Store applications (3) ○ Configure ILINX Retention Management jobs (3)

- Testing
 - ImageSource testing of the solution.
 - Support for City testing of the solution.
- Training
 - Provide up to four (4) business hours of onsite Administrator training for ILINX Content Store and Retention Management
 - Provide up to four (4) business hours of onsite End User training for ILINX Content Store and Retention Management
- Production Go Live/Rollout Support
 - Provide up to 8 business hours Support for the Production Go Live
- System Summary Documentation & Project Closeout Activities
 - Document the solution.
 - Explain support procedures.
 - Hand-off to ImageSource Technical Support.

Traceability and Charter:

The following document reflects the order to provide the services and the scope of work to be provided.

- Project Charter as approved by City of McCleary and ImageSource.
 - CityOFMcCleary_ILINXProject_ProjectCharter_1-28-20_v2.0.docx

Process Description

The following table consists of the anticipated high-level project tasks.

Task Descriptions	Owner
Acceptance of Project Charter	City of McCleary
Discovery Session and Requirements Gathering	City of McCleary & ImageSource
Create Express Project Plan & Deliverables	ImageSource
Signature Approval on Express Project Plan/Revisions	City of McCleary & ImageSource
Install ILINX Software on Servers	City of McCleary & ImageSource
Configure ILINX Content Store Applications (3) and ILINX Retention Management Jobs (3)	ImageSource
Training	City of McCleary & ImageSource
Test Solution	City of McCleary & ImageSource
Go Live and Rollout Support	City of McCleary & ImageSource
Create System Summary Document for City of McCleary	ImageSource
Review System Summary/Support Process with City of McCleary Administrator	City of McCleary & ImageSource
Project Close	ImageSource

PROJECT LEVEL ASSUMPTIONS & RISKS

CITY OF MCCLEARY ASSUMPTIONS AND RISKS

See individual Deliverables for information specific to a given Deliverable.

Assumptions

- It is expected that the ILINX Project will use out-of-the-box capabilities in ILINX Content Store and ILINX Retention Management.
- Any customizations needed outside the scope defined in this project would require a change order.
- There is sufficient bandwidth between the datacenter where the servers are located and all workstations in all locations throughout the enterprise environment to support the flow of data between all workstations and the servers at an acceptable level of performance.
- Rollout time listed is a maximum time. If a scheduled session takes less than the allotted time, the Customer can use extra hours during that session for questions and additional training on the topic.

General Work Assumptions and Conditions:

- The scheduled professional services work will be a combination of WebEx and off-site activities and tasks performed during normal business hours of Monday through Friday, from 8:00 AM to 5:00 PM Pacific Time, excluding holidays; requests for after-hours work may involve an additional cost.
- City of McCleary support will provide remote administrative level access for ImageSource to all systems as necessary during the project engagement.
- ImageSource will have access to IT and Business Subject Matter Experts.
- City of McCleary is responsible for providing all test data and documents.

Project Management Assumptions and Conditions:

- City of McCleary will designate a Subject Matter Expert to be their primary liaison for scheduling all activities, communications, personnel and third-party stakeholders; this also includes the coordination or requests for the scheduling of ImageSource personnel to perform remote work activities and tasks.
- City of McCleary will make available SMEs from both IT and business units and will make best efforts to respond in a timely manner to requests for information, support, networking issues, business issues, etc. for the duration of the Project Engagement.
- The City Project Manager or Project Lead will handle all change management related activities internally with the IT department and the end-user community for the duration of the Project Engagement.
- The City project, IT and business units will work jointly with the ImageSource project team on all system and acceptance testing criteria.
- Standard ImageSource Project Management processes for Deliverable Acceptance, Billing, and the Standard Change Order Request Process apply to this project.
- Any additional integrations with other line-of-business systems will be a change order to this project and the City will incur additional costs.

Technology Assumptions and Conditions:

- ILINX Content Store applications will be limited to a quantity of three (3)
- ILINX Retention Management jobs will be limited to a quantity of three (3)
- City of McCleary workstations will meet hardware and operating system requirements published by software and hardware vendors; any software used in conjunction with the Project Engagement will use out-of-the-box capabilities except as specifically noted in this Project Charter and/or Express Project Plan; there is adequate physical storage for all temporary and permanent storage requirements of the Project Engagement; all other technology requirements will be met by the City to successfully execute the Project Engagement.

Risks

- ImageSource is not responsible for problems caused by anti-virus software, firewalls, SPAM filters or pop-up blockers; troubleshooting efforts for these issues will be added to the time-and-materials estimate(s).
- City of McCleary is responsible to ensure that workstations will meet hardware, operating system, and licensing requirements published for the ILINX products included in this engagement.
- City of McCleary will provide remote access to ImageSource to all systems as necessary during this engagement.

Description

Inability of City of McCleary staff to provide needed technical support or specific knowledge during implementation or post rollout in accordance with the project schedule.

Consequences

- The Project Schedule could be delayed.

Likelihood of Occurrence

- Medium

Mitigation

- ImageSource will be diligent in providing schedules and resource requirements in advance to give City of McCleary the most time possible to provide the resources or make alternate plans.
- ImageSource will monitor the support requirements and status throughout the project. In the event that this risk event occurs, it will be escalated to the Project Directors with options for resolution.
- Proactively schedule required project resources in advance so that they are available as needed for project planning and implementation activities.

Description

City of McCleary staff or ImageSource staff may not be available on short notice due to commitments to other projects (internal to the City of McCleary or with ImageSource).

Consequences

- Schedule delays

Likelihood of Occurrence

- Medium

Mitigation

- Project Managers will work proactively to coordinate the schedule and resource requirements with as much advance notice as possible.
- Key line staff for the project should proactively notify the Project Managers of any planned absences so that the Project Managers can plan schedules accordingly.

Description

The lack of a Development or Test environment represents a level of risk in terms of not being able to have a separate (separate from Production) environment to fully test and vet applications, or to allow users to test and train in prior to working in the Production environment.

Consequences

- Schedule impact

Likelihood of Occurrence

- Medium

Mitigation

There is no real mitigation of this risk other than to implement a Development or Test environment.

Description

Active Directory User Groups will be set up for individual access to their personal file. The City requested reusable groups. Mismanagement of groups, access, or search restrictions could result in an individual previewing a file they do not have access too.

Consequences

- Employee viewing a file they don't have permission to

Likelihood of Occurrence

- Low

Mitigation

- Create business processes to remove search restrictions for reusable groups upon termination of employment.

Description

Retention Jobs will be configured with multiple requirements incorporated into one job. When reviewing documents for destruction, the RM requirements may not be visible.

Consequences

- Employee viewing the documents will need to know the various retention requirements.
- Confusion on approving documents for destruction.

Likelihood of Occurrence

- High

Mitigation

- See if an option exists within the software to present the RM requirements.

Description

The City has certain document types that necessitate they are sent to Archives prior to destruction. This requires additional RM jobs and will be done in future phases. These documents will not present for destruction until the second job is built.

Consequences

- Retain documents no longer needed.

Likelihood of Occurrence

- High

Mitigation

- Develop plan to build the additional applications through training or future phases

Roles & Responsibilities

Following is a table showing project roles and responsibilities.

Area	ImageSource	City of McCleary
Hardware	<ul style="list-style-type: none"> ■ Not Applicable 	<ul style="list-style-type: none"> ■ Provide access to network that meets specification requirements. ■ Remote access as required. ■ Provide information and technical support as needed. ■ Client workstations ■ Web server
Software	<ul style="list-style-type: none"> ■ Provide the following ILINX software: <ul style="list-style-type: none"> - ILINX Content Store Server License - ILINX Content Store Concurrent User Licenses - ILINX Export Server License 	Provide other software needed to support the solution: <ul style="list-style-type: none"> ■ Operating system software ■ Microsoft IIS ■ Microsoft .NET client and server software

	- ILINX Retention Management Server License	
Network	Not Applicable	<ul style="list-style-type: none"> City of McCleary is responsible for network performance and connectivity between workstations and the ILINX servers. Remote access as required
Testing	Before user acceptance testing, test: <ul style="list-style-type: none"> Components (<i>standard</i>) End-to-end process 	Provide: <ul style="list-style-type: none"> Sample documents representative of common scenarios Participate in initial systems testing prior to User Acceptance Testing as required by ImageSource. User Acceptance Testing Timely response to scheduling and requests for information
Training	<ul style="list-style-type: none"> End User – up to four (4) hours onsite System Administration – up to four (4) hours onsite Training Documentation and Manuals are limited to the standard User and Technical guides that come with the products 	<ul style="list-style-type: none"> Provide room, video, web conferencing, etc. to adequately facilitate onsite and remote participation as needed and required. Change Management internally within the City (e.g. communications)
Documentation	<ul style="list-style-type: none"> Express Project Plan Project Schedule Status Report/Updates Standard ImageSource System Summary 	<ul style="list-style-type: none"> Participate in the Express Project Plan and schedule reviews Review and approve all documentation as required by ImageSource
Rollout Support	Provide up to eight (8) hours of remote or onsite rollout support depending on COVID status and remote workforce requirements	<ul style="list-style-type: none"> Have staff available to fully use the system during the rollout support period
Project Management	Standard ImageSource: <ul style="list-style-type: none"> Status Report/Updates Issues List Express Project Plan 	<ul style="list-style-type: none"> Workspace while onsite Teleconference lines as needed. Timely response to issues raised. Access to subject matter experts

COMMUNICATIONS PLAN

Standard Communications:

Standard communications will be made in email between the Project Managers for the City of McCleary and ImageSource. Additional team members will be copied on emails as deemed appropriate by the Project Managers. Project Team members can communicate with each other directly, however decisions need to be made through the Project Managers. Phone communications are fine when appropriate; however, email is the preferred method of communication.

Once the project begins work with both parties involved, City of McCleary would like to have a weekly check-in call for the joint project team. These meetings are scheduled for 30-minutes every Tuesday at 8:30am beginning on March 2, 2021

Status Reporting:

Status reporting will occur every week during project execution and will follow the standard ImageSource Status Report format. The report should be delivered following the status meetings with documented action items. Those reports will be delivered via email to the City of McCleary Project Manager (Todd Baun), the ImageSource Project Director and the ImageSource Account Representative. Internal distribution of the report within City of McCleary will be handled by the City of McCleary Project Manager. The interval of reporting may be adjusted at any point in the project at the discretion and mutual agreement of the Project Managers.

Escalations:

Issues that are not resolved at the Project Manager level will be escalated to the Project Director level on the ImageSource side and to Todd Baun, Director of Public Works on the City of McCleary side. Requests for escalations should be made either by phone or in writing through the respective Project Manager(s) for scheduling.

STATEMENT OF WORK

PROJECT	City of McCleary
DELIVERABLE 1	ILINX Content Management Project
	Project Plan Acceptance
ASSUMPTIONS	<ul style="list-style-type: none"> City of McCleary is responsible for determining the Retention requirements for the three Content Store Applications Scope includes three Content Store Applications Scope includes three Retention Management Jobs – one for each application. See project assumptions.
CITY OF MCCLEARY RESPONSIBILITIES	<ul style="list-style-type: none"> See Roles & Responsibilities Provide Retention Requirements for each document type Sign Deliverable Acceptance
RISKS	<ul style="list-style-type: none"> See project risks.
DELIVERABLE SCOPE	The scope of this Deliverable is the development of three ILINX Content Store Applications configured with one Retention Management job per application

The scope of this project will deal with the creation on three ILINX Content Store Applications

- Creation of one (3) ILINX Content Store Applications:
 - Human Resource
 - Public Works
 - Administration
- Document Input - Scanning
 - Document Separation – Document scanning will be configured utilizing separator sheets. The scanner will have the option to use manual separation if desired.
 - Contribution of documents that are electronic at origination.
- Index Fields
 - Documented per application
 - Enable Full Text Search for Each Content Store application
- Creation of one (3) ILINX Export Retention Management Jobs
 - Ability to Purge Records after designated time.
 - One Retention Management Job per Content Store Application
- ImageSource Configures Security Groups
- ImageSource Configures Search Restrictions
- Alpha Testing by ImageSource
- Document Capture Tests
 - Scanning through Web Client

- Electronic Input
- Document Indexing
 - Field Entry
 - Thumbnails
 - Document Functions
 - Page Functions
- Document Search
 - Metadata Criteria Search
 - Search Results Verification
- Document View
 - Document Retrieval
 - Viewer Functions
 - Built in Views
- Document Export
 - Export from Repository
 - Verification of Format
- Training
 - Computer Based Training (CBT) for both End User and Administrators.
 - Up to four (4) hours Administrator Training and four (4) hours End User Training
 - Training will include:
 - Software and solution overview
 - How to utilize the Search Capabilities for reporting requirements
 - Retention Management Configuration and user application
- Acceptance Testing by City of McCleary
- Rollout Support
 - Up to eight (8) hours onsite Rollout Support
- City of McCleary Deliverable Sign off

CONFIGURE ILINX CONTENT STORE APPLICATIONS

Human Resources

Index Fields

ILINX Content Store Index Fields (Human Resources)					
Field Name	Type	Length	Hidden	Required	Notes
Confidential Label	Text	12	False	False	Default - CONFIDENTIAL
Document Type	Picklist	n/a	False	True	
SSN	Integer	9	False	False	
LastName	Text	25	False	False	
FirstName	Text	15	False	False	
Date of Birth	Date	n/a	False	False	
Job Title	Picklist	n/a	False	False	
Exposure	Checkbox	n/a	False	True	True/False Default to False
DocumentDate	Date	n/a	False	False	
Date of Departure	Date	n/a	False	False	
Claim Close Date	Date	n/a	False	False	

RM_Tracking	Text	100	True	False	
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Pick List Definition

The table below identifies the pick list(s) for fields in the HUMAN RESOURCE Content Store Application

Field Name	Values
DOCUMENT TYPE*	<ul style="list-style-type: none"> ■ Applications ■ Deferred Comp ■ Department of Retirement ■ Employment Security ■ L&I Claims ■ OSHA Reports ■ Personnel files ■ Payroll ■ Payroll Benefit ■ Police Officers and Fire Fighters Injury Claims ■ Quarterly Reports ■ Time sheets ■ Training
JOB TITLE*	<ul style="list-style-type: none"> ■ Clerk-Treasurer ■ Councilmember ■ Deputy Clerk ■ Director of Public Works ■ Groundman ■ Lineman ■ Line Equipment Operator ■ Mayor ■ Park Maintenance ■ Police Chief ■ Police Clerk ■ Police Officer ■ Public Facilities Manager ■ Public Works Planning Assistant ■ Senior Lineman ■ Utility Accounts Manager ■ Utility Maintenance I ■ Utility Maintenance II ■ Utility Maintenance III ■ WWTP Manager ■ WWTP Operator

*If additional Document Types or Job Titles are identified during project testing, ImageSource will update the picklist with no additional costs to the City.

Security Configurations

The sections below define the security configurations to support the ILINX Content Store application Human Resource for this Deliverable.

Active Directory Content Store User Groups

The table below identifies all the MS Active Directory security groups being used for the imaging applications.

Group Name	Member (s)	General Description
ILINX_HR_VIEW	■	View only rights
ILINX_HR_Modify	■	View access, adding documents to the system and modifying index values for documents. Essentially full rights except Delete.
ILINX_HR_FULL	■	Full Rights including Delete.
ILINX_HR_USERA	■	
ILINX_HR_USERB	■	
ILINX_HR_USERC	■	
ILINX_HR_USERD	■	
ILINX_HR_USERE	■	
ILINX_HR_USERF	■	
ILINX_HR_USERG	■	
ILINX_HR_USERH	■	
ILINX_HR_USERI	■	
ILINX_HR_USERJ	■	
ILINX_HR_USERK	■	
ILINX_HR_USERL	■	
ILINX_HR_USERM	■	
ILINX_HR_USERN	■	
ILINX_HR_USERO	■	
ILINX_HR_USERP	■	
ILINX_HR_USERQ	■	
ILINX_HR_USERR	■	
ILINX_HR_USERS	■	
ILINX_HR_USERT	■	
ILINX_HR_USERU	■	
ILINX_HR_USERV	■	
ILINX_HR_USERW	■	
ILINX_HR_USERX	■	
ILINX_HR_USERY	■	
ILINX_HR_USERZ	■	

Application Security Schema Configurations

The table below defines the specific security schema configurations for the imaging application(s) in this Deliverable. The rights are assigned to the imaging applications using the Microsoft Active Directory user groups listed in this Deliverable.

Application Permission	ILINX_HR_View	ILINX_HR_Modify	ILINX_HR_Full	ILINX_HR_USER A-Z	SYSTEM ADMIN
Can search for documents	Yes	Yes	Yes	Yes	Yes
Can see restricted index fields	No	No	Yes	No	Yes
Can update index field values	No	Yes	Yes	No	Yes
Can print document	No	No	Yes	No	Yes
Can email or download document	No	No	Yes	No	Yes
Can rotate document	No	Yes	Yes	No	Yes
Can discard other user checkouts	No	No	Yes	No	Yes
Can see comments	No	Yes	Yes	No	Yes
Can add to comments	No	Yes	Yes	No	Yes
Can see/edit personal notes	No	No	Yes	No	Yes
Can export index values	No	No	Yes	No	Yes
Can hide all non-redaction annotations	No	Yes	Yes	No	Yes
Can access offline	No	No	Yes	No	Yes
Can check documents in and out	No	Yes	Yes	No	Yes
Can delete document	No	No	Yes	No	Yes
Can modify document	No	Yes	Yes	No	Yes
Can see capture	Yes*	Yes*	Yes*	Yes*	Yes
Can see scanner dialog	Yes*	Yes*	Yes*	Yes*	Yes
Can see all versions	Yes*	Yes*	Yes*	Yes*	Yes

System Security Schema Configurations

The table below defines the specific security schema configurations for the system in this Deliverable. The rights are assigned to the imaging applications using the Microsoft Active Directory user groups listed in this Deliverable.

System Permission	ILINX_HR_View	ILINX_HR_Modify	ILINX_HR_Full	ILINX_HR_USER A-Z	SYSTEM ADMIN
Can modify repository	No	No	No	No	Yes
Can assign permissions	No	No	No	No	Yes

Annotation Security Schema Configuration

The table below defines the specific security schema configurations for annotations of the imaging application(s) in this Deliverable. The rights are assigned to the imaging applications using the same Microsoft Active Directory user groups that were used for configuring rights to the imaging application.

APPLICATION Annotation PERMISSIONS	ILINX_HR_View	ILINX_HR_Modify	ILINX_HR_Full	ILINX_HR_USER A-Z	SYSTEM ADMIN
REDACTION					
Can hide	No	No	Yes	No	Yes
Can add	No	No	Yes	No	Yes
Can delete	No	No	Yes	No	Yes
HIGHLIGHT					
Can see	No	Yes	Yes	No	Yes
Can add	No	Yes	Yes	No	Yes
Can delete	No	Yes	Yes	No	Yes
TEXT					
Can see	No	Yes	Yes	No	Yes
Can add	No	Yes	Yes	No	Yes
Can delete	No	Yes	Yes	No	Yes
LINE					
Can see	No	Yes	Yes	No	Yes
Can add	No	Yes	Yes	No	Yes
Can delete	No	Yes	Yes	No	Yes

Search Restrictions

The table below defines the specific security schema configurations for the restricted searches in this application. The rights are assigned using the Microsoft Active Directory user groups listed in this Deliverable.

And/or	Field	Operator	Value	Security Group
	FirstName	=	'Users First Name'	ILINX_HR_USER_A-Z
And	LastName	=	"Users Last Name"	

Retention Management for Human Resource

- Configure Retention Management Profile for Deletion of documents
 - Creation of one (1) ILINX Export Retention Management Job
 - Ability to Purge Records based on the criteria outlined in the Retention Management spreadsheet – CityofMcCleary_RetentionManagementRequirements_3-17-21.xlsx
 - Table below outlines index field and retention years.
 - "Date of Departure", "Document Date" or "Claim Close Date" Index field will be used to determine the Deletion Date for the retention requirement.
 - Approval Process
 - Configure the deletion job to run weekly.
 - ImageSource will provide training on how to approve/disapprove the Retention Management job
 - List of documents set for deletion will present to Wendy Collins for approval prior to deletion.

Retention Management Requirements by Document Type

Document Type	Index Date Field to Use for Retention Management	Retention Schedule
Personnel files	Date of Departure	6 years
Training	Date of Departure	6 years
Employee Medical and Exposure Records	Date of Departure	30 years
Time sheets	Date of Departure	60 years
Department of Retirement	Date of Departure	60 years
Police Officers and Fire Fighters injury claims	Date of Departure	60 years
Payroll	Document Date	6 years
Employment Security	Document Date	6 years

Applications	Document Date	4 years
Payroll Benefit	Document Date	4 years
Deferred Comp	Document Date	4 years
Quarterly Reports	Document Date	5 years
OSHA Reports	Document Date	5 years
L&I Claims	Claim Close Date	7 years

*If additional document types are identified during project testing, ImageSource will update the Retention Management Job with no additional costs to the City if the new document type does not present new RM requirements and/or jobs.

Public Works

Index Fields

ILINX Content Store Index Fields (Public Works)					
Field Name	Type	Length	Hidden	Required	Notes
Document Type	Picklist	n/a	False	True	
Document Date	Date	n/a	False	False	
Project Date	Date	n/a	False	False	
Grant Number	Text	15	False	False	
Project Name	Text	25	False	False	
Contract Type	Text	n/a	False	False	
Funding Source	Text	n/a	False	False	
Contractors	Text	30	False	False	
Permit\Project Number	Text	25	False	False	
Parcel Number	Text	15	False	False	
First Name	Text	25	False	False	
Last Name	Text	25	False	False	
House Number	Text	10	False	False	
Street Name	Text	15	False	False	
Street Type	Text	15	False	False	
Description	Text	100	False	False	
File Closing Date	Date	n/a	Fales	False	

RM_Tracking	Text	100	True	False	
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Pick List Definition

The table below identifies the pick list(s) for fields in the PUBLIC WORKS Content Store Application

Field Name	Values
DOCUMENT TYPE*	<ul style="list-style-type: none"> ■ Address/ Parcel ■ Certificate ■ Claim for Damages. ■ Construction-Related Document ■ Contract ■ Correspondence/Mailing ■ Drawing/Plan/Map ■ Grant ■ Notice ■ Plans ■ Project ■ Project Type ■ Report ■ Work Order

*If additional document types are identified during project testing, ImageSource will update the picklist with no additional costs to the City.

Security Configurations

The sections below define the security configurations to support the ILINX Content Store application PUBLIC WORKS for this Deliverable.

Active Directory Content Store User Groups

The table below identifies all the MS Active Directory security groups being used for the Content Store application.

Group Name	Member (s)	General Description
ILINX_PW_VIEW	■	View only rights
ILINX_PW_MODIFY	■	View access, adding documents to the system and modifying index values for documents. Essentially full rights except Delete.
ILINX_PW_FULL	■	Full Rights including Delete.

Application Security Schema Configurations

The table below defines the specific security schema configurations for the imaging application(s) in this Deliverable. The rights are assigned to the imaging applications using the Microsoft Active Directory user groups listed in this Deliverable.

Application Permission	ILINX_PW_View	ILINX_PW_Modify	ILINX_PW_Full	SYSTEM ADMIN
Can search for documents	Yes	Yes	Yes	Yes

Application Permission	ILINX_PW_View	ILINX_PW_Modify	ILINX_PW_Full	SYSTEM ADMIN
Can see restricted index fields	No	No	Yes	Yes
Can update index field values	No	Yes	Yes	Yes
Can print document	No	No	Yes	Yes
Can email or download document	No	No	Yes	Yes
Can rotate document	No	Yes	Yes	Yes
Can discard other user checkouts	No	No	Yes	Yes
Can see comments	No	Yes	Yes	Yes
Can add to comments	No	Yes	Yes	Yes
Can see/edit personal notes	No	No	Yes	Yes
Can export index values	No	No	Yes	Yes
Can hide all non-redaction annotations	No	Yes	Yes	Yes
Can access offline	No	No	Yes	Yes
Can check documents in and out	No	Yes	Yes	Yes
Can delete document	No	No	Yes	Yes
Can modify document	No	Yes	Yes	Yes
Can see capture	Yes*	Yes*	Yes*	Yes
Can see scanner dialog	Yes*	Yes*	Yes*	Yes
Can see all versions	Yes*	Yes*	Yes*	Yes

System Security Schema Configurations

The table below defines the specific security schema configurations for the system in this Deliverable. The rights are assigned to the imaging applications using the Microsoft Active Directory user groups listed in this Deliverable.

System Permission	ILINX_PW_View	ILINX_PW_Modify	ILINX_PW_Full	SYSTEM ADMIN
Can modify repository	No	No	No	Yes
Can assign permissions	No	No	No	Yes

Annotation Security Schema Configuration

The table below defines the specific security schema configurations for annotations of the imaging application(s) in this Deliverable. The rights are assigned to the imaging applications using the same Microsoft Active Directory user groups that were used for configuring rights to the imaging application.

APPLICATION Annotation PERMISSIONS	ILINX_PW_View	ILINX_PW_Modify	ILINX_PW_Full	SYSTEM ADMIN
REDACTION				
Can hide	No	No	Yes	Yes
Can add	No	No	Yes	Yes
Can delete	No	No	Yes	Yes
HIGHLIGHT				
Can see	No	Yes	Yes	Yes
Can add	No	Yes	Yes	Yes
Can delete	No	Yes	Yes	Yes
TEXT				
Can see	No	Yes	Yes	Yes
Can add	No	Yes	Yes	Yes
Can delete	No	Yes	Yes	Yes
LINE				
Can see	No	Yes	Yes	Yes
Can add	No	Yes	Yes	Yes
Can delete	No	Yes	Yes	Yes

Search Restrictions

The table below defines the specific security schema configurations for the restricted searches in this application. The rights are assigned using the Microsoft Active Directory user groups listed in this Deliverable.

And/or	Field	Operator	Value	Security Group
N/A				No Search Restrictions have been identified for this application

Retention Management for Public Works

- Configure Retention Management Profile for Deletion of documents
 - Creation of one (1) ILINX Export Retention Management Job
 - Ability to Purge Records based on the following criteria outlined in the Retention Management spreadsheet – CityofMcCleary_RetentionManagementRequirements_3-17-21.xlsx
 - Table below outlines index field and retention years.
 - “File Closing Date” and “Document Date” Index fields will be used to determine the Deletion Date for the retention requirement.
 - Approval Process
 - Configure these deletion jobs to run weekly
 - ImageSource will provide training on how to approve/disapprove the Retention Management job
 - List of documents set for deletion will present to Todd Baun for approval prior to deletion.
- A second Retention Management job will be required for Public Works Documents that have a requirement to go to Archives prior to destruction. This job will be accomplished at a later phase.

Retention Management Requirements by Document Type

Document Type	Index Date Field to Use for Retention Management	Retention Schedule
Notice	File Closing Date	6 years
Certificate	File Closing Date	6 years
Claim for Damages	File Closing Date	6 years
Construction-Related Document	File Closing Date	6 years
Contract	File Closing Date	6 years
Work Order	File Closing Date	6 years
Project	File Closing Date	6 years
Project Type	File Closing Date	6 years

Correspondence/Mailing	Document Date	2 years
Address/ Parcel		No Retention – Retain Forever
Drawing/Plan/Map		No Retention – Retain Forever
Plans		No Retention – Retain Forever

*If additional document types are identified during project testing, ImageSource will update the Retention Management Job with no additional costs to the City if the new document type does not present new RM requirements and/or jobs.

Retention Management Requirements – Requires Send to Archives prior to Destruction – Phase 2

The documents below will not be part of the first phase retention management. This requires a separate job and will be part of training or phase 2.

Document Type	Index Date Field to Use for Retention Management	Retention Schedule
Report	File Closing Date	6
Grant	File Closing Date	6

Administration

Index Fields

ILINX Content Store Index Fields (Administration)					
Field Name	Type	Length	Hidden	Required	Notes
Document Type	Picklist	n/a	False	True	
Document Date	Date	n/a	False	True	
Ordinance Number	Text	15	False	False	
Resolution Number	Text	15	False	False	
License Number	Text	15	False	False	
Organizational Body	Picklist	n/a	False	False	
Vendor Name (Determine what is needed for vendor/utility)	Text	25	False	False	Possible Database Lookup
Vendor Number	Text	15	False	False	Possible Database Lookup
Vendor Accounts Payable	Text	15	False	False	Possible Database Lookup
Utility Name	Text	25	False	False	Possible Database Lookup

Utility Number	Text	15	False	False	Possible Database Lookup
Utility Accounts Payable	Text	15	False	False	Possible Database Lookup
Description	Text	100	False	False	
RM_Tracking	Text	100	True	False	

- Vendor and Utility fields may utilize Database lookups. Will be determined during project if this is feasible.

Pick List Definition

The table below identifies the pick list(s) for fields in the ADMINISTRATION Content Store Application

Field Name	Values
DOCUMENT TYPE*	<ul style="list-style-type: none"> ■ Accounts Payable ■ Agenda ■ Annual Financial Report ■ Building ■ Cemetery ■ Citizens Sign-up Sheet ■ Code Enforcement ■ Correspondence ■ Environmental ■ Hearings Examiner ■ Inventory ■ Legislation ■ Levy and Bond ■ License Application/Renewal ■ Meeting Packet ■ Minutes ■ Ordinances ■ Ordinance - Budget ■ Parks ■ Policy ■ Resolution ■ Surplus ■ Taxes ■ Training ■ Utility Accounts
ORGANIZATIONAL BODY*	<ul style="list-style-type: none"> ■ City Council ■ Committees ■

*If additional document types or Organizational Bodies are identified during project testing, ImageSource will update the picklist with no additional costs to the City.

Security Configurations

The sections below define the security configurations to support the ILINX Content Store application ADMINISTRATION for this Deliverable.

Active Directory Content Store User Groups

The table below identifies all the MS Active Directory security groups being used for the Content Store application.

Group Name	Member (s)	General Description
ILINX_ADMIN_VIEW	■	View only rights
ILINX_ADMIN_MODIFY	■	View access, adding documents to the system and modifying index values for documents. Essentially full rights except Delete.
ILINX_ADMIN_FULL	■	Full Rights including Delete.

Application Security Schema Configurations

The table below defines the specific security schema configurations for the imaging application(s) in this Deliverable. The rights are assigned to the imaging applications using the Microsoft Active Directory user groups listed in this Deliverable.

Application Permission	ILINX_ADMIN_View	ILINX_ADMIN_Modify	ILINX_ADMIN_Full	SYSTEM ADMIN
Can search for documents	Yes	Yes	Yes	Yes
Can see restricted index fields	No	No	Yes	Yes
Can update index field values	No	Yes	Yes	Yes
Can print document	No	No	Yes	Yes
Can email or download document	No	No	Yes	Yes
Can rotate document	No	Yes	Yes	Yes
Can discard other user checkouts	No	No	Yes	Yes
Can see comments	No	Yes	Yes	Yes
Can add to comments	No	Yes	Yes	Yes
Can see/edit personal notes	No	No	Yes	Yes
Can export index values	No	No	Yes	Yes
Can hide all non-redaction annotations	No	Yes	Yes	Yes

Application Permission	ILINX_ADMIN_View	ILINX_ADMIN_Modify	ILINX_ADMIN_Full	SYSTEM ADMIN
Can access offline	No	No	Yes	Yes
Can check documents in and out	No	Yes	Yes	Yes
Can delete document	No	No	Yes	Yes
Can modify document	No	Yes	Yes	Yes
Can see capture	Yes*	Yes*	Yes*	Yes
Can see scanner dialog	Yes*	Yes*	Yes*	Yes
Can see all versions	Yes*	Yes*	Yes*	Yes

System Security Schema Configurations

The table below defines the specific security schema configurations for the system in this Deliverable. The rights are assigned to the imaging applications using the Microsoft Active Directory user groups listed in this Deliverable.

System Permission	ILINX_ADMIN_View	ILINX_ADMIN_Modify	ILINX_ADMIN_Full	SYSTEM ADMIN
Can modify repository	No	No	No	Yes
Can assign permissions	No	No	No	Yes

Annotation Security Schema Configuration

The table below defines the specific security schema configurations for annotations of the imaging application(s) in this Deliverable. The rights are assigned to the imaging applications using the same Microsoft Active Directory user groups that were used for configuring rights to the imaging application.

APPLICATION Annotation PERMISSIONS	ILINX_ADMIN_View	ILINX_ADMIN_Modify	ILINX_ADMIN_Full	SYSTEM ADMIN
REDACTION				
Can hide	No	No	Yes	Yes
Can add	No	No	Yes	Yes
Can delete	No	No	Yes	Yes
HIGHLIGHT				
Can see	No	Yes	Yes	Yes

APPLICATION Annotation PERMISSIONS	ILINX_ADMIN_View	ILINX_ADMIN_Modify	ILINX_ADMIN_Full	SYSTEM ADMIN
Can add	No	Yes	Yes	Yes
Can delete	No	Yes	Yes	Yes
	TEXT			
Can see	No	Yes	Yes	Yes
Can add	No	Yes	Yes	Yes
Can delete	No	Yes	Yes	Yes
	LINE			
Can see	No	Yes	Yes	Yes
Can add	No	Yes	Yes	Yes
Can delete	No	Yes	Yes	Yes

Search Restrictions

The table below defines the specific security schema configurations for the restricted searches in this application. The rights are assigned using the Microsoft Active Directory user groups listed in this Deliverable.

And/or	Field	Operator	Value	Security Group
N/A				No Search Restrictions have been identified for this application

Retention Management for Public Works

- Configure Retention Management Profile for Deletion of documents
 - Creation of one (1) ILINX Export Retention Management Job
 - Ability to Purge Records based on the following criteria outlined in the Retention Management spreadsheet – CityofMcCleary_RetentionManagementRequirements_3-17-21.xlsx
 - “File Closing Date”, “Document Date”, File Closing Date” Index field will be used to determine the Deletion Date for the retention requirement.
 - Approval Process
 - Configure these deletion jobs to run weekly
 - ImageSource will provide training on how to approve/disapprove the Retention Management job
 - List of documents set for deletion will present to Todd Baun and Wendy Collins for approval prior to deletion.
- A second Retention Management job will be required for Administration Documents that have a requirement to go to Archives prior to destruction. This job will be accomplished at a later phase.

Retention Management Requirements by Document Type

Document Type	Index Date Field to Use for Retention Management	Retention Schedule
Code Enforcement	File Closing Date	6 years

Surplus	File Closing Date	6 years
License Application/Renewal	Document Date	10 years
Correspondence	Document Date	6 years
Accounts Payable	Document Date	6 years
Taxes	Document Date	6 years
Training	Document Date	6 years
Utility Accounts	Document Date	6 years
Resolution		No Retention – Retain Forever
Ordinances		No Retention – Retain Forever
Cemetery		No Retention – Retain Forever
Ordinance - Budget		No Retention – Retain Forever

*If additional document types are identified during project testing, ImageSource will update the Retention Management Job with no additional costs to the City if the new document type does not present new RM requirements and/or jobs.

Retention Management Requirements – Requires Send to Archives Prior to Destruction – Phase 2

The documents below will not be part of the first phase retention management. This requires a separate job and will be part of training or phase 2.

Document Type	Index Date Field to Use for Retention Management	Retention Schedule
Agenda	Document Date	6 years
Annual Financial Report	Document Date	3 years
Building	Document Date	10 years
Citizens Sign-up Sheet	Document Date	6 years
Inventory	Document Date	4 years
Meeting Packet	Document Date	6 years
Minutes	Document Date	6 years
Environmental	File Closing Date	10 years
Hearings Examiner	File Closing Date	6 years

Legislation	File Closing Date	3 years
Levy and Bond	File Closing Date	6 years
Parks	File Closing Date	6 years
Policy	File Closing Date	3 years

HIGH-LEVEL PROJECT SCHEDULE FOR CITY OF MCCLEARY CONTENT STORE PROJECT

No.	Deliverable	Start Date	Target End date
1	Project Plan Creation	2/11/21	4/16/21
2	Download ILINX Software	4/19/21	4/23/21
	Install ILINX Software	4/19/21	4/23/21
3	Creation of three ILINX Content Store Applications	4/26/21	4/30/21
	Configure Security Groups and Permissions	4/26/21	4/30/21
4	Creation of three ILINX Export Retention Management Jobs	5/3/21	5/7/21
4	Provide City of McCleary Team with access to Content Store CBT Training	5/3/21	5/7/21
5	Alpha Testing by ImageSource	5/10/21	5/14/21
6	WebEx Training on new applications for City of McCleary Staff	5/17/21	5/21/21
7	Acceptance testing by the City of McCleary	5/24/21	6/4/21
8	Clear out production environment of all test data	6/4/21	6/4/21
9	Go-Live and Roll-out Support	6/7/21	6/9/21

PROJECT COST DETAILS

The tables below contain the project cost details associated with this project.

COSTING AND BILLING NOTES

Services will be billed upon project plan and solution development completion and acceptance.
Required sales tax will be added to amounts for product and services.

Project Cost Summary

The table below identifies billing deliverables included in this engagement.

Software Installation and Project Plan approval	\$14,300.00
---	-------------

Solution Development	\$10,340.00
Totals	\$24,640.00

Billing Method: *Deduct from ProSAM* ☐ *Invoice Customer* ☒

Customer Purchase Order Number	P20196384
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PROJECT PLAN APPROVAL

The City of McCleary certifies upon signing that this Project Plan has been reviewed and accepted and that it accurately reflects the goals, scope and totality of the project. It will serve as the base-line document for the Change Control process.

Brenda Orffer

City of McCleary
(Authorized Person Name)

(SIGNATURE)

(DATE)

Debbie Horton

ImageSource, Inc.
(Authorized Person Name)

(SIGNATURE)

TBD/TBD
(DATE)

PROJECT ACCEPTANCE

Client Project	City of McCleary ILINX Content Management Project
ImageSource has completed the ILINX Content Store Applications outlined in the Statement of Work above?	
ImageSource has completed the ILINX Retention Management Jobs outlined in the Statement of Work above?	

Deficiencies

If any of the tests result in a “No” response, list the deficiency in the space following.

The testing procedures listed for this deliverable have been completed and deemed successful.

Brenda Orffer

City of McCleary
(Authorized Person Name)

(SIGNATURE)

TBD/TBD
(DATE)

Debbie Horton

ImageSource, Inc.
(Authorized Person Name)

(SIGNATURE)

TBD/TBD
(DATE)

2021 BUDGET POSITION

City Of McCleary

Time: 07:51:41 Date: 04/0

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001 Current Expense 01/01/2021 To: 12/31/2021

Revenues	Amt Budgeted	Revenues	Remaining
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330 State Generated Revenues

333 25 50 119 COVID-19 Reimbursements	0.00	0.00	0.00	0.0%
330 State Generated Revenues	0.00	0.00	0.00	0.0%

Fund Revenues:	0.00	0.00	0.00	0.0%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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511 Legislative

511 60 10 119 Legislative - Salaries And Wages	0.00	0.00	0.00	0.0%
511 60 20 119 Legislative - Personnel Benefits	0.00	0.00	0.00	0.0%
511 60 31 119 Legislative - Office & Operating Supplies	0.00	0.00	0.00	0.0%
511 Legislative	0.00	0.00	0.00	0.0%

513 Executive

513 10 10 119 Executive - Salaries And Wages	0.00	0.00	0.00	0.0%
513 10 20 119 Executive - Personnel Benefits	0.00	0.00	0.00	0.0%
513 10 31 119 Executive - Office & Operating Supplies	0.00	0.00	0.00	0.0%
513 10 41 119 Executive - Professional Services	0.00	0.00	0.00	0.0%
513 10 42 119 Communications - Executive	0.00	114.74	(114.74)	0.0%
513 Executive	0.00	114.74	(114.74)	0.0%

514 Administration

514 10 10 119 Finance/Adminstration Salaries And Wages	0.00	0.00	0.00	0.0%
514 20 20 119 Finance/Admin Personnel Benefits	0.00	0.00	0.00	0.0%
514 20 31 119 Finance/Administration Supplies	0.00	95.61	(95.61)	0.0%
514 20 41 119 Finance/Admin Professional Services	0.00	467.23	(467.23)	0.0%
514 20 42 119 Finance/Administration Communications	0.00	1,415.56	(1,415.56)	0.0%
514 20 44 119 Finance/Administration Misc. Dues	0.00	0.00	0.00	0.0%
514 20 45 119 Finance/ Administration Rental/Lease Equipment	0.00	498.06	(498.06)	0.0%
514 20 46 119 Finance/Administration Advertising	0.00	495.70	(495.70)	0.0%
514 Administration	0.00	2,972.16	(2,972.16)	0.0%

515 Legal Services

515 30 41 119 Professional Service - Shredding	0.00	125.80	(125.80)	0.0%
515 Legal Services	0.00	125.80	(125.80)	0.0%

518 Central Services

518 30 41 119 General Government Professional Services/Cleaning	0.00	655.50	(655.50)	0.0%
518 30 42 119 General Government Professional Services	0.00	0.00	0.00	0.0%
518 40 31 119 General Government Supplies-general	0.00	0.00	0.00	0.0%
518 Central Services	0.00	655.50	(655.50)	0.0%

2021 BUDGET POSITION

City Of McCleary

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001 Current Expense

01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining
521 Law Enforcement			
521 20 10 119 Police Benefit Exchange	0.00	0.00	0.00 0.0%
521 20 11 119 Police Salaries & Wages	0.00	0.00	0.00 0.0%
521 20 20 119 Police Personnel Benefits	0.00	0.00	0.00 0.0%
521 20 23 119 Covid LEOFF1 Retirees Benefits	0.00	0.00	0.00 0.0%
521 20 30 119 Police Fuel	0.00	2,026.69	(2,026.69) 0.0%
521 20 31 119 Police Supplies	0.00	0.00	0.00 0.0%
521 20 41 119 Police Professional Services	0.00	55.00	(55.00) 0.0%
521 20 42 119 Police Communications	0.00	705.28	(705.28) 0.0%
521 20 45 119 Police Rental/Lease Equipment	0.00	468.42	(468.42) 0.0%
521 Law Enforcement	0.00	3,255.39	(3,255.39) 0.0%

522 Fire Control

522 20 10 119 Fire - Salaries And Wages	0.00	0.00	0.00 0.0%
522 20 20 119 Fire - Personnel Benefits	0.00	0.00	0.00 0.0%
522 20 31 119 Fire - Supplies - Operating	0.00	1,110.41	(1,110.41) 0.0%
522 20 32 119 Fire Fuel	0.00	0.00	0.00 0.0%
522 20 41 119 Fire - Professional Services	0.00	0.00	0.00 0.0%
522 20 42 119 Fire Communications	0.00	31.54	(31.54) 0.0%
522 20 47 119 Fire Public Utility Serv.(City)	0.00	403.95	(403.95) 0.0%
522 70 10 119 Ambulance - Salaries And Wages	0.00	0.00	0.00 0.0%
522 70 20 119 Ambulance - Personnel Benefits	0.00	0.00	0.00 0.0%
522 70 31 119 Ambulance - Operating Supplies	0.00	0.00	0.00 0.0%
522 70 42 119 Ambulance - Communications	0.00	1.68	(1.68) 0.0%
522 70 44 119 Ambulance Advertising	0.00	0.00	0.00 0.0%
522 Fire Control	0.00	1,547.58	(1,547.58) 0.0%

524 Protective Inspections

524 20 10 119 Building - Salaries And Wages	0.00	0.00	0.00 0.0%
524 20 20 119 Building - Personnel Benefits	0.00	0.00	0.00 0.0%
524 20 31 119 Building - Operating Supplies	0.00	0.00	0.00 0.0%
524 20 41 119 Building - Professional Services	0.00	327.76	(327.76) 0.0%
524 20 42 119 Current Expense Communications	0.00	41.98	(41.98) 0.0%
524 20 50 119 Building Dept. Rental/Lease Equipment	0.00	55.92	(55.92) 0.0%
524 Protective Inspections	0.00	425.66	(425.66) 0.0%

536 Cemetery

536 20 10 119 Cemetery - Salaries & Wages-Cemetery	0.00	0.00	0.00 0.0%
536 20 20 119 Cemetery - Personnel Benefits-Cemetery	0.00	0.00	0.00 0.0%
536 20 31 119 Cemetery - Operating Supplies	0.00	1.51	(1.51) 0.0%
536 20 41 119 Cemetery - Professional Services	0.00	466.99	(466.99) 0.0%
536 20 42 119 Cemetery Communications	0.00	0.13	(0.13) 0.0%
536 20 48 119 Cemetery Repair & Maintenance	0.00	0.00	0.00 0.0%
536 Cemetery	0.00	468.63	(468.63) 0.0%

576 Park Facilities

576 80 10 119 Park Facilities - Salaries & Wages - Park Facilities	0.00	0.00	0.00 0.0%
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2021 BUDGET POSITION

City Of McCleary

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001 Current Expense

01/01/2021 To: 12/31/2021

Expenditures		Amt Budgeted	Expenditures	Remaining	
576 Park Facilities					
576 80 20 119	Park Facilities - Personnel Benefits - Park Facilities	0.00	0.00	0.00	0.0%
576 80 31 119	Park Facilities - Operating Supplies	0.00	60.99	(60.99)	0.0%
576 80 41 119	Park Facilities - Professional Services	0.00	991.58	(991.58)	0.0%
576 80 42 119	Park Facilities - Communications	0.00	577.71	(577.71)	0.0%
576 80 47 119	Park Facilities - Utilities Services	0.00	156.99	(156.99)	0.0%
576 80 48 119	Park Facilities Repair & Maintenance	0.00	0.00	0.00	0.0%
576 Park Facilities		0.00	1,787.27	(1,787.27)	0.0%
594 Capital Expenditures					
594 14 64 119	Capital Outlay - Equipment-Admin	0.00	0.00	0.00	0.0%
594 21 62 119	Capital Outlay - Building - Police Remodel	0.00	0.00	0.00	0.0%
594 36 63 119	Cemetery - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 76 63 119	Park Facilities - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
Fund Expenditures:		0.00	11,352.73	(11,352.73)	0.0%
Fund Excess/(Deficit):		0.00	(11,352.73)		

2021 BUDGET POSITION

City Of McCleary

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102 Street Fund

01/01/2021 To: 12/31/2021

Expenditures		Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance					
542 30 10 119	Streets - Salaries And Wages	0.00	0.00	0.00	0.0%
542 30 20 119	Streets - Personnel Benefits	0.00	0.00	0.00	0.0%
542 30 31 119	Streets - Supplies	0.00	100.63	(100.63)	0.0%
542 30 42 119	Streets Communications	0.00	2.94	(2.94)	0.0%
542 30 45 119	Streets Rental/lease Equipment	0.00	83.70	(83.70)	0.0%
542 30 48 119	Streets Repair & Maintenance	0.00	0.00	0.00	0.0%
542 31 41 119	Streets - Professional Services	0.00	926.98	(926.98)	0.0%
542 Streets - Maintenance		0.00	1,114.25	(1,114.25)	0.0%
594 Capital Expenditures					
595 30 62 119	Streets - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
Fund Expenditures:		0.00	1,114.25	(1,114.25)	0.0%
Fund Excess/(Deficit):		0.00	(1,114.25)		

2021 BUDGET POSITION

City Of McCleary

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401 Light And Power Fund

01/01/2021 To: 12/31/2021

Expenditures		Amt Budgeted	Expenditures	Remaining	
533 Electric & Gas Utilities					
533 80 10 119	Light & Power - Salaries And Wages	0.00	0.00	0.00	0.0%
533 80 20 119	Light & Power - Personnel Benefits	0.00	0.00	0.00	0.0%
533 80 31 119	Light & Power - Operating Supplies	0.00	511.14	(511.14)	0.0%
533 80 41 119	Light & Power - Professional Services	0.00	1,728.92	(1,728.92)	0.0%
533 80 42 119	Light & Power Communications	0.00	960.48	(960.48)	0.0%
533 80 44 119	Light & Power Advertising	0.00	0.00	0.00	0.0%
533 80 45 119	Light & Power Rental/lease Equipment	0.00	83.94	(83.94)	0.0%
533 80 48 119	Light & Power - Repair And Maintenance	0.00	0.00	0.00	0.0%
533 Electric & Gas Utilities		0.00	3,284.48	(3,284.48)	0.0%
594 Capital Expenditures					
594 33 64 119	Capital Outla - Equipment L&P	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
Fund Expenditures:		0.00	3,284.48	(3,284.48)	0.0%
Fund Excess/(Deficit):		0.00	(3,284.48)		

2021 BUDGET POSITION

City Of McCleary

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405 Water Fund

01/01/2021 To: 12/31/2021

Expenditures	Amt Budgeted	Expenditures	Remaining
534 Water Utilities			
534 70 10 119 Water - Salaries And Wages	0.00	0.00	0.00 0.0%
534 70 20 119 Water - Personnel Benefits	0.00	0.00	0.00 0.0%
534 70 31 119 Water - Operating-supplies	0.00	548.39	(548.39) 0.0%
534 70 41 119 Water - Professional Services	0.00	1,241.67	(1,241.67) 0.0%
534 70 42 119 Water Communications	0.00	850.46	(850.46) 0.0%
534 70 44 119 Water Advertising	0.00	0.00	0.00 0.0%
534 70 45 119 Water Rental/lease Equipment	0.00	83.88	(83.88) 0.0%
534 70 48 119 Water Repair And Maintenance	0.00	0.00	0.00 0.0%
534 70 49 119 Water Miscellaneous Training	0.00	0.00	0.00 0.0%
534 Water Utilities	0.00	2,724.40	(2,724.40) 0.0%

594 Capital Expenditures

594 34 63 119 Water - Capital Outlay Building	0.00	0.00	0.00 0.0%
594 34 64 119 Capital Outlay - Equipment Water	0.00	0.00	0.00 0.0%
594 Capital Expenditures	0.00	0.00	0.00 0.0%

Fund Expenditures:	0.00	2,724.40	(2,724.40) 0.0%
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Fund Excess/(Deficit):	0.00	(2,724.40)
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2021 BUDGET POSITION

City Of McCleary

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407 Sewer Fund

01/01/2021 To: 12/31/2021

Revenues	Amt Budgeted	Revenues	Remaining
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330 State Generated Revenues

333 25 51 119	COVID-19 Reimbursements	0.00	0.00	0.00	0.0%
330 State Generated Revenues		0.00	0.00	0.00	0.0%

Fund Revenues:	0.00	0.00	0.00	0.0%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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535 Sewer

535 70 10 119	Sewer - Salaries And Wages	0.00	0.00	0.00	0.0%
535 70 20 119	Sewer - Personnel Benefits	0.00	0.00	0.00	0.0%
535 70 31 119	Sewer - Operating Supplies	0.00	9,517.39	(9,517.39)	0.0%
535 70 41 119	Sewer - Professional Services	0.00	5,068.80	(5,068.80)	0.0%
535 70 42 119	Sewer Communications	0.00	1,216.45	(1,216.45)	0.0%
535 70 44 119	Sewer Advertising	0.00	0.00	0.00	0.0%
535 70 45 119	Sewer Rental/lease Equipment	0.00	83.88	(83.88)	0.0%
535 70 48 119	Sewer Repair And Maintenance	0.00	0.00	0.00	0.0%
535 Sewer		0.00	15,886.52	(15,886.52)	0.0%

594 Capital Expenditures

594 35 63 119	Sewer - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%

Fund Expenditures:	0.00	15,886.52	(15,886.52)	0.0%
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Fund Excess/(Deficit):	0.00	(15,886.52)
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2021 BUDGET POSITION

City Of McCleary

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409 Storm Water Fund

01/01/2021 To: 12/31/2021

Expenditures		Amt Budgeted	Expenditures	Remaining	
531 Natural Resources					
531 70 10 119	Storm Water - Salaries And Wages	0.00	0.00	0.00	0.0%
531 70 20 119	Storm Water - Personnel Benefits	0.00	0.00	0.00	0.0%
531 70 31 119	Storm Water - Operating Supplies	0.00	111.61	(111.61)	0.0%
531 70 38 119	Storm Water Rental/Lease Equipment	0.00	83.88	(83.88)	0.0%
531 70 41 119	Storm Water - Professional Services	0.00	762.59	(762.59)	0.0%
531 70 42 119	Stormwater Communications	0.00	13.85	(13.85)	0.0%
531 70 44 119	Stormwater Advertising	0.00	0.00	0.00	0.0%
531 70 48 119	Stormwater Vehicle & Equipment Repair & Maintenance	0.00	0.00	0.00	0.0%
531 Natural Resources		0.00	971.93	(971.93)	0.0%
594 Capital Expenditures					
594 31 62 119	Storm Water - Capital Outlay Building	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
Fund Expenditures:		0.00	971.93	(971.93)	0.0%
Fund Excess/(Deficit):		0.00	(971.93)		

2021 BUDGET POSITION TOTALS

City Of McCleary

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense	0.00	0.00	0.0%	0.00	11,352.73	0%
102 Street Fund	0.00	0.00	0.0%	0.00	1,114.25	0%
401 Light And Power Fund	0.00	0.00	0.0%	0.00	3,284.48	0%
405 Water Fund	0.00	0.00	0.0%	0.00	2,724.40	0%
407 Sewer Fund	0.00	0.00	0.0%	0.00	15,886.52	0%
409 Storm Water Fund	0.00	0.00	0.0%	0.00	971.93	0%
	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>35,334.31</u>	<u>0.0%</u>