



McCleary Regular City Council Meeting

Wednesday, March 05, 2025 – 6:30 PM

McCleary Community Building & Zoom Virtual Meeting

Agenda

Join Zoom Meeting

<https://us06web.zoom.us/j/89637345127>

Meeting ID: 896 3734 5127
253-215-8782

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

Public Comment - Agenda Items Only

1. *Public comment is limited to a maximum of three minutes per person. Please refrain from interrupting the speaker. Your comments should be respectful and courteous. If, at any time, the dialogue does not meet these criteria, a citizen will be asked to stop public comment. Please note that this is for comment only, and the council or staff cannot engage in conversations with the public.*

Consent Agenda

2. *The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a councilmember.*
 - i Approval of checks/vouchers/disbursements numbers 54334 to 54371 Including EFTs in the amount of \$52,771.12
 - ii Approval of payroll disbursements for February 2025 in the amount of \$150,983.67 (Period 02/01-02/15 2025, \$94,940.08 for 02/20/25 payroll, Period 02/16-02/28 2025, \$56,043.59 for 03/05/25 payroll.)
3. [December 11, 2024 Minutes](#)
4. [December 18, 2024 Minutes](#)
5. [December 23, 2024 Minutes](#)
6. [January 08, 2025 Minutes](#)
7. [January 22, 2025 Minutes](#)
8. [February 12, 2025 Minutes](#)
9. [February 20, 2025 Minutes](#)
10. [February 26, 2025 Minutes](#)

Updates

11. [Staff Reports - Water & Wastewater, Public Works, Police, Finance, Light & Power, Building Dept.](#)

New Business

Please turn off Cell Phones- Thank you

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

Old Business

[12.](#) TIB Chip Seal - Jon Martin

Ordinances and Resolutions

Public Comment - City Business Only

13. *Public comment is limited to a maximum of three minutes per person.*

Please refrain from interrupting the speaker. Your comments should be respectful and courteous. If, at any time, the dialogue does not meet these criteria, a citizen will be asked to stop public comment.

Please note that this is for comment only, and the council or staff cannot engage in conversations with the public.

Executive Session

Council Comments

City Administrator Comments

Adjourn

Please turn off Cell Phones- Thank you

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City Of McCleary

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| Trans | Date | Redeemed | Acct # | Chk # | Type | Receipt # InterFund # | Vendor | Amount | Memo |
|------------|-------------------|-----------------------------|----------|------------|----------------------|--------------------------|-------------------------|------------------|----------------------|
| 976 | 02/25/2025 | | 1 | EFT | Claims | | City of McCleary | 15,202.59 | Utility Bills |
| | 521 20 47 000 | Public Utility Serv.(city) | | 001 | Current Expense | | | 663.49 | |
| | 522 20 47 000 | Public Utility Serv.(city) | | 001 | Current Expense | | | 131.52 | |
| | 531 70 47 009 | Water Utilities - Utility | | 409 | Storm Water Fund | | | 146.56 | |
| | 533 80 47 000 | Public Utility Service (c | | 401 | Light And Power Fund | | | 1,838.27 | |
| | 534 70 47 000 | Public Utility Service (c | | 405 | Water Fund | | | 2,445.98 | |
| | 535 70 47 001 | Public Utility Service (c | | 407 | Sewer Fund | | | 7,948.54 | |
| | 542 30 47 000 | Public Utility Serv. (city | | 102 | Street Fund | | | 708.46 | |
| | 572 50 40 000 | Libraries - Utilites & OI | | 001 | Current Expense | | | 462.56 | |
| | 575 30 47 000 | Other Facility Utilities-1 | | 001 | Current Expense | | | 23.24 | |
| | 576 80 47 000 | Park Facilities - Utility S | | 001 | Current Expense | | | 833.97 | |

| Acct Pay# | Amount | PO's Paid |
|-----------|-----------|-----------|
| 32928 | 15,202.59 | |

| | | | | | | | | | |
|------------|-------------------|--------------------|----------|--------------|----------------------|--|----------------------------------|--------------|-------------------------|
| 979 | 02/25/2025 | | 1 | 54334 | Claims | | Aberdeen Office Equipment | 19.59 | Office documents |
| | 514 20 31 010 | Supplies-f & A | | 001 | Current Expense | | | 2.55 | |
| | 531 70 31 006 | Operating Supplies | | 409 | Storm Water Fund | | | 0.39 | |
| | 533 80 31 000 | Operating Supplies | | 401 | Light And Power Fund | | | 9.80 | |
| | 534 70 31 000 | Operating-supplies | | 405 | Water Fund | | | 3.53 | |
| | 535 70 31 004 | Operating Supplies | | 407 | Sewer Fund | | | 3.13 | |
| | 542 30 31 000 | Supplies | | 102 | Street Fund | | | 0.19 | |

| Acct Pay# | Amount | PO's Paid |
|-----------|--------|-----------|
| 32953 | 19.59 | |

| | | | | | | | | | |
|------------|-------------------|--------------------|----------|--------------|----------------------|--|-----------------------------|---------------|---|
| 980 | 02/25/2025 | | 1 | 54335 | Claims | | Amazon Capital Svcs. | 482.96 | File folders, mouse pads, usb adapter; Stapler; City hall office supplies; Paper; Pink lotion soap |
| | 514 20 31 010 | Supplies-f & A | | 001 | Current Expense | | | 15.76 | |
| | 531 70 31 006 | Operating Supplies | | 409 | Storm Water Fund | | | 2.42 | |
| | 533 80 31 000 | Operating Supplies | | 401 | Light And Power Fund | | | 60.60 | |
| | 534 70 31 000 | Operating-supplies | | 405 | Water Fund | | | 21.82 | |
| | 535 70 31 004 | Operating Supplies | | 407 | Sewer Fund | | | 19.39 | |
| | 542 30 31 000 | Supplies | | 102 | Street Fund | | | 1.21 | |
| | 514 20 31 010 | Supplies-f & A | | 001 | Current Expense | | | 1.30 | |
| | 531 70 31 006 | Operating Supplies | | 409 | Storm Water Fund | | | 0.20 | |
| | 533 80 31 000 | Operating Supplies | | 401 | Light And Power Fund | | | 5.01 | |
| | 534 70 31 000 | Operating-supplies | | 405 | Water Fund | | | 1.80 | |
| | 535 70 31 004 | Operating Supplies | | 407 | Sewer Fund | | | 1.60 | |
| | 542 30 31 000 | Supplies | | 102 | Street Fund | | | 0.10 | |
| | 514 20 31 010 | Supplies-f & A | | 001 | Current Expense | | | 8.40 | |
| | 531 70 31 006 | Operating Supplies | | 409 | Storm Water Fund | | | 1.29 | |
| | 533 80 31 000 | Operating Supplies | | 401 | Light And Power Fund | | | 32.31 | |

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| Trans | Date | Redeemed | Acct # | Chk # | Type | Receipt # InterFund # | Vendor | Amount | Memo |
|------------|-------------------|---------------|----------|--------------|---------------------------|--------------------------|----------------------------------|---------------|---|
| 984 | 02/25/2025 | | 1 | 54339 | Claims | | Bayview Building Material | 410.64 | Plugs; Cas iron sillcock PW; Cast iron sillcock PW credit invoice 6008-2212726; Lumber for community center doors; Yellow cord |
| | | 533 80 31 000 | | | Operating Supplies | 401 | Light And Power Fund | 44.06 | |
| | | 531 70 31 006 | | | Operating Supplies | 409 | Storm Water Fund | 2.66 | |
| | | 534 70 31 000 | | | Operating-supplies | 405 | Water Fund | 5.76 | |
| | | 535 70 31 004 | | | Operating Supplies | 407 | Sewer Fund | 4.61 | |
| | | 536 20 31 020 | | | Cemetery -Operating S | 001 | Current Expense | 0.25 | |
| | | 542 30 31 000 | | | Supplies | 102 | Street Fund | 0.86 | |
| | | 576 80 31 020 | | | Park Facilities - Operati | 001 | Current Expense | 0.26 | |
| | | 531 70 31 006 | | | Operating Supplies | 409 | Storm Water Fund | -2.66 | |
| | | 534 70 31 000 | | | Operating-supplies | 405 | Water Fund | -5.76 | |
| | | 535 70 31 004 | | | Operating Supplies | 407 | Sewer Fund | -4.61 | |
| | | 536 20 31 020 | | | Cemetery -Operating S | 001 | Current Expense | -0.25 | |
| | | 542 30 31 000 | | | Supplies | 102 | Street Fund | -0.86 | |
| | | 576 80 31 020 | | | Park Facilities - Operati | 001 | Current Expense | -0.26 | |
| | | 531 70 31 006 | | | Operating Supplies | 409 | Storm Water Fund | 59.67 | |
| | | 534 70 31 000 | | | Operating-supplies | 405 | Water Fund | 129.01 | |
| | | 535 70 31 004 | | | Operating Supplies | 407 | Sewer Fund | 103.21 | |
| | | 536 20 31 020 | | | Cemetery -Operating S | 001 | Current Expense | 5.64 | |
| | | 542 30 31 000 | | | Supplies | 102 | Street Fund | 19.35 | |
| | | 576 80 31 020 | | | Park Facilities - Operati | 001 | Current Expense | 5.64 | |
| | | 533 80 31 000 | | | Operating Supplies | 401 | Light And Power Fund | 44.06 | |

| Acct Pay# | Amount | PO's Paid |
|-----------|--------|-----------|
| 32932 | 44.06 | |
| 32971 | 14.40 | |
| 32972 | -14.40 | |
| 32996 | 322.52 | |
| 32997 | 44.06 | |

| | | | | | | | | | |
|------------|-------------------|---------------|----------|--------------|-----------------------|-----|--------------------|--------------|-----------------------------------|
| 985 | 02/25/2025 | | 1 | 54340 | Claims | | Randy Bunch | 48.00 | Reimbursement - car washes |
| | | 521 20 41 000 | | | Professional Services | 001 | Current Expense | 48.00 | |

| Acct Pay# | Amount | PO's Paid |
|-----------|--------|-----------|
| 32974 | 48.00 | |

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|------------|-------------------|---------------|----------|--------------|-----------------------|-----|--------------------|---------------|--|
| 986 | 02/25/2025 | | 1 | 54341 | Claims | | CINTAS FIRE | 438.08 | Extinguisher inspection - Sewer |
| | | 534 70 41 000 | | | Professional Services | 405 | Water Fund | 219.04 | |
| | | 535 70 41 007 | | | Professional Services | 407 | Sewer Fund | 219.04 | |

| Acct Pay# | Amount | PO's Paid |
|-----------|--------|-----------|
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|------------|-------------------|---|----------|--------------------------|---------------|--------------------------|----------------------------|-----------------|---|
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | 32980 | | 438.08 | | | | | |
| 987 | 02/25/2025 | | 1 | 54342 | Claims | | Cascade Natural Gas | 391.32 | CC ACCT: 114 241 0000 3; Fire Dept ACCT: 334 241 0000 7; Kitchen ACCT: 114 241 000 3 |
| | | 576 80 47 000 Park Facilities - Utility S | | 001 Current Expense | | | | 16.97 | |
| | | 522 20 47 000 Public Utility Serv.(city) | | 001 Current Expense | | | | 360.57 | |
| | | 576 80 47 000 Park Facilities - Utility S | | 001 Current Expense | | | | 13.78 | |
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | 32934 | | 16.97 | | | | | |
| | | 32935 | | 360.57 | | | | | |
| | | 32936 | | 13.78 | | | | | |
| 988 | 02/25/2025 | | 1 | 54343 | Claims | | CenturyLink | 932.36 | ACCT: 300529719 |
| | | 514 20 42 000 Communications | | 001 Current Expense | | | | 235.51 | |
| | | 533 80 42 000 Communications | | 401 Light And Power Fund | | | | 211.83 | |
| | | 534 70 42 000 Communications | | 405 Water Fund | | | | 47.08 | |
| | | 535 70 42 001 Communications | | 407 Sewer Fund | | | | 437.94 | |
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | 32937 | | 932.36 | | | | | |
| 989 | 02/25/2025 | | 1 | 54344 | Claims | | Comcast | 106.17 | ACCT: 8498 37 009 0035840 |
| | | 535 70 42 001 Communications | | 407 Sewer Fund | | | | 106.17 | |
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | 32938 | | 106.17 | | | | | |
| 990 | 02/25/2025 | | 1 | 54345 | Claims | | Comcast | 243.35 | ACCT: 8498 37 009 0142901 |
| | | 521 20 42 000 Communications | | 001 Current Expense | | | | 243.35 | |
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | 32999 | | 243.35 | | | | | |
| 991 | 02/25/2025 | | 1 | 54346 | Claims | | Comcast | 313.97 | ACCT: 8498 37 009 0142893 |
| | | 514 20 42 000 Communications | | 001 Current Expense | | | | 313.97 | |
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | 33000 | | 313.97 | | | | | |
| 992 | 02/25/2025 | | 1 | 54347 | Claims | | Comcast | 1,333.94 | Phone Internet |

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|------------|-------------------|---------------|---------------------------|----------------|----------------------|---|-----------------|---|
| | | 514 20 42 000 | Communications | 001 | Current Expense | | 336.95 | |
| | | 533 80 42 000 | Communications | 401 | Light And Power Fund | | 303.07 | |
| | | 534 70 42 000 | Communications | 405 | Water Fund | | 67.36 | |
| | | 535 70 42 001 | Communications | 407 | Sewer Fund | | 626.56 | |
| Acct Pay# | | Amount | PO's Paid | | | | | |
| | | 32950 | 1,333.94 | | | | | |
| 993 | 02/25/2025 | | 1 | 54348 | Claims | Confederated Tribes of the Chehalis Re | 665.00 | JAN 2025 inmate expense |
| | | 521 20 41 000 | Professional Services | 001 | Current Expense | | 665.00 | |
| Acct Pay# | | Amount | PO's Paid | | | | | |
| | | 32933 | 665.00 | | | | | |
| 994 | 02/25/2025 | | 1 | 54349 | Claims | Cut Rate Auto | 5.66 | Washer Fluid |
| | | 531 70 31 006 | Operating Supplies | 409 | Storm Water Fund | | 1.05 | |
| | | 534 70 31 000 | Operating-supplies | 405 | Water Fund | | 2.26 | |
| | | 535 70 31 004 | Operating Supplies | 407 | Sewer Fund | | 1.81 | |
| | | 536 20 31 020 | Cemetery -Operating S | 001 | Current Expense | | 0.10 | |
| | | 542 30 31 000 | Supplies | 102 | Street Fund | | 0.34 | |
| | | 576 80 31 020 | Park Facilities - Operati | 001 | Current Expense | | 0.10 | |
| Acct Pay# | | Amount | PO's Paid | | | | | |
| | | 32948 | 5.66 | | | | | |
| 995 | 02/25/2025 | | 1 | 54350 * | Claims | Trent Delgado | 150.00 | Power out at Community Center-refund |
| | | 362 40 00 000 | Rent - Community Cen | 001 | Current Expense | | -150.00 | |
| Acct Pay# | | Amount | PO's Paid | | | | | |
| | | 32956 | 150.00 | | | | | |
| 996 | 02/25/2025 | | 1 | 54351 | Claims | Department of Health | 1,543.75 | 2025 Waste Operating Permit - 52250U |
| | | 534 70 49 010 | State Permits And Fees | 405 | Water Fund | | 1,543.75 | |
| Acct Pay# | | Amount | PO's Paid | | | | | |
| | | 32850 | 1,543.75 | | | | | |
| 997 | 02/25/2025 | | 1 | 54352 | Claims | Department of Licensing | 56.75 | F550 2024 plates |
| | | 533 80 48 001 | Vehicle & Equipment - | 401 | Light And Power Fund | | 56.75 | |

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|-------------|-------------------|------------------|------------------------|---------------|----------------------|--------------------------|-------------------------------|-----------------|--|
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | 32970 | | 56.75 | | | | | |
| 998 | 02/25/2025 | | 1 | 54353 | Claims | | Eubanks | 985.49 | Poolife Granular Shock |
| | | 534 70 31 000 | Operating-supplies | 405 | Water Fund | | | 985.49 | |
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | 32939 | | 985.49 | | | | | |
| 999 | 02/25/2025 | | 1 | 54354 | Claims | | Express Services, Inc. | 2,747.57 | Office Clerk - L. Writhlin; L. Wirthlin, N. Pryor |
| | | 514 20 41 000 | Professional Services | 001 | Current Expense | | | 150.83 | |
| | | 531 70 41 009 | Professional Services | 409 | Storm Water Fund | | | 23.21 | |
| | | 533 80 41 000 | Professional Services | 401 | Light And Power Fund | | | 580.13 | |
| | | 534 70 41 000 | Professional Services | 405 | Water Fund | | | 208.85 | |
| | | 535 70 41 007 | Professional Services | 407 | Sewer Fund | | | 185.64 | |
| | | 542 30 41 000 | Professional Services | 102 | Street Fund | | | 11.59 | |
| | | 514 20 41 000 | Professional Services | 001 | Current Expense | | | 206.35 | |
| | | 531 70 41 009 | Professional Services | 409 | Storm Water Fund | | | 31.75 | |
| | | 533 80 41 000 | Professional Services | 401 | Light And Power Fund | | | 793.66 | |
| | | 534 70 41 000 | Professional Services | 405 | Water Fund | | | 285.72 | |
| | | 535 70 41 007 | Professional Services | 407 | Sewer Fund | | | 253.97 | |
| | | 542 30 41 000 | Professional Services | 102 | Street Fund | | | 15.87 | |
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | 32949 | | 1,160.25 | | | | | |
| | | 32975 | | 1,587.32 | | | | | |
| 1000 | 02/25/2025 | | 1 | 54355 | Claims | | GH Fire District 12 | 140.00 | E12 - 11 Maintenance |
| | | 522 20 48 000 | Repair And Maintenance | 001 | Current Expense | | | 140.00 | |
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | 32940 | | 140.00 | | | | | |
| 1001 | 02/25/2025 | | 1 | 54356 | Claims | | Grainger | 275.13 | Lithium batteries; Paper towels for L&P; Trash backs for PW |
| | | 522 20 31 000 | Supplies - Operating | 001 | Current Expense | | | 21.45 | |
| | | 533 80 31 000 | Operating Supplies | 401 | Light And Power Fund | | | 36.68 | |
| | | 531 70 31 006 | Operating Supplies | 409 | Storm Water Fund | | | 40.15 | |
| | | 534 70 31 000 | Operating-supplies | 405 | Water Fund | | | 86.80 | |
| | | 535 70 31 004 | Operating Supplies | 407 | Sewer Fund | | | 69.44 | |
| | | 536 20 31 020 | Cemetery -Operating S | 001 | Current Expense | | | 3.80 | |
| | | 542 30 31 000 | Supplies | 102 | Street Fund | | | 13.02 | |

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| | | 576 80 31 020 | Park Facilities - Operati | 001 | Current Expense | | | 3.79 | |
| | | Acct Pay# | | Amount | | PO's Paid | | | |
| | | 32941 | | 21.45 | | | | | |
| | | 32957 | | 36.68 | | | | | |
| | | 32958 | | 217.00 | | | | | |
| 1002 | 02/25/2025 | | 1 | 54357 | Claims | | Grays Harbor Communications | 1,806.92 | 2025 Spillman Maintenance Fees |
| | | 521 20 41 000 | Professional Services | 001 | Current Expense | | | 1,806.92 | |
| | | Acct Pay# | | Amount | | PO's Paid | | | |
| | | 32952 | | 1,806.92 | | | | | |
| 1003 | 02/25/2025 | | 1 | 54358 | Claims | | Dalton House | 2,724.00 | Attic Insulation Incentive |
| | | 533 80 33 002 | Bpa Conservation | 401 | Light And Power Fund | | | 2,724.00 | |
| | | Acct Pay# | | Amount | | PO's Paid | | | |
| | | 32947 | | 2,724.00 | | | | | |
| 1004 | 02/25/2025 | | 1 | 54359 | Claims | | JW Maintenance | 245.03 | Repair damaged plow wires - F550 |
| | | 531 70 48 001 | Vehicle & Equipment - | 409 | Storm Water Fund | | | 45.33 | |
| | | 534 70 48 001 | Vehicle & Equipment - | 405 | Water Fund | | | 98.01 | |
| | | 535 70 48 000 | Vehicle & Equipment - | 407 | Sewer Fund | | | 78.41 | |
| | | 536 20 48 001 | Cemetery - Vehicle & E | 001 | Current Expense | | | 4.29 | |
| | | 542 30 48 000 | Repair And Maintenanc | 102 | Street Fund | | | 14.70 | |
| | | 576 80 48 001 | Park Facilities - Vehicle | 001 | Current Expense | | | 4.29 | |
| | | Acct Pay# | | Amount | | PO's Paid | | | |
| | | 33001 | | 245.03 | | | | | |
| 1005 | 02/25/2025 | | 1 | 54360 | Claims | | NCL of Wisconsin | 2,319.35 | Glass filters, M-FC broth; Dilution water; Dissolve Oxygen Meter DOE requirement |
| | | 535 70 31 004 | Operating Supplies | 407 | Sewer Fund | | | 311.70 | |
| | | 535 70 31 004 | Operating Supplies | 407 | Sewer Fund | | | 131.05 | |
| | | 535 70 31 004 | Operating Supplies | 407 | Sewer Fund | | | 1,876.60 | |
| | | Acct Pay# | | Amount | | PO's Paid | | | |
| | | 32942 | | 311.70 | | | | | |
| | | 32943 | | 131.05 | | | | | |
| | | 32944 | | 1,876.60 | | | | | |
| 1006 | 02/25/2025 | | 1 | 54361 | Claims | | Pacific Polygraph & Investigation | 250.00 | Pre employment for D. Reeves |

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|-------------|-------------------|-----------------------|-----------|--------------|----------------------|--------------------------|----------------------------------|-----------------|--|
| | 521 20 41 000 | Professional Services | | 001 | Current Expense | | | 250.00 | |
| Acct Pay# | | Amount | PO's Paid | | | | | | |
| | | 32959 | 250.00 | | | | | | |
| 1007 | 02/25/2025 | | 1 | 54362 | Claims | | Platt | 255.25 | LED bulbs |
| | 533 80 31 000 | Operating Supplies | | 401 | Light And Power Fund | | | 255.25 | |
| Acct Pay# | | Amount | PO's Paid | | | | | | |
| | | 32945 | 255.25 | | | | | | |
| 1008 | 02/25/2025 | | 1 | 54363 | Claims | | Purchase Power | 1,009.75 | Postage ACCT: 8000-9090-1132-0731 |
| | 522 70 42 000 | Ambulance - Commun | | 413 | Ambulance Fund | | | 10.10 | |
| | 531 70 42 002 | Communications | | 409 | Storm Water Fund | | | 40.39 | |
| | 533 80 42 000 | Communications | | 401 | Light And Power Fund | | | 504.88 | |
| | 534 70 42 000 | Communications | | 405 | Water Fund | | | 201.95 | |
| | 535 70 42 001 | Communications | | 407 | Sewer Fund | | | 252.43 | |
| Acct Pay# | | Amount | PO's Paid | | | | | | |
| | | 32960 | 1,009.75 | | | | | | |
| 1009 | 02/25/2025 | | 1 | 54364 | Claims | | Quick Lube | 262.58 | Oil change Dodge Vin: 8913; Oil change Dodge Vin: 5480; Oil change Dodge Vin: 8914 |
| | 521 20 41 000 | Professional Services | | 001 | Current Expense | | | 49.99 | |
| | 521 20 48 000 | Repair And Maintenanc | | 001 | Current Expense | | | 40.44 | |
| | 521 20 41 000 | Professional Services | | 001 | Current Expense | | | 49.99 | |
| | 521 20 48 000 | Repair And Maintenanc | | 001 | Current Expense | | | 31.73 | |
| | 521 20 41 000 | Professional Services | | 001 | Current Expense | | | 49.99 | |
| | 521 20 48 000 | Repair And Maintenanc | | 001 | Current Expense | | | 40.44 | |
| Acct Pay# | | Amount | PO's Paid | | | | | | |
| | | 32961 | 90.43 | | | | | | |
| | | 32962 | 81.72 | | | | | | |
| | | 32963 | 90.43 | | | | | | |
| 1010 | 02/25/2025 | | 1 | 54365 | Claims | | Rohlinger Enterprises Inc | 1,514.60 | Clean & test linemens glove, blanket, hose; Recondition chance switch; Supplies and recondition saw |
| | 533 80 41 000 | Professional Services | | 401 | Light And Power Fund | | | 514.15 | |
| | 533 80 48 000 | Repair And Maintenanc | | 401 | Light And Power Fund | | | 67.57 | |
| | 533 80 31 000 | Operating Supplies | | 401 | Light And Power Fund | | | 282.64 | |
| | 533 80 48 000 | Repair And Maintenanc | | 401 | Light And Power Fund | | | 650.24 | |

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City Of McCleary

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| Trans | Date | Redeemed | Acct # | Chk # | Type | Receipt # InterFund # | Vendor | Amount | Memo |
|-------------|-------------------|---------------------------------------|----------|---------------|----------------------|--------------------------|--------------------------|-----------------|---|
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 1011 | 02/25/2025 | | 1 | 54366 | Claims | | Shield Assesments | 930.00 | Psych eval B. Watts, W. Seeman |
| | | 521 20 41 000 Professional Services | | 001 | Current Expense | | | 930.00 | |
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 1012 | 02/25/2025 | | 1 | 54367 | Claims | | TSI, Inc. | 5,310.52 | McCleary systems update - Retention Agreement (5% held back from original invoices). |
| | | 535 70 41 007 Professional Services | | 407 | Sewer Fund | | | 304.82 | |
| | | 594 34 64 000 Capital Outlay - Equipr | | 405 | Water Fund | | | 180.01 | |
| | | 594 35 64 000 Capital Outlay Equipm | | 407 | Sewer Fund | | | 3,621.04 | |
| | | 594 35 64 000 Capital Outlay Equipm | | 407 | Sewer Fund | | | 1,204.65 | |
| | | <u>Acct Pay#</u> | | <u>Amount</u> | | <u>PO's Paid</u> | | | |
| | | | | | | | | | |
| 1013 | 02/25/2025 | | 1 | 54368 | Claims | | Verizon Bellevue | 1,279.86 | Cell Phones, Jet Packs, Sim Cards |
| | | 513 10 42 000 Communications | | 001 | Current Expense | | | 42.26 | |
| | | 514 20 42 000 Communications | | 001 | Current Expense | | | 20.85 | |
| | | 514 20 42 000 Communications | | 001 | Current Expense | | | 6.48 | |
| | | 521 20 42 000 Communications | | 001 | Current Expense | | | 503.46 | |
| | | 522 20 42 000 Communications | | 001 | Current Expense | | | 42.25 | |
| | | 522 70 42 000 Ambulance - Commun | | 413 | Ambulance Fund | | | 45.01 | |
| | | 531 70 42 002 Communications | | 409 | Storm Water Fund | | | 3.21 | |
| | | 531 70 42 002 Communications | | 409 | Storm Water Fund | | | 18.19 | |
| | | 533 80 42 000 Communications | | 401 | Light And Power Fund | | | 80.18 | |
| | | 533 80 42 000 Communications | | 401 | Light And Power Fund | | | 197.03 | |
| | | 534 70 42 000 Communications | | 405 | Water Fund | | | 28.86 | |
| | | 534 70 42 000 Communications | | 405 | Water Fund | | | 104.84 | |
| | | 535 70 42 001 Communications | | 407 | Sewer Fund | | | 25.66 | |
| | | 535 70 42 001 Communications | | 407 | Sewer Fund | | | 113.78 | |
| | | 535 70 42 001 Communications | | 407 | Sewer Fund | | | 42.26 | |
| | | 536 20 42 000 Cemetery - Communic | | 001 | Current Expense | | | 0.13 | |
| | | 542 30 42 000 Communications | | 102 | Street Fund | | | 1.60 | |
| | | 542 30 42 000 Communications | | 102 | Street Fund | | | 2.96 | |
| | | 576 80 42 000 Park Facilities - Commu | | 001 | Current Expense | | | 0.85 | |

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City Of McCleary

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| Trans | Date | Redeemed | Acct # | Chk # | Type | Receipt # InterFund # | Vendor | Amount | Memo |
|-------|------|----------|--------|-------|------|--------------------------|--------|--------|------|
|-------|------|----------|--------|-------|------|--------------------------|--------|--------|------|

| Acct Pay# | Amount | PO's Paid |
|-----------|----------|-----------|
| 32995 | 1,279.86 | |

| | | | | | | | | | |
|-------------|-------------------|---------------------------|----------|--------------|----------------------|--|---------------|--------------|---------------------------|
| 1014 | 02/25/2025 | | 1 | 54369 | Claims | | Vestis | 69.36 | Rug Svcs; Rugs svc |
| | 518 30 41 002 | General Government P | 001 | | Current Expense | | | 4.86 | |
| | 524 20 41 000 | Professional Services | 001 | | Current Expense | | | 2.43 | |
| | 531 70 41 009 | Professional Services | 409 | | Storm Water Fund | | | 4.86 | |
| | 533 80 41 000 | Professional Services | 401 | | Light And Power Fund | | | 5.55 | |
| | 534 70 41 000 | Professional Services | 405 | | Water Fund | | | 4.86 | |
| | 535 70 41 007 | Professional Services | 407 | | Sewer Fund | | | 2.43 | |
| | 536 20 41 000 | Cemetery - Professiona | 001 | | Current Expense | | | 2.43 | |
| | 542 30 41 000 | Professional Services | 102 | | Street Fund | | | 4.86 | |
| | 576 80 41 000 | Park Facilities - Profess | 001 | | Current Expense | | | 2.40 | |
| | 518 30 41 002 | General Government P | 001 | | Current Expense | | | 4.86 | |
| | 524 20 41 000 | Professional Services | 001 | | Current Expense | | | 2.43 | |
| | 531 70 41 009 | Professional Services | 409 | | Storm Water Fund | | | 4.86 | |
| | 533 80 41 000 | Professional Services | 401 | | Light And Power Fund | | | 5.55 | |
| | 534 70 41 000 | Professional Services | 405 | | Water Fund | | | 4.86 | |
| | 535 70 41 007 | Professional Services | 407 | | Sewer Fund | | | 2.43 | |
| | 536 20 41 000 | Cemetery - Professiona | 001 | | Current Expense | | | 2.43 | |
| | 542 30 41 000 | Professional Services | 102 | | Street Fund | | | 4.86 | |
| | 576 80 41 000 | Park Facilities - Profess | 001 | | Current Expense | | | 2.40 | |

| Acct Pay# | Amount | PO's Paid |
|-----------|--------|-----------|
| 32969 | 34.68 | |
| 33002 | 34.68 | |

| | | | | | | | | | |
|-------------|-------------------|-----------------------|----------|--------------|----------------------|--|--|-----------------|------------------------------|
| 1015 | 02/25/2025 | | 1 | 54370 | Claims | | Washington State Auditor's Office | 6,119.25 | 22-23 Audit, JAN 2025 |
| | 514 20 41 000 | Professional Services | 001 | | Current Expense | | | 1,529.81 | |
| | 533 80 41 000 | Professional Services | 401 | | Light And Power Fund | | | 1,529.81 | |
| | 534 70 41 000 | Professional Services | 405 | | Water Fund | | | 1,529.81 | |
| | 535 70 41 007 | Professional Services | 407 | | Sewer Fund | | | 1,529.82 | |

| Acct Pay# | Amount | PO's Paid |
|-----------|----------|-----------|
| 32968 | 6,119.25 | |

| | | | | | | | | | |
|-------------|-------------------|-----------------------|----------|--------------|---------------|--|----------------------------------|---------------|-------------------------------------|
| 1016 | 02/25/2025 | | 1 | 54371 | Claims | | Water Management Labs Inc | 154.90 | Water Testing; Water testing |
| | 534 70 41 000 | Professional Services | 405 | | Water Fund | | | 62.45 | |
| | 534 70 41 000 | Professional Services | 405 | | Water Fund | | | 92.45 | |

| Acct Pay# | Amount | PO's Paid |
|-----------|--------|-----------|
| 32946 | 62.45 | |
| 32976 | 92.45 | |

TRANSACTION JOURNAL

City Of McCleary

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| Trans | Date | Redeemed | Acct # | Chk # | Type | Receipt # | InterFund # | Vendor | Amount | Memo | | |
|-------|------|------------------|--------|-------|------|-----------|-------------|--------|---------------------------|-----------|--|--|
| | | Records Printed: | 39 | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | Adjustments: | 0.00 | | |
| | | | | | | | | | Beginning Balance: | 0.00 | | |
| | | | | | | | | | Revenues: | 0.00 | | |
| | | | | | | | | | Warrant Expenditures: | 52,771.12 | | |
| | | | | | | | | | Non Warrant Expenditures: | 0.00 | | |
| | | | | | | | | | Interfund Transfers: | 0.00 | | |
| | | | | | | | | | Redemptions: | 0.00 | | |
| | | | | | | | | | Deposits: | 0.00 | | |
| | | | | | | | | | Withdrawals: | 0.00 | | |
| | | | | | | | | | Stop Payments: | 0.00 | | |
| | | | | | | | | | | | | |
| | | | | | | | | | Account | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | 001 - 362 40 00 000 | -150.00 | | |
| | | | | | | | | | 001 - 513 10 42 000 | 42.26 | | |
| | | | | | | | | | 001 - 514 20 31 010 | 43.75 | | |
| | | | | | | | | | 001 - 514 20 41 000 | 1,886.99 | | |
| | | | | | | | | | 001 - 514 20 42 000 | 913.76 | | |
| | | | | | | | | | 001 - 518 30 41 002 | 9.72 | | |
| | | | | | | | | | 001 - 521 20 41 000 | 3,849.89 | | |
| | | | | | | | | | 001 - 521 20 42 000 | 746.81 | | |
| | | | | | | | | | 001 - 521 20 47 000 | 663.49 | | |
| | | | | | | | | | 001 - 521 20 48 000 | 112.61 | | |
| | | | | | | | | | 001 - 522 20 31 000 | 21.45 | | |
| | | | | | | | | | 001 - 522 20 42 000 | 42.25 | | |
| | | | | | | | | | 001 - 522 20 47 000 | 492.09 | | |
| | | | | | | | | | 001 - 522 20 48 000 | 140.00 | | |
| | | | | | | | | | 001 - 524 20 41 000 | 1,352.86 | | |
| | | | | | | | | | 001 - 536 20 31 020 | 12.45 | | |
| | | | | | | | | | 001 - 536 20 41 000 | 4.86 | | |
| | | | | | | | | | 001 - 536 20 42 000 | 0.13 | | |
| | | | | | | | | | 001 - 536 20 48 001 | 4.29 | | |
| | | | | | | | | | 001 - 572 50 40 000 | 462.56 | | |
| | | | | | | | | | 001 - 575 30 47 000 | 23.24 | | |
| | | | | | | | | | 001 - 576 80 31 020 | 12.43 | | |
| | | | | | | | | | 001 - 576 80 41 000 | 4.80 | | |
| | | | | | | | | | 001 - 576 80 42 000 | 0.85 | | |
| | | | | | | | | | 001 - 576 80 47 000 | 864.72 | | |
| | | | | | | | | | 001 - 576 80 48 001 | 4.29 | | |
| | | | | | | | | | 102 - 542 30 31 000 | 46.04 | | |
| | | | | | | | | | 102 - 542 30 41 000 | 37.18 | | |
| | | | | | | | | | 102 - 542 30 42 000 | 4.56 | | |
| | | | | | | | | | 102 - 542 30 47 000 | 708.46 | | |
| | | | | | | | | | 102 - 542 30 48 000 | 14.70 | | |
| | | | | | | | | | 401 - 533 80 31 000 | 1,055.38 | | |

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| Trans | Date | Redeemed | Acct # | Chk # | Type | Receipt # InterFund # | Vendor | Amount | Memo |
|-------|------|----------|--------|-------|------|--------------------------|--------|---------------------|----------|
| | | | | | | | | Account | |
| | | | | | | | | 401 - 533 80 33 002 | 2,724.00 |
| | | | | | | | | 401 - 533 80 41 000 | 3,428.85 |
| | | | | | | | | 401 - 533 80 42 000 | 1,296.99 |
| | | | | | | | | 401 - 533 80 47 000 | 1,838.27 |
| | | | | | | | | 401 - 533 80 48 000 | 717.81 |
| | | | | | | | | 401 - 533 80 48 001 | 56.75 |
| | | | | | | | | 405 - 534 70 31 000 | 1,330.55 |
| | | | | | | | | 405 - 534 70 41 000 | 2,408.04 |
| | | | | | | | | 405 - 534 70 42 000 | 450.09 |
| | | | | | | | | 405 - 534 70 47 000 | 2,445.98 |
| | | | | | | | | 405 - 534 70 48 001 | 98.01 |
| | | | | | | | | 405 - 534 70 49 010 | 1,543.75 |
| | | | | | | | | 405 - 594 34 64 000 | 180.01 |
| | | | | | | | | 407 - 535 70 31 004 | 2,600.78 |
| | | | | | | | | 407 - 535 70 41 007 | 2,953.15 |
| | | | | | | | | 407 - 535 70 42 001 | 1,604.80 |
| | | | | | | | | 407 - 535 70 47 001 | 7,948.54 |
| | | | | | | | | 407 - 535 70 48 000 | 78.41 |
| | | | | | | | | 407 - 594 35 64 000 | 4,825.69 |
| | | | | | | | | 409 - 531 70 31 006 | 138.31 |
| | | | | | | | | 409 - 531 70 41 009 | 64.68 |
| | | | | | | | | 409 - 531 70 42 002 | 61.79 |
| | | | | | | | | 409 - 531 70 47 009 | 146.56 |
| | | | | | | | | 409 - 531 70 48 001 | 45.33 |
| | | | | | | | | 413 - 522 70 42 000 | 55.11 |

| Fund | Adjustments | Beg Bal | Revenues | War Exp | N War Exp | IT In | IT Out | Stop Pmts |
|--------------------------|-------------|---------|----------|-----------|-----------|-------|--------|-----------|
| 001 Current Expense | 0.00 | 0.00 | 0.00 | 11,862.55 | 0.00 | 0.00 | 0.00 | 0.00 |
| 102 Street Fund | 0.00 | 0.00 | 0.00 | 810.94 | 0.00 | 0.00 | 0.00 | 0.00 |
| 401 Light And Power Fund | 0.00 | 0.00 | 0.00 | 11,118.05 | 0.00 | 0.00 | 0.00 | 0.00 |
| 405 Water Fund | 0.00 | 0.00 | 0.00 | 8,456.43 | 0.00 | 0.00 | 0.00 | 0.00 |
| 407 Sewer Fund | 0.00 | 0.00 | 0.00 | 20,011.37 | 0.00 | 0.00 | 0.00 | 0.00 |
| 409 Storm Water Fund | 0.00 | 0.00 | 0.00 | 456.67 | 0.00 | 0.00 | 0.00 | 0.00 |
| 413 Ambulance Fund | 0.00 | 0.00 | 0.00 | 55.11 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 | 52,771.12 | 0.00 | 0.00 | 0.00 | 0.00 |

WARRANT/CHECK REGISTER

City Of McCleary

Time: 15:26:25 Date: 03/03

Item 2.

02/20/2025 To: 02/20/2025

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| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|--------------------------|------------|---------|--------|-------|-----------|-----------|---|
| 877 | 02/20/2025 | Payroll | 1 | | EFT | 11,798.60 | Feb 1-15, 2025 |
| 878 | 02/20/2025 | Payroll | 1 | | EFT | 2,711.22 | Feb 1-15, 2025 |
| 879 | 02/20/2025 | Payroll | 1 | | EFT | 2,101.78 | Feb 1-15, 2025 |
| 880 | 02/20/2025 | Payroll | 1 | | EFT | 2,941.64 | Feb 1-15, 2025 |
| 881 | 02/20/2025 | Payroll | 1 | | EFT | 45.84 | Feb 1-15, 2025 |
| 882 | 02/20/2025 | Payroll | 1 | | EFT | 1,806.35 | Feb 1-15, 2025 |
| 883 | 02/20/2025 | Payroll | 1 | | EFT | 53.64 | Feb 1-15, 2025 |
| 884 | 02/20/2025 | Payroll | 1 | | EFT | 298.19 | Feb 1-15, 2025 |
| 885 | 02/20/2025 | Payroll | 1 | | EFT | 2,185.07 | Feb 1-15, 2025 |
| 886 | 02/20/2025 | Payroll | 1 | | EFT | 1,715.76 | Feb 1-15, 2025 |
| 887 | 02/20/2025 | Payroll | 1 | | EFT | 1,507.79 | Feb 1-15, 2025 |
| 888 | 02/20/2025 | Payroll | 1 | | EFT | 45.84 | Feb 1-15, 2025 |
| 889 | 02/20/2025 | Payroll | 1 | | EFT | 1,973.35 | Feb 1-15, 2025 |
| 890 | 02/20/2025 | Payroll | 1 | | EFT | 45.55 | Feb 1-15, 2025 |
| 891 | 02/20/2025 | Payroll | 1 | | EFT | 4,250.23 | Feb 1-15, 2025 |
| 892 | 02/20/2025 | Payroll | 1 | | EFT | 3,439.42 | Feb 1-15, 2025 |
| 893 | 02/20/2025 | Payroll | 1 | | EFT | 1,658.72 | Feb 1-15, 2025 |
| 894 | 02/20/2025 | Payroll | 1 | | EFT | 3,630.85 | Feb 1-15, 2025 |
| 895 | 02/20/2025 | Payroll | 1 | | EFT | 271.91 | Feb 1-15, 2025 |
| 896 | 02/20/2025 | Payroll | 1 | | EFT | 2,781.69 | Feb 1-15, 2025 |
| 897 | 02/20/2025 | Payroll | 1 | | EFT | 819.00 | Feb 1-15, 2025 |
| 898 | 02/20/2025 | Payroll | 1 | | EFT | 3,054.12 | Feb 1-15, 2025 |
| 899 | 02/20/2025 | Payroll | 1 | | EFT | 3,256.94 | Feb 1-15, 2025 |
| 900 | 02/20/2025 | Payroll | 1 | | EFT | 88.89 | Feb 1-15, 2025 |
| 901 | 02/20/2025 | Payroll | 1 | | EFT | 2,318.76 | Feb 1-15, 2025 |
| 902 | 02/20/2025 | Payroll | 1 | | EFT | 2,167.54 | Feb 1-15, 2025 |
| 903 | 02/20/2025 | Payroll | 1 | | EFT | 3,241.28 | Feb 1-15, 2025 |
| 904 | 02/20/2025 | Payroll | 1 | | EFT | 44.76 | Feb 1-15, 2025 |
| 905 | 02/20/2025 | Payroll | 1 | | EFT | 45.55 | Feb 1-15, 2025 |
| 906 | 02/20/2025 | Payroll | 1 | | EFT | 1,999.76 | Feb 1-15, 2025 |
| 907 | 02/20/2025 | Payroll | 1 | | EFT | 2,506.75 | Feb 1-15, 2025 |
| 908 | 02/20/2025 | Payroll | 1 | | EFT | 2,665.65 | Feb 1-15, 2025 |
| 942 | 02/20/2025 | Payroll | 1 | | EFT EFTPS | 27,467.64 | 941 Deposit for Pay Cycle(s) 02/20/2025 - 02/20/2025 |
| | | | | | | | |
| 001 Current Expense | | | | | | 15,192.87 | |
| 102 Street Fund | | | | | | 941.59 | |
| 401 Light And Power Fund | | | | | | 51,124.02 | |
| 405 Water Fund | | | | | | 12,791.02 | |
| 407 Sewer Fund | | | | | | 11,698.27 | |
| 409 Storm Water Fund | | | | | | 2,869.29 | |
| 413 Ambulance Fund | | | | | | 323.02 | |
| | | | | | | | |
| | | | | | | 94,940.08 | Payroll: 94,940.08 |

WARRANT/CHECK REGISTER

City Of McCleary

Time: 15:26:25 Date: 03/03

Item 2.
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02/20/2025 To: 02/20/2025

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| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|-------|------|------|--------|-------|----------|--------|------|
|-------|------|------|--------|-------|----------|--------|------|

WE, the members of the City Council of the City of McCleary Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for the payment by the City of McCleary City Council.

DATED this _____ day of _____ 2024.

ATTEST:

X _____
Councilmember Simmons

X _____
Councilmember Huff

X _____
Councilmember Schiller

X _____
Councilmember Dahl

X _____
Councilmember Klimek

WARRANT/CHECK REGISTER

City Of McCleary

Time: 15:27:42 Date: 03/03

Item 2.

03/05/2025 To: 03/05/2025

Page:

| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|-------|------------|---------|--------|-------|----------|--------------------------|-----------------|
| 1089 | 03/05/2025 | Payroll | 1 | EFT | | 2,346.77 | Feb 16-28, 2025 |
| 1090 | 03/05/2025 | Payroll | 1 | EFT | | 2,092.75 | Feb 16-28, 2025 |
| 1091 | 03/05/2025 | Payroll | 1 | EFT | | 2,946.35 | Feb 16-28, 2025 |
| 1092 | 03/05/2025 | Payroll | 1 | EFT | | 45.84 | Feb 16-28, 2025 |
| 1093 | 03/05/2025 | Payroll | 1 | EFT | | 1,808.11 | Feb 16-28, 2025 |
| 1094 | 03/05/2025 | Payroll | 1 | EFT | | 53.64 | Feb 16-28, 2025 |
| 1095 | 03/05/2025 | Payroll | 1 | EFT | | 238.54 | Feb 16-28, 2025 |
| 1096 | 03/05/2025 | Payroll | 1 | EFT | | 2,180.63 | Feb 16-28, 2025 |
| 1097 | 03/05/2025 | Payroll | 1 | EFT | | 1,510.26 | Feb 16-28, 2025 |
| 1098 | 03/05/2025 | Payroll | 1 | EFT | | 1,503.27 | Feb 16-28, 2025 |
| 1099 | 03/05/2025 | Payroll | 1 | EFT | | 45.84 | Feb 16-28, 2025 |
| 1100 | 03/05/2025 | Payroll | 1 | EFT | | 2,183.89 | Feb 16-28, 2025 |
| 1101 | 03/05/2025 | Payroll | 1 | EFT | | 45.55 | Feb 16-28, 2025 |
| 1102 | 03/05/2025 | Payroll | 1 | EFT | | 3,866.07 | Feb 16-28, 2025 |
| 1103 | 03/05/2025 | Payroll | 1 | EFT | | 3,451.95 | Feb 16-28, 2025 |
| 1104 | 03/05/2025 | Payroll | 1 | EFT | | 1,439.98 | Feb 16-28, 2025 |
| 1105 | 03/05/2025 | Payroll | 1 | EFT | | 3,629.74 | Feb 16-28, 2025 |
| 1106 | 03/05/2025 | Payroll | 1 | EFT | | 275.08 | Feb 16-28, 2025 |
| 1107 | 03/05/2025 | Payroll | 1 | EFT | | 2,786.22 | Feb 16-28, 2025 |
| 1108 | 03/05/2025 | Payroll | 1 | EFT | | 1,096.29 | Feb 16-28, 2025 |
| 1109 | 03/05/2025 | Payroll | 1 | EFT | | 3,071.78 | Feb 16-28, 2025 |
| 1110 | 03/05/2025 | Payroll | 1 | EFT | | 3,266.76 | Feb 16-28, 2025 |
| 1111 | 03/05/2025 | Payroll | 1 | EFT | | 88.89 | Feb 16-28, 2025 |
| 1112 | 03/05/2025 | Payroll | 1 | EFT | | 2,332.58 | Feb 16-28, 2025 |
| 1113 | 03/05/2025 | Payroll | 1 | EFT | | 2,501.32 | Feb 16-28, 2025 |
| 1114 | 03/05/2025 | Payroll | 1 | EFT | | 3,506.16 | Feb 16-28, 2025 |
| 1115 | 03/05/2025 | Payroll | 1 | EFT | | 44.76 | Feb 16-28, 2025 |
| 1116 | 03/05/2025 | Payroll | 1 | EFT | | 45.55 | Feb 16-28, 2025 |
| 1117 | 03/05/2025 | Payroll | 1 | EFT | | 2,462.05 | Feb 16-28, 2025 |
| 1118 | 03/05/2025 | Payroll | 1 | EFT | | 2,508.23 | Feb 16-28, 2025 |
| 1119 | 03/05/2025 | Payroll | 1 | EFT | | 2,668.74 | Feb 16-28, 2025 |
| | | | | | | -5,852.47 | |
| | | | | | | 102 Street Fund | 735.41 |
| | | | | | | 401 Light And Power Fund | 40,663.62 |
| | | | | | | 405 Water Fund | 9,697.34 |
| | | | | | | 407 Sewer Fund | 8,588.77 |
| | | | | | | 409 Storm Water Fund | 2,150.92 |
| | | | | | | 413 Ambulance Fund | 60.00 |
| | | | | | | 56,043.59 | |

56,043.59 Payroll:

56,043.59

WARRANT/CHECK REGISTER

City Of McCleary

Time: 15:27:42 Date: 03/03

Item 2.
2

03/05/2025 To: 03/05/2025

Page:

| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|-------|------|------|--------|-------|----------|--------|------|
|-------|------|------|--------|-------|----------|--------|------|

WE, the members of the City Council of the City of McCleary Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for the payment by the City of McCleary City Council.

DATED this _____ day of _____ 2024.

ATTEST:

X _____
Councilmember Simmons

X _____
Councilmember Huff

X _____
Councilmember Schiller

X _____
Councilmember Dahl

X _____
Councilmember Klimek



McCleary Budget Workshop Meeting

Wednesday, December 11, 2024 – 6:30 PM

McCleary City Hall Council Chambers & Zoom Virtual Meeting

Minutes

Join Zoom Meeting

<https://us06web.zoom.us/j/84118941722>

Meeting ID: 841 1894 1722

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Closed Session

1. Closed Session for Collective Bargaining under RCW 42.30.140

Adjourn

Study Session

2. Revised 2025 Preliminary Budget Presentation by Jon Martin and Tara Dunford

Adjourn

Please turn off Cell Phones- Thank you

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McCleary Regular City Council Meeting

Wednesday, December 18, 2024 – 6:30 PM

McCleary City Hall Council Chambers & Zoom Virtual Meeting

Minutes

Join Zoom Meeting

https://us06web.zoom.us/webinar/register/WN_kkuYO8EiRPqPfxSty-U94w

Meeting ID: **817 9207 7978**

Passcode: **144764**

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

Public Comment - Agenda Items Only

Consent Agenda

1. A/P Nov. 22 - Dec 10, 2024 Check numbers 53976-54036 Including EFT's Totaling \$208,662.01
2. Meeting Minutes - December 4, 2024
3. Payroll November 1-30, 2024 Ck Numbers 53953-53974 Including EFT's (and Fire Department Payroll) Totaling \$200,979.17

Updates

New Business

Old Business

4. Grays Harbor Emergency Management Contract
5. 2025 Budget Discussion
6. Olympic Ambulance Discussion

Ordinances and Resolutions

7. Electrical Service Rates
8. Water and Sewer Rates
9. Interest Income To Current Expense Resolution
10. LGIP Resolution - Signers
11. Resolution to Repeal Utility Rate CPI for 2025
12. Ordinance to Amend Utility Tax
13. Storm Rates
14. Final 2025 Budget Ordinance

Public Comment - City Business Only

Closed Session

15. Closed Session for Collective Bargaining under RCW 42.30.140

Council Comments

City Administrator Comments

Adjourn

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McCleary Special City Council Meeting

Monday, December 23, 2024 – 6:30 PM

McCleary City Hall Council Chambers & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Meeting began at 6:30pm. The Pledge of Allegiance was conducted along with roll call.

PRESENT

Councilmember Jacob Simmons
 Councilmember Brycen Huff (Mayor Pro Tem)
 Councilmember Brent Schiller
 Councilmember Andrea Dahl
 Councilmember Keith Klimek (Via Internet)

ABSENT

Mayor Chris Miller

Agenda Modifications/Acceptance

Mayor Pro Tem Huff asked if there were any modifications to the agenda; there were not.

A motion was therefore made by Councilmember Dahl, Seconded by Councilmember Simmons, to accept the agenda as written.

Voting Yea: Councilmember Simmons, Mayor Pro Tem Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek.

Motion passed.

Public Comment - Agenda Items Only

Jeff Geer shared his frustration and dissatisfaction with Mayor Miller for vetoing the 2025 budget. He was displeased that a special council meeting had to be called tonight, in response to the veto.

Mayor Pro Tem Huff responded to public comment, by reviewing the sequence of events that led up to tonight's meeting. He shared his own surprise and frustration that the budget had been vetoed, and Mayor Miller's reasoning for doing so.

City Administrator Martin provided a point of clarification on the sequence of events outlined by Mayor Pro Tem Huff; regarding electric rate changes in the initial letter that was sent out to the public.

New Business

1. Discussion of the Budget Veto

Councilmember Simmons thanked Mayor Pro Tem Huff and Administrator Martin for clarifying statements that were made in an email. Simmons then clarified his own statements in response to the email. He then pointed to recent interactions with the Dept. of Ecology, regarding issues with storm water and sewer back ups. Simmons stated that council needs review the data that reflects the issues brought up by state officials.

Councilmember Dahl thanked her fellow councilmembers for their hard work and efforts to create the 2025 budget, and said she felt proud of the work they had done. She expressed her own frustration with the Mayor's decision to veto the budget, and her hope that the city will be able to move forward, in spite of this action.

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Councilmember Klimek also thanked fellow council members for their efforts to come up with a budget for 2025.

Councilmember Schiller expressed hope that council and city staff will be able to continue to work together in the future, so the city can move forward.

Ordinances and Resolutions

2. 2025 Budget Ordinance

Mayor Pro Tem Huff asked if there was any further discussion regarding Ordinance 894; the 2025 Budget. As there was not, a motion was made by Councilmember Simmons, Seconded by Councilmember Schiller to override the veto of the budget by Mayor Chris Miller.

Voting Yea: Councilmember Simmons, Mayor Pro Tem Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek.

Motion to override the veto and reapprove the 2025 Budget passed.

Public Comment - City Business Only

Jeff Geer thanked council and city staff for their work this evening. He spoke of the number of staff that have quit under Mayor Miller's tenure, because of what Jeff perceives to be some of the worst working conditions created, by any mayor in his lifetime. He again called for Mayor Miller's resignation.

Adjourn

A motion was made by Councilmember Schiller, Seconded by Councilmember Dahl to adjourn the meeting. Voting Yea: Councilmember Simmons, Mayor Pro Tem Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek.

Motion passed; meeting adjourned at 6:45pm.



McCleary Regular City Council Meeting

Wednesday, January 08, 2025 – 6:30 PM
McCleary City Hall & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:30pm.

Agenda Modifications/Acceptance

Motion made by Councilmember Dahl, Seconded by Councilmember Schiller to accept the agenda.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek

Special Presentations

None

Public Comment - Agenda Items Only

No Public Comment

Consent Agenda

Motion made by Councilmember Klimek, Seconded by Councilmember Dahl to accept the consent agenda.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek

1. Accounts Payable Dec 15-18, 2024 Ck Numbers 54047-54135 Including EFT's Totaling \$418,994.38
2. Accounts Payable Dec 19-23, 2024 Ck Numbers 54136-54147 Including EFT's Totaling \$34,889.90
3. January 10, 2024 Minutes
4. October 23, 2024 Minutes
5. November 6, 2024 Minutes
6. December 4, 2024 Minutes

Updates

7. Staff Reports - Water & Wastewater, Fire Dept, Public Works, Police & Activity, Finance, Light & Power, Building Department

Councilmember Dahl inquired about information in one of this week's staff reports. She asked if a charcoal filter system has ever been looked into with regards to the city's wastewater treatment processes, and what the advantages of such a system might be. City Administrator Martin indicated he would speak with the head of the Water Treatment Department, to obtain additional information regarding this subject, to be provided at a future council meeting.

Mayor Pro Tem Huff expressed appreciation to Police Chief Miskell for the information provided in his staff report. Huff noted it has been some time since council has received information about police activities, after the departure of the previous police chief. Huff then asked if Chief Miskell to review Eagle Tovar's employee records, and let council know how many hours he is volunteering as a reserve officer.

Councilmember Schiller asked if Public Works could follow up on a complaint regarding a large pothole in the alleyway between Pine and Oak streets; he'd like to see it filled with gravel.

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Councilmember Dahl asked for verification as to whether the position of Police Clerk had been posted. Chief Miskell indicated there has been a number of applicants for the job, and he is in the process of setting up interviews at this time.

New Business

None

Old Business

8. Mayor Pro-Tem Discussion

Each January, the appointment of a Mayor Pro Tem occurs. Current Mayor Pro Tem Huff indicated he was willing to stay on, unless other Councilmembers had an interest in filling the role. All councilmembers indicated they were satisfied with Huff's performance. A motion was made by Councilmember Simmons, Seconded by Councilmember Schiller to retain Councilmember Huff as the Mayor Pro Tem.

Voting Yea: Councilmember Simmons, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Voting Abstaining: Mayor Pro Tem Huff. Motion passed.

9. Council Committee Assignments

Councilmembers each volunteered to be on various committees, which are as follows:

- Public Works - Councilmembers Schiller and Klimek
- Finance - Councilmembers Dahl and Simmons
- Policy - Councilmembers Dahl and Simmons
- Chehalis Basin - Councilmember Schiller
- Public Safety - Mayor Pro Tem Huff and Councilmember Dahl
- Communications - Mayor Pro Tem Huff and Councilmember Klimek
- Negotiations - Councilmember Klimek

10. 2025 Council Meeting Schedule

There was a brief discussion regarding transparency given the proposed meeting schedule for council in the 2025 year. Winter holidays and summer months were taken into account, along with personal obligations of the City Administrator and Clerk-Treasurer, which conflict with various scheduled meeting times. After alterations were made to the schedule to accommodate these issues, a motion was made by Councilmember Klimek, Seconded by Councilmember Dahl, to accept the altered meeting schedule.

Voting Yea: Councilmember Simmons, Mayor Pro Tem Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

11. Fire Department Updates

Fire Chief Pittman is still waiting to hear back from East Grays Harbor as to whether they want to continue with the current emergency services contract as written, or vacate it. As such, the meeting with the attorney has been delayed until later next week. He indicated that Fire District 12 is on the same time frame, and are still comparing what Olympic Ambulance brings to the table before their meeting on January 16th.

12. Teamsters Contract

As there was no further discussion on this matter, Mayor Pro Tem Huff asked to take a motion to adopt the contract with the Teamsters Union, as written. A motion was made by Councilmember Simmons, Seconded by Councilmember Schiller. Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Dahl, Councilmember Klimek. Voting Nay: Councilmember Schiller. Motion passed.

13. Public Records Policy Discussion

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There was a brief discussion amongst Councilmembers, regarding this topic. Councilmember Simmons recounted how this policy (based on the city of Montezano's public record policy), had previously been brought before council last summer, but failed to pass. Simmons noted he was initially against the policy as proposed, for various reasons. He wanted other Councilmembers to know he has reconsidered his position after further investigation, and is now in favor of it.

Councilmember Klimek stated he too has reviewed the policy recently, and feels it would be good for the city.

Madison Pleasant (City Attorney), mentioned state legislation had changed since last year, creating difficulties getting up to speed with the fee schedule and body cameras, noting that they were very expensive and time consuming. However, she pointed out other exemptions on the list (things the city doesn't have to disclose), and stressed the importance of having a good policy to protect McCleary from frivolous lawsuits.

Councilmember Simmons noted it was because of the changes mentioned by Madison, he felt the policy was now much easier to read and understand than it was six months ago.

14. Cost Allocations Discussion

Councilmember Simmons asked what needs to be done to get this process started. City Administrator Martin informed council that Tara Dunford (City CPA) was out of country on vacation, but would be back at the end of the month. Cost allocations are the first thing on his agenda to discuss with her once she returns.

15. Council Meeting Location Discussion

In the past, crowd sizes had grow to the point that there wasn't sufficient room to accommodate the public at city hall during council meetings. Mayor Pro Tem Huff noted that in the recent months, crowd sizes have decreased, and overcrowding no longer appears to be an issue. Huff stated as long as council chambers continue to be able to accommodate public crowds, he sees no reason to move council meetings to the community center. Other council members agreed with Huff's reasoning and no further discussion regarding this topic occurred. Council meetings will remain at City Hall for the time being.

Ordinances and Resolutions

None.

Public Comment - City Business Only

One citizen signed up to make a public comment; Lucas (unknown last name). Lucas told council about a neighbor who has been feeding feral cats for years. Over this time, she has taken in at least 10 strays, many of which have gone on to have multiple litters of kittens. Lucas claims although his neighbor has taken ownership of these cats, she does nothing to keep them in her home, on her property or prevent them from reproducing. According to Lucas, the number of cats she cares for has become so large, that it is attracting opossums and raccoons to the neighborhood. The cats are also leaving feces and urine in his yard and on his patio furniture. Their claws are also causing damage to his vehicles and furniture. Lucas has contacted Fish & Wildlife as well as Animal Control to address this issue. According to Lucas, these agencies have told him there's nothing they can do and the situation must be addressed on a city level. Lucas pointed to current city ordinances, noting they only address dogs as public nuisances, with no mention of cats. Lucas did some research and provided council with copies of ordinances from several other cities, that address cat problems. He asked council to either amend current city code or develop a new ordinance specifically to address cats as a nuisance.

Mayor Pro Tem thanked Lucas for his comments and the copies of other city ordinances and empathized with Lucas' frustration with the issue. Huff indicated council will review the information provided, along with current city ordinances, and speak to the city attorney to develop code that will aid Lucas in resolving this issue.

Executive Session

None.

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Council Comments

Councilmember Klimek asked everyone to keep the people of Los Angeles, CA in their thoughts and prayers at this time, in light of the recent devastation caused by wildfires.

Councilmember Simmons let everyone know he will be unable to attend the next scheduled council meeting.

City Administrator Comments

Administrator Martin wished everyone a happy new year. He expressed thanks to councilmembers for all their recent hard work to get the budget passed, new union contracts negotiated and other important city matters. Martin reported three individuals applied for the open position of police clerk. The previous police clerk has been helping out on a very limited basis during this vacancy, and will continue to do so until the position is filled and the new person can be trained.

Martin noted Clerk-Treasurer Jamie Vinyard has recently taken over all of payroll processing. The state audit remains ongoing, and Jamie recently spent a day answering the auditor's questions regarding payroll documents and processes. Martin noted the auditing process has highlighted a need to alter certain accounting procedures, in order to improve recording and tracking in the future. Vinyard has already begun implementing additional systems to address these issues.

Councilmember Dahl inquired as to whether McCleary's current payroll policy is sufficient. Martin and Vinyard both feel it is outdated, noting that current policy and procedures have made it difficult to find necessary information, which should be easy to locate.

Mayor Pro Tem Huff asked if there was a timeline for the audit to be complete, and why it was taking this long, since it was originally estimated the forensic portion of the audit would be finished by Thanksgiving. Vinyard let council know that some of the delay was the result of personal scheduling issues on the part of the auditor, due to repeated illness. Martin verified the forensic portion of the audit has been completed.

Councilmember Klimek asked when council can expect the final report. Vinyard explained the normal auditing process is usually a weekly check in with the auditor, but that due to personnel turnover and transition, the current administration had been unable to locate certain files, slowing down the process. She believes next week should allow the auditor an opportunity to complete her findings, but was uncertain as to how long it will take for the city to receive a final report. Martin explained to council that once the auditor completes her report, it must still be reviewed by her supervisor before she meets with administration to provide findings and recommendations. She will then present her final report to council. Martin again noted the need for policy changes to prevent such audit setbacks from occurring in the future.

Administrator Martin informed council the meter readers, which are used by both power and water departments, are failing. A request for proposal (RFP) has been started. It is estimated it will cost \$40,000-\$45,000 to replace the current reader system. Martin reminded council this expense had been planned and accounted for in the budget.

Martin also reported that administration is currently working on a resolution to survey the city's inventory and prepare it for state surplus, and the police department has started the legal process to remove an RV from treatment plant property and have it destroyed. The abandoned vehicle was towed there some years ago, as a short-term solution to leaving it on the street.

Lastly, Martin provided an update on plans to build an enclosure at the treatment plant. The contractor the city initially spoke to provided an unreasonably high quote. Therefore, the city is speaking with other contractors, to obtain additional quotes.

Adjourn

A motion to adjourn was made by Councilmember Klimek, Seconded by Councilmember Schiller. Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Meeting adjourned.

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McCleary Regular City Council Meeting

Wednesday, January 22, 2025 – 6:30 PM

McCleary City Hall Council Chambers & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

The meeting was called to order at 6pm. After the Pledge of Allegiance, a motion was made by Mayor Pro Tem Huff, Seconded by Councilmember Dahl, to excuse Councilmember Simmons from tonight's meeting. Voting Yea: Mayor Pro Tem Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Roll call was then completed for remaining councilmembers.

Agenda Modifications/Acceptance

Mayor Pro Tem Huff asked if there were any modifications to the agenda or a motion to accept the agenda as presented. A motion to accept the agenda was made by Councilmember Schiller, Seconded by Councilmember Dahl. Voting Yea: Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek.

Special Presentations

None.

Public Comment - Agenda Items Only

Mayor Pro Tem Huff acknowledged problems with internet access this evening, limiting public attendance at tonight's meeting to in person only. No citizens in attendance made public comments.

Consent Agenda

A motion was made by Councilmember Klimek, Seconded by Councilmember Dahl to accept the consent agenda as presented. Voting Yea: Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Agenda approved.

1. Accounts Payable Dec 24 - Jan 15, 2025 Ck Numbers 54148-54195 Including EFT's Totaling \$614,486.75
2. Accounts Payable 13th Month - Ck Numbers 54205-54241 Totaling \$78,156.05
3. December Payroll Ck Numbers 54196-54202 Including EFT's Totaling \$200,539.67
4. Meeting Minutes - December 23, 2024

Updates

Mayor Pro Tem Huff announced that he and Councilmember Simmons recently attended a meet and greet with employees of the Public Works department. Huff enjoyed getting to know several new employees he had not yet had the opportunity to met.

During the event, employees discussed upcoming projects, ideas, goals, challenges and day to day operations with councilmembers. Additionally, options were presented for street improvements to damaged alleyways, utilizing ARPA funds. One idea presented was to grind down the pavement and redistribute it to fill potholes. It was noted that the chip seal was failing. There is a vehicle attachment that can be purchased to accomplish this task. It is estimated this option will cost \$5,300. Huff believes the price is reasonable, and such a purchase could be beneficial going forward, noting the public needs to see city workers fixing the damaged streets.

New Business

None.

Old Business

None.

Ordinances and Resolutions

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5. Surplus Vehicles Resolution

Mayor Pro Tem Huff asked if there were any questions or comments regarding the resolution to surplus vehicles.

Councilmember Schiller expressed his opinion about surplus city automobiles. This began a discussion of vehicle values, how they're utilized by the city, mechanical issues, auction fees associated with sales, and funding for new vehicles. A motion was then made by Councilmember Klimek, Seconded by Councilmember Dahl, to approve the Surplus Vehicles Resolution. Voting Yea: Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Resolution approved.

Public Comment - City Business Only

None.

Executive Session

None.

Council Comments

None.

City Administrator Comments

City Administrator Martin provided council with the following updates:

The state audit is still ongoing, but nearing completion.

Two individuals have been interviewed for the position of Police Clerk, with another interview scheduled for tomorrow. It is Martin's hope that a selection will be made by the end of the week.

Martin admonished councilmembers to revisit the idea of a solar micro grid, noting a lot of misinformation was presented during the initial discussion. He has had ongoing conversations with commerce regarding this topic. Funding is still available at this time, should the city chose to move forward with this option, but it will not be available much longer. The next step in the process would be to do a feasibility survey, at no cost to the city. Martin reminded councilmembers that power is the number one source of revenue for the city and a solar farm would generate energy that could go into city grids. Martin urged councilmembers to reconsider the solar grant conversation, at least to the point where the city can find out what the recommendations would be from a feasibility survey.

After a brief discussion between councilmembers and the City Administrator, where clarification on this topic was provided, most councilmembers were still skeptical, because of poor experiences they had with the Ameresco, when they presented the concept to council some time ago.

Adjourn

A motion to adjourn the meeting was made by Councilmember Klimek, Seconded by Councilmember Dahl. Voting Yea: Mayor Pro Tem Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek.

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McCleary Regular City Council Meeting

Wednesday, February 12, 2025 – 6:30 PM

Zoom Virtual Meeting

Minutes

Join Zoom Meeting

<https://us06web.zoom.us/j/87665409119>

Meeting ID: **876 6540 9119**

(253) 215-8782

Call to Order/Flag Salute/Roll Call

The meeting was called to order at 6:30pm. The Pledge of Allegiance was conducted, followed by roll call. All councilmembers present.

Agenda Modifications/Acceptance

A motion was made by Councilmember Simmons, Seconded by Councilmember Dahl to remove item #8 from the agenda (as it was inadvertently listed on the agenda twice).

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek

Special Presentations

1. Greater Grays Harbor Presentation with Darrin Raines

CEO of Greater Grays Harbor Inc. (GGHI), Darrin Raines delivered the company's Annual Municipal presentation to council. GGHI implements initiatives to maintain, expand, and create economic opportunities. Mr. Raines provided information regarding this year's priorities and goals, updates on recent activities and scheduled events for the upcoming year.

Proclamations/Announcements

2. Deputy-Clerk Treasurer, Lindsay Blumberg

Mayor Pro Tem Huff announced that Deputy Clerk Treasurer, Lindsay Blumberg has resigned to take a position with another agency. He recited Resolution 770, acknowledging Lindsay's 12 years of service and dedication to the city. Mayor Pro Tem Huff and councilmembers Schiller, Dahl, and Klimek each gave a public statement, thanking Lindsay for her assistance over the years.

A motion to adopt Resolution 770 was made by Councilmember Dahl, Seconded by Councilmember Klimek.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

A photo of Lindsay was taken to commemorate this event.

Public Comment - Agenda Items Only

Fellow co-workers Paul Nott and Pierce Ridgeway also gave their thanks to Lindsay for her time with the city.

Consent Agenda

3. Claims Approval:

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a councilmember.

i Approval of checks/vouchers/disbursements numbered 54281 to 54242 in the amount of \$204,758.52

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ii Approval of payroll disbursement for January 2025 in the amount of \$171,373.66
(Period: 01/01/25-01/15/25 \$86,798.66 for 01/17/25 payroll, Period: 01/16/25-01/31/25 \$84,575.00 for 02/05/25 payroll.)

As there was no discussion on this matter, a motion was made by Councilmember Schiller, Seconded by Councilmember Dahl to approved the Consent Agenda.
Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

Updates

4. Staff Reports: Light and Power, Fire Department, Police Department, Finance & Administration
Mayor Pro Tem Huff acknowledged staff reports from Sewer and Public Works departments were not received this month. Clerk-Treasurer Jamie Vinyard mentioned both department heads had indicated to her they had nothing critical to add to this month's reports.
Councilmember Dahl commented on recent outages over the last month. She thanked Light & Power and Public Works departments for maintaining power and keeping the streets plowed. She also acknowledged the public assistance provided by Officer John Campbell to two drivers who had slid off the road because of inclement weather conditions.
Senior Lineman Paul Nott provided additional details and clarification regarding a recent power incident, and an explanation for the substation system failure.
Mayor Pro Tem Huff echoed Councilmember Dahl's comments, thanking city staff for all they do to care for McCleary residents.

Old Business

5. Tenelco Service Contract
McCleary has been contracting with Tenelco to manage the city's bio-solid waste. City Administrator Jon Martin explained the last contract with Tenelco expired in August of 2024. The proposed contract for 2025 includes a 4% increase in cost for services. Martin indicated the increased cost was still significantly less than what it would be if the city were to haul it's own waste for disposal. He encouraged council to approve the new contract proposal.
A motion to accept the new contract with Tenelco was made by Councilmember Simmons, Seconded by Councilmember Schiller.
Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.
6. RFP Request for Power & Water Meter Reading System
City Administrator Martin explained how the city's current power and water meter system is failing. The system is so old, software is no longer available to support it. If it fails completely, the city will have to revert to full manual reads for both utilities. He urged council to approve a request for authorization to proceed with the solicitation of a Request for Proposals (RFP), to obtain new meter reading hardware.
A motion to approve the request for an RFP was made by Councilmember Schiller, Seconded by Councilmember Dahl.
Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

Ordinances and Resolutions

7. LGIP Resolution 2025

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Mayor Pro Tem Huff explained how with the departure of Deputy Clerk-Treasurer Blumberg, another employee must be designated as the "authorizing individual" on the LGIP account. Resolution 771 addresses this matter, naming Administrator Martin as her replacement.

A motion accept Resolution 771 was made by Councilmember Simmons, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

- 8. Deputy Clerk-Treasurer Lindsay Blumberg
Not applicable (duplicate).

- 9. Public Records Policy & Resolution

Mayor Pro Tem Huff announced this resolution could not be voted upon this evening, as a posting for a public hearing must first occur. City Attorney Madison Pleasant verified no motion could be made, that tonight would be a first reading only. Madison explained the reason a public hearing necessary was due to a fee schedule change for public records requests, noting that police body camera footage takes a significant amount of time to review for redactions. Madison emphasized a need for the city to be fairly compensated for this process.

Huff asked administration place the resolution on the agenda for the next council meeting and post notice for a public hearing on the issue, in accordance with RCW requirements.

- 10. Banking Authority/Designated Signers

After a short break (due to internet difficulties), Mayor Pro Tem announced Resolution 772, relating to "authorized signers" on city bank accounts, and repealing Resolution 669. Under the new resolution, positions authorized to sign or act on behalf of the city include the Mayor, Mayor Pro Tem, City Administrator, Clerk-Treasurer, and Deputy Clerk-Treasurer.

A motion to accept Resolution 772 was made by Councilmember Dahl, Seconded by Councilmember Klimek.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

Public Comment - City Business Only

None.

Executive Session

- 11. To discuss matters of union contracts/negotiations.

Mayor Pro Tem Huff reconvened the meeting at 7:55pm, announcing that no action was taken during the executive session.

Council Comments

Mayor Pro Tem Huff again thanked the Public Works and Light & Power teams for their efforts after the recent snow and cold temperatures. He admonished all present at the meeting to exercise caution driving in inclement weather. Huff also reminded everyone City Hall would be closed on Monday, February 27th, in observance of President's Day.

Councilmember Schiller asked City Administrator Martin for clarification on the confirmation of two new city employees. The probationary window, potential dates and times for this event were discussed. Mayor Pro Tem Huff asked City Administrator Martin to provide the letter of interest and resumes of those candidates for council to review, to assist them in making an educated decision. Martin indicated he wanted to first check with the Municipal Research and Services Center (MRSC) for further clarification on this process and employee records.

Please turn off Cell Phones- Thank you
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Councilmember Dahl asked City Administrator Martin for an update on Civil Service and Planning Commissions. Martin indicated administration is first working on getting the Civil Service Commission (CSC) running again through announcements on Facebook. The city has already received notification from parties, indicated their interest in building and planning. There was some discussion amongst councilmembers and administration as to whether any members remain on the CSC, or if all positions have been vacated.

Mayor Comments

None.

City Administrator Comments

City Administrator Jon Martin provided the following updates to council:

- 1) An issue has come up with the Chiller Replacement project; the bidder (Sunset Air) has not provided their required insurance information. Therefore, the city might need go back and rework the bid process.
- 2) Jon explained safety protocols regarding the repair of power lines, especially after power system failures. He provided clarification for the delay in some of the city's crews being able to work.
- 3) The individual selected for the Police Clerk position has completed her background check and fingerprinting. He hopes the hiring process will be completed within the next two weeks.
- 4) The city has received 74 applications for the open Public Works position, which closes on Friday. Many qualified individuals have applied.
- 5) Administration is still working on completing the necessary Bank Reconciliation reports, so that they can provide council with specific Profit and Loss figures. Martin noted that administration is being very intentional in their spending, which has resulted in a decrease in payroll spending and an increase in bank account balances, from what they were this time last year.

Adjourn

After no further comments, a motion to adjourn was made by Councilmember Simmons, Seconded by Councilmember Klimek.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Meeting adjourned at 8:06pm.



McCleary Special City Council Meeting

Thursday, February 20, 2025 – 6:30 PM

McCleary Community Building, and Zoom Virtual Meeting

Minutes

Join Zoom Meeting

<https://us06web.zoom.us/j/7878553789>

Meeting ID: 787 855 3789

(253) 215-8782

Call to Order/Flag Salute/Roll Call

The meeting was called to order at 6:30pm. The Pledge of Allegiance was conducted, followed by roll call. All councilmembers present.

Agenda Modifications/Acceptance

A motion to accept the agenda was made by Councilmember Dahl, Seconded by Councilmember Klimek. Voting Yea: Councilmember Simmons, Mayor Pro Tem Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

Special Presentations

None.

Public Comment

Mayor Pro Tem reviewed the guidelines for public comments. No members of the public spoke.

Consent Agenda

None.

Discussion

None.

New Business

None.

Old Business

None.

Ordinances and Resolutions

None.

Public Comment - City Business Only

Discussion

1. Layoff Notifications - IBEW, Brycen Huff

Mayor Pro Tem Huff and Councilmembers Klimek, Dahl, and Schiller each made comments regarding an email the Mayor sent to City Administrator Martin, laying off of two Light & Power employees. Councilmember Dahl reported the city had received a letter from the union today, requesting a 20 years of data, due to the Mayor's actions violating numerous aspects of the union contract. Jason Trotter, IBEW Union Representative spoke to the union's position in this situation. Jason sent the letter Councilmember Dahl referred to. He noted the procedure for laying off union employees has been the same since the union began representing employees 20 years ago (hence the request for 20 years of data).

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Public Comment

Senior Lineman Paul Nott touched on the succession plan to replace retiring linemen in the future.

Missi Olson commented on the layoff situation and future mayoral elections.

Bob Dahl had several inquiries about the situation, which he directed to the City Administrator Jon Martin. Jon noted his inability to comment on the situation, due to ongoing negotiations. City Attorney, Madison Pleasant provided responses to Bob's questions from the legal perspective.

Cindy Nott commented on the layoff situation and her appreciation for city Light & Power employees.

Sarah (last name not provided), shared state statues regarding the removal of a mayor.

Carri Comer expressed her perspective on the performance of certain city employees.

Nancy Gonzales commented on the Mayor Miller's choices while in office. She inquired as to the possibility of creating a city ordinance to address concerns. Madison Pleasant indicated such an action was possible, however the ordinance could only go into effect after the current Mayor's term was up.

Councilmember Schiller warned of the risk of litigation, should council attempt to remove Mayor Miller from office.

Light & Power employees Rob Lisle and Austin Neary thanked council and the public for their support in this situation.

Mayor Pro Tem Huff commented on the amount of employee turnover under Mayor Miller's term. He expressed optimism in employees and the people of McCleary to move forward, in spite of the current situation.

Councilmember Klimek expressed his support for employees Rob Lisle and Austin Neary.

Executive Session

None.

Adjourn

A motion to adjourn was made by Councilmember Klimek, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Simmons, Mayor Pro Tem Huff, Councilmember Shiller, Councilmember Dahl, Councilmember Klimek. Meeting adjourned at 7:14pm.

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McCleary Regular City Council Meeting

Wednesday, February 26, 2025 – 6:30 PM

McCleary Community Building, and Zoom Virtual Meeting

Minutes

Join Zoom Meeting

<https://us06web.zoom.us/j/7878553789>

Meeting ID: 787 855 3789

253-215-8782

Call to Order/Flag Salute/Roll Call

The meeting was called to order at 6:30pm. The Pledge of Allegiance was conducted, followed by roll call. All councilmembers present.

Agenda Modifications/Acceptance

Mayor Pro Tem Brycen Huff and Councilmember Keith Klimek both asked to add discussion topics to the agenda under the section of Old Business.

A motion to modify the agenda was made by Councilmember Dahl, Seconded by Councilmember Simmons. Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

Special Presentations

1. Port of Grays Harbor - Kayla Dunlap

Kayla presented council with information on the history, governance, focus on economic development, number of ports, uses, and current projects for future improvements to the Port of Grays Harbor.

Public Comment - Agenda Items Only

Public comment is limited to a maximum of three minutes per person.

Please refrain from interrupting the speaker. Your comments should be respectful and courteous. If, at any time, the dialogue does not meet these criteria, a citizen will be asked to stop public comment.

Please note that this is for comment only, and the council or staff cannot engage in conversations with the public.

Mayor Pro Tem Huff read aloud the guidelines for public comment.

City Administrator Jon Martin announced Mayor Miller's recent letter regarding layoffs had been rescinded, and additional time was being taken to reevaluate finances. He voiced administration's intention to avoid layoffs if possible and maintain state regulations for crew minimums. He apologized to employees and their families for the stress this event caused.

Jeff Geer made comments regarding street maintenance, solar panels, meter reader equipment, the vote of no confidence in the mayor, and Mayor Miller's letter to the public.

Rich Ramirez acknowledged the sacrifices of Light & Power employees and thanked them for their dedication, especially during inclement weather.

Trevor Wollen thanked McCleary's Light & Power crew for their reliability. He acknowledging the brotherhood that exists between Light & Power workers throughout Grays Harbor. He encouraged councilmembers and administration to maintain the current McCleary's current crew size in the Light & Power department.

Sarah Daniels made comments regarding salaries of city employees.

Consent Agenda

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2. Claims Approval:

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a councilmember.

i Approval of checks/vouchers/disbursements numbered 54282 to 54322 in the amount of \$212,340.98

Mayor Pro Tem Huff read the consent agenda aloud and asked if there were any questions or comments on this topic. Councilmember Dahl noted the position of Deputy Clerk Treasurer was still vacant and acknowledged the ongoing negotiations between the city and the union in relation to this position. She noted temporary staff are currently fulfilling these duties and expressed a desire to see this position posted as soon as possible.

A motion to approve the consent agenda was made by Councilmember Schiller, Seconded by Councilmember Simmons.

Voting Yea: Councilmember Simmons, Mayor Pro Tem Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

Updates

None.

New Business

None.

Old Business

3. TIB 2025 Roadway Treatment Project - Jon Martin

City Administrator Jon Martin provided an update on this project and fielded questions from Councilmembers Dahl and Schiller.

4. Solar Panels - Jon Martin

City Administrator Jon Martin recognized Jill Ikenhurst from Commerce, who was in attendance via Zoom. Jill was asked to field any grant questions council may have regarding the solar grant award.

Jill verified there is no requirement by the city to commit to the company Amaresco as a solar panel provider, nor is there a requirement for the city to match grant funding. She also noted should the city choose to turn down the grant award, this in no way impacts McCleary from applying for or receiving future grant funding for solar.

Councilmember Brent Schiller inquired as to whether possible changes to site selection or reducing the number of panels purchased would impact grant funding. Jill verified the city is welcome to change the location or reduce the number of panels previously outlined in the grant application, but noted the change would be subject to review and approval, and may result in a reduction of grant funding.

Councilmembers Schiller, Dahl and Klimek had several questions pertaining to costs, revenue, installation, damage and maintenance of solar panels. Jon recommended council create an ad hoc committee, to conduct a deeper investigation and provide answers to these questions.

A motion to (take the next step? in the grant process?) was made by Councilmember Simmons, Seconded by Councilmember ??.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

Ordinances and Resolutions**Lindsay Baum Banner Discussion****Please turn off Cell Phones- Thank you**

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Mayor Pro Tem Huff recounted a previous discussion on this matter, whereby the Lindsay Baum Foundation asked council if they would donate the current banner on City Hall to the foundation, for them to use at events, and pay to replace it with one of the updated banner designs they have created. Huff made a motion asking council to amend the 2025 budget to include this expense. Councilmember Simmons requested a quote for the cost of banner, before he is be willing to vote on amending the budget. Therefore this issue will be addressed at the next council meeting.

Loose dogs in Beerbower Discussion

Councilmember Klimek spoke of a citizen's recent interaction with an aggressive dog at the park, who was not on a leash. He asked council to discuss creating an ordinance that would encompass such nuisances, requiring dog owners to keep their dogs on a leash, in control and pick up after their waste. He also asked council to consider posting signage of park rules regarding dogs.

Police Chief Ryan Miskell noted there are already ordinances in McCleary's Municipal Code that address these concerns. Chief Miskell was supportive of posting signage to reference these codes.

5. Emergency Purchase, Meter Reader - Jon Martin

City Administrator Jon Martin praised Utilities Clerk Lori Ann Hansen's extensive efforts to get the current meter reader system (Itron) repaired after it stopped functioning last week. He thanked employees from the Public Works and Light & Power crews for getting this month's meters read manually, during inclement weather. The current system cannot be fixed as the parts needed for repairs are no longer manufactured. To this point McCleary has received two bids for a new meter reader system, both at approximately \$40,000. Advantages of one system over the other, for a similar cost were provided.

A motion to approve emergency funding for a new meter reader system was made by Councilmember Simmons, Seconded by Councilmember Schiller.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

6. Vote of No Confidence - Brycen Huff

Open Letter to the McCleary Residents - Chris Miller

Mayor Pro Tem Brycen Huff read Resolution 774 aloud. Councilmembers Dahl, Schiller and Klimek commented on their experiences with Mayor Miller during his term, as they pertain to this resolution.

A motion to pass Resolution 774 was made by Councilmember Schiller, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Resolution passed.

7. IBEW Support - Brycen Huff

Mayor Pro Tem Brycen Huff read Resolution 775 aloud.

Councilmember Jacob Simmons noted that passing the resolution does not guarantee no layoffs will occur. He asked City Attorney Madison Pleasant if the wording around layoffs in the resolution would put the city at risk for a lawsuit. Madison noted the executive power required to lay off an employee resides with the Mayor and not council. She noted the verbiage pertaining to layoffs does nothing more than show council's support for city workers to remain employed.

A motion to pass Resolution 775 was made by Councilmember Schiller, Seconded by Councilmember Klimek.

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Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Resolution passed.

Public Comment - City Business Only

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Please refrain from interrupting the speaker. Your comments should be respectful and courteous. If, at any time, the dialogue does not meet these criteria, a citizen will be asked to stop public comment.

Please note that this is for comment only, and the council or staff cannot engage in conversations with the public.

Jeff Geer expressed his support for council's actions.

Senior Lineman Paul Nott thanked all those in attendance for their support of Light & Power employees.

Executive Session

8. *Per RCW 42.30.110 (1)(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, litigation, or potential litigation.*

Council broke for an executive session at 8:21pm, to discuss agency enforcement actions, litigation, and potential litigation with City Attorney Madison Pleasant.

Meeting reconvened at 8:51pm; no decisions or action was taken during the executive session.

Council Comments

Councilmember Simmons and Klimek expressed a desire to add conversations regarding employee confirmations and public records requests to the next council meeting agenda.

As Mayor Pro Tem Huff will be unable to attend next week's meeting, topic of employee confirmations will be added to the March 26th agenda in two weeks. The public records request discussion will be added to the March 5th agenda.

Councilmember Klimek asked for an update on the audit. Clerk-Treasurer Jamie Vinyard reported she is currently preparing cost allocation fees, which is the last item on the audit. A final meeting with the auditor is scheduled for next Tuesday. Presuming she has all the information to conclude her investigation, the auditor will write her report of findings, which will then be followed by an exit conference. Once this is complete, an audit discussion will be added to a future agenda.

Mayor Pro Tem Huff noted he sat in on the entrance conference, and encouraged another member of council to set in on the exit conference.

A motion to solicit an estimate from Washington Cities Insurance Authority (WCIA) for and investigation of the mayor and his conduct was made by Councilmember Schiller, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Motion passed.

City Administrator Comments

Adjourn

A motion to adjourn the meeting was made by Councilmember Klimek, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Schiller, Councilmember Dahl, Councilmember Klimek. Meeting adjourned at 8:58pm.

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City of McCleary

STAFF REPORT

| | |
|--------------------|-------------------------------|
| To: | Mayor Miller and City Council |
| From: | Kevin Trehwella |
| Date: | March, 2025 |
| Department: | Water and Wastewater |

Wastewater:

The last 7 days of February we had 4.5 inches of rain. Unfortunately, it exposed a longstanding leak in the walls in building F. That building houses process control, high voltage power and effluent control. We have received 1 quote for the roof repair only. This week we have a company coming out to test for asbestos and black mold in the walls. At least one interior wall will have to be replaced, the 2x4's are rotted. This rain brought hundreds of thousands of gallons of rainwater into the treatment plant. All those extra gallons cost to treat.

We are still waiting to hear from Ecology as to whether we receive the grant to locate all the problems in our sewer system.

After we locate all the problems that are causing all the rainwater and groundwater to come in, we will then apply for a grant to fix the problems.

FYI, we have in the files a letter dating from 1966 regarding this problem.

In the city many of the lift stations are getting to a stage where replacements need to be made. On the lift station control panels, the parts are not available anymore. One lift station the pumps are wearing out and the pumps are no longer made, we cannot get parts for repairs. If we wait too long to replace the electronics and the pumps, we may end up like we did with evergreen lift station and end up paying to have the lift station pumped. The lead time on lift station control panels is 4 to 6 months.

Also, the ethernet cable between wellhouses 2 & 3 needs to be replaced.

Kevin Trehwella



City of McCleary

STAFF REPORT

| | |
|--------------------|--|
| To: | Mayor and Council |
| From: | Jenna Jarvis, Public Works Field Foreman |
| Date: | March 3, 2025 |
| Department: | Public Works |

Hello everyone!

We didn't do our monthly hydrant flushing in February due to the freezing weather and didn't want to create any more ice on the roads than we already had.

We have some major projects that we are working on but of course will take a tremendous amount of time. In our spare time we have been scanning documents to become more digital and in case of an emergency where we lose all physical documents. We will also be focusing more on fixing headstones in the cemetery that have been neglected over the years. We will also be adding a closet at the community center to be able to store council meeting supplies instead of constantly hauling back and forth.

February was one for the books for the public works crew as we were all hit hard with some kind of illness. Not only were we hit with illness we also had two wonderful people leave the public works crew to move onto better opportunities at different cities. These two crew members will be missed, I wish these two individuals' success in wherever life takes them!

Have a wonderful day!
-Jenna Jarvis



City of McCleary

STAFF REPORT

| | |
|--------------------|--------------------|
| To: | City Council |
| From: | Chief Ryan Miskell |
| Date: | March 2025 |
| Department: | Police Department |

Department Report:

Contracts:

- **Connections Contract:** Connections conducts our child forensic interviews when needed for criminal cases. Our agency has been paying Connections a flat fee of \$5,000 per year for their services. However, after reviewing our usage for 2024 where we only utilized their services twice, I was able to negotiate an hourly rate that will be more cost effective for our city. I reached out to Wendy at Connections to discuss this, and after our conversation we agreed to switch to an hourly rate for 2025. We have negotiated a rate of \$60 per hour, which should be more appropriate given our limited use of the service. This new arrangement will allow us to pay only for the services we use, potentially resulting in significant cost savings. I believe this change will better reflect the scale of our needs while still ensuring that we have access to the valuable resources Connections provides when required. This contract should be finalized prior to the end of the month.
- **Join Contract:**
The jail contract with Chehalis Tribal has been renewed.
- **Animal Contract:**
The city of McCleary does not currently have a contract with an animal shelter for stray and dangerous dogs. The contract that McCleary, Elma, and Montesano had was discontinued by the previous animal shelter. Along with updating our city codes so that we are not required to pick up every stray dog, I am in negotiations with Aberdeen Police Department to house our dangerous dogs at their shelter.

Reserve Update:

- We are in the final stages of getting our first reserve of the year on board. The process should be completed in the next week or two. We are looking forward to building our reserve program to focus more attention on community events and outreach.

Equipment Management:

- As discussed at our most recent council meeting, our vehicle surplus project is still moving forward. There will be updates at the next council meeting.

Community Events:

- We have registered for this year's National Night Out and are at the beginning of our planning stage.

Respectfully,

Chief Ryan Miskell



City of McCleary

STAFF REPORT

| | |
|--------------------|--------------------------------|
| To: | Mayor and Council |
| From: | Jamie Vinyard, Clerk-Treasurer |
| Date: | March 03, 2025 |
| Department: | Finance & Administration |

Finance:

We have been busy researching many items that have thrown off multiple months of banking reconciliations as far back as August through December 2024. Several missing entries between the bank statements and the accounting software have been discovered, in addition to duplicated entries, and unexplainable erroneous entries that we are trying to sort out. We are focused on cleaning up and properly recording these items so we can produce clean and accurate financial reports.

Through the current transition of the deputy clerk duties we are reorganizing and documenting procedures.

We currently have 4 open public records requests that have been extended through March 2025 due to short staff.

The audit with State Auditor's Office continues...The audit was set to be concluded on or before February 28, 2025, and this has been extended due to the auditor requesting additional salary compensations for 6 additional employees for FY22 and FY23. Once these payroll tests have been performed, we will complete the cost allocation portion of the audit. As for now, to my knowledge these are the final items that will conclude the audit.

Once completed with the State Auditor's Office, we will move on to the unresolved audit items with the Internal Revenue Service.

Please feel free to reach out with any questions.

Jamie Vinyard
Clerk-Treasurer



City of McCleary

STAFF REPORT

| | |
|--------------------|-----------------|
| To: | Council |
| From: | Paul Nott |
| Date: | 3/3/2025 |
| Department: | Light and Power |

Hello All,

This last month we have had 3 outages. One at the tracks on Summit Rd (sparking pole). One was a failing cut out on Mommsen and the last one was during the windstorm.

We've had 3 disconnects for contractors upgrading services and removed some danger trees.

The city faired good during the windstorm that hit us. We only had one tree come down that took down the wire.

We have also been acquiring the equipment to install 2 more cameras, one by the park and the other on the transit station.

We have received our new pick up and have been prepping it for service.

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

Paul



City of McCleary: **STAFF REPORT**

| | |
|--------------------|---|
| To: | Mayor Miller and City Council Members |
| From: | Dalyn Davis |
| Date: | March. 3rd, 2025 |
| Department: | Building Permitting/Conservation Program/Public Works |

Good evening, Mayor, and Council,
I wanted to take a moment to provide an update on some crucial matters that have been unfolding in the city of McCleary.

Code Enforcement and Complaints:

Code Enforcement matters include: **13.34.020,8.16.110,8.20.30.**

Our department has received 0 written complaints. The status of the two previous complaints is: Documentation has been provided to the City Attorney. However, one complaint has resolved itself for now. **(13.34.020)** We believe in maintaining the integrity of our city. Thank you for entrusting us with the responsibility of serving you, the wonderful citizens of McCleary.

Building Department

| ACTIVITY | TOTAL | Notes |
|------------------------------|--------------|--|
| Customer Service | 17 | |
| Building Permits Issued | 1 | |
| Plan Reviews | 0 | |
| Inspections Performed | 3 | |
| Complaints Received | 1 | Verbal communication needs Nuisance Form |
| Code Violations Identified | 2 | Code 8.16.020(6)(7) (13: A1) (15)(23) |
| Verbal Communication | 1 | |
| Nuisance Letters Sent | 0 | |
| Lemay's Garbage Letters Sent | 0 | |

Conservation Program

| Month | Applications Received | Conservation Permits Issued | Rebates Paid This Month | Total Rebates Paid to Date |
|--------------|------------------------------|--------------------------------------|--------------------------------|-----------------------------------|
| Jan. 22nd | 1 | 1 Attic Insulation Rebate | \$2,724.00 | \$3,949.80 |
| Feb. 25th | 1 | Low Income Energy Efficiency Program | \$1600 | 0 |



Transportation Improvement Board (TIB)
Consultant Agreement

**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

**V
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

**VII
EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTs employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



Transportation Improvement Board (TIB)

Consultant Agreement**IX****TERMINATION OF AGREEMENT**

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.



Transportation Improvement Board (TIB)
Consultant Agreement

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.



Transportation Improvement Board (TIB)
Consultant Agreement

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.


**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By  By _____
 Michael B. Johnson, P.E., President

Consultant Gray & Osborne, Inc. City of McCleary



EXHIBIT A-1 Certification of Consultant

| | |
|-------------------------------|---------------------|
| Project No. 2-W-956(006)-1 | City of McCleary |
|-------------------------------|---------------------|

I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

2/12/25

Date

Michael B. Johnson

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of McCleary, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project No.

2-W-956(006)-1

Describe the Scope of Work

The City of McCleary, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to perform otta seals, chip/fog seals and/or roadway pulverization on various City streets. This scope of work includes design engineering needed to:

- Perform otta seal and/or chip/fog seal and/or roadway pulverization treatments to the following selected street segments included in Exhibit H;
- Identify utility adjustments and/or survey monuments protection/replacement that may be required;
- Estimate quantities and costs for each street segment;
- Develop contract documents to bid the work.

This scope of work does not include a topographical survey of this project. A site visit (walkthrough) will be conducted by the Project Engineer(s) to assess site conditions, and to otherwise acquire pertinent information necessary for the preparation of bid/construction documents. This information will be used to estimate quantities for major bid items and in the preparation of special details unique to this project.

Unless otherwise directed and approved by the City and the Transportation Improvement Board, the project will be designed in conformance with the TIB grant agreement. Because this project is considered a preservation project, a historical and cultural survey will not be required. This project is also categorically exempt from SEPA. As such, services to complete SEPA documentation have not been included.

Design, Bid and Award Services

1. Gray & Osborne shall coordinate the design and bidding of the project with the City Administrator (and/or his authorized representative) and the Transportation Improvement Board's Project Engineer.
2. Gray & Osborne shall conduct a limited field walkthrough, including acquiring a limited photographic inventory of site conditions. The walkthrough will be conducted by two Gray & Osborne staff members. It will be conducted one time and be sufficient detail to: (1) aid in the preparation of bid ready set of construction documents (PS&E products); and (2) aid in the development of bid quantities.
3. Prepare preliminary (60 percent) and semifinal (90 percent) bid/construction documents for the City's review and comment. Incorporate applicable comments at 60 and 90 percent review levels. The bid documents will include a proposal, contract, bonds, special provisions, special details, site plan/vicinity map details, and incorporate the current WSDOT Standard Specifications as further reviewed and approved by the City and/or TIB engineer.
4. Prepare detailed engineer's cost estimate and submit at intervals listed in item 3 above.
5. Coordinate all work products and site visits with the City Administrator and/or his authorized representative.
6. Provide overall project management of design services, deliverables, schedule, and budget. Submit monthly engineering invoices identifying budget information.
7. Conduct two in-house quality assurance/quality control (QA/QC) meetings during the course of the project. The meetings will take place at approximately 60, and 90 percent completion status. The meetings will include review by qualified senior staff members, key design team members, and Agency staff (as desired). Incorporate pertinent recommendations and suggestions into bid/construction documents regarding QA/QC reviews.



Transportation Improvement Board (TIB)

Consultant Agreement

8. Submit final plans, specifications, engineer's cost estimate (construction), and updated TIB Bid Authorization form to the City and TIB and solicit authorization to bid the project from both the City and TIB.
9. Prepare and/or transmit a "Call for Bids" to Daily Journal of Commerce and City's official newspaper of record. (Note: Our cost does not include cost of publication.)
10. Prepare and distribute (electronic) bid documents by use of Gray & Osborne's online Bid Document Distribution System and maintain a planholder's list.
11. Answer bid inquiries during bid phase, to include providing written clarification as may be required.
12. Prepare and distribute any bid addenda as required.
13. Review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, and prepare and transmit Engineer's "Letter of Recommendation for Award." Coordinate with City and TIB.

Documents to be Furnished by the Consultant

- One copy each of Bid/Construction Documents, and Cost Estimates for each submittal phase.
- One copy of Engineer's Construction Cost Estimate.
- One electronic copy (PDF) and two hard copies of final bid/construction documents, including bid addenda as applicable.
- Copy of all submittals approved for project (construction phase).
- Miscellaneous correspondence and TIB paperwork forms.



EXHIBIT C-2 Payment (Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANTs actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. Actual Cost: If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. Actual Cost Not To Exceed Maximum Percent: If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. Fixed Rate: If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANTs cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANTs books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANTs profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



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Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
 (Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

| | | | | | |
|---|------------------|---|--------------|---------------------------|-----------------|
| Prepared by Brian Sourwine, P.E. | | | | Date February 12, 2025 | |
| Project City of McCleary – 2025 Roadway Treatments | | | | | |
| Direct Salary Cost (DSC) | | | | | |
| Classification | Man Hours | | Rate | | Cost |
| Project Manager | 34 | x | \$45 to \$80 | = | \$1,972 |
| Civil Engineer | 88 | x | \$35 to \$57 | = | \$4,400 |
| AutoCAD/GIS Tech./Engineering Intern | 16 | x | \$20 to \$55 | = | \$720 |
| TOTAL DSC | | | | | \$7,092 |
| OVERHEAD (OH Cost including Salary Additives) | | | | | |
| OH Rate x DSC or 186% x \$7,092 | | | | | \$13,191 |
| FIXED FEE (FF) | | | | | |
| FF Rate x DSC or 42% x \$7,092 | | | | | \$2,979 |
| REIMBURSABLES | | | | | |
| Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc. | | | | | \$453 |
| SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead) | | | | | \$0 |
| GRAND TOTAL | | | | | \$23,715 |



EXHIBIT D-2
Consultant Fee Determination Summary Sheet
 (Specific Rates of Pay)
FEE SCHEDULE

| Discipline or Job Title | Hourly Rate | Overhead 186% | Profit 42% | Rate Per Hour |
|--------------------------------------|-------------|-------------------|-----------------|-------------------|
| AutoCAD/GIS Tech./Engineering Intern | \$20-\$55 | \$37.20-\$102.30 | \$8.40-\$23.10 | \$65.60-\$180.40 |
| Electrical Engineer | \$38-\$71 | \$70.68-\$132.06 | \$15.96-\$29.82 | \$124.64-\$232.88 |
| Structural Engineer | \$38-\$71 | \$70.68-\$132.06 | \$15.96-\$29.82 | \$124.64-\$232.88 |
| Environmental Tech./Specialist | \$30-\$56 | \$55.80-\$104.16 | \$12.60-\$23.52 | \$98.40-\$183.68 |
| Engineer-In-Training | \$32-\$55 | \$59.52-\$102.30 | \$13.44-\$23.10 | \$104.96-\$180.40 |
| Civil Engineer | \$35-\$57 | \$65.10-\$106.02 | \$14.70-\$23.94 | \$114.80-\$186.96 |
| Project Engineer | \$40-\$60 | \$74.40-\$111.60 | \$16.80-\$25.20 | \$131.20-\$196.80 |
| Project Manager | \$45-\$80 | \$83.70-\$148.80 | \$18.90-\$33.60 | \$147.60-\$262.40 |
| Principal-in-Charge | \$50-\$80 | \$93.00-\$148.80 | \$21.00-\$33.60 | \$164.00-\$262.40 |
| Resident Engineer | \$38-\$60 | \$70.68-\$111.60 | \$15.96-\$25.20 | \$124.64-\$196.80 |
| Field Inspector | \$35-\$58 | \$65.10-\$107.88 | \$14.70-\$24.36 | \$114.80-\$190.24 |
| Field Survey Crew (2 Person) | \$60-\$95 | \$111.60-\$176.70 | \$25.20-\$39.90 | \$196.80-\$311.60 |
| Field Survey Crew (3 Person) | \$100-\$130 | \$186.00-\$241.80 | \$42.00-\$54.60 | \$328.00-\$426.40 |
| Professional Land Surveyor | \$40-\$63 | \$74.40-\$117.18 | \$16.80-\$26.46 | \$131.20-\$206.64 |
| Secretary/Word Processor* | N/A | N/A | N/A | N/A |

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

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 \$0.70 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



**EXHIBIT E-1
Breakdown of Overhead Cost**

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

| | |
|---|---------------|
| Federal, State, and Local Taxes | 21.2% |
| Insurance and Medical..... | 23.0% |
| Professional Development and Education..... | 0.6% |
| Sick Leave, Vacations and Holidays..... | 14.2% |
| Administration (Typing, CADD, GIS, Computer)**..... | 37.2% |
| Rent, Utilities, and Depreciation..... | 19.0% |
| Office Expenses, Support and Maintenance | 5.1% |
| Travel..... | 2.0% |
| Retirement and Incentive Program..... | 63.4% |
| Facilities Cost of Capital | 0.3% |
| TOTAL: | 186.0% |

**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 F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

None.



EXHIBIT H
Treated Roadway Segments

| Chip/Slurry/Fog Seal | | | | |
|-----------------------------|-----------------------------|----------------------------|----------------------------|---------------------|
| Arterial | Termini | Segment length (ft) | Pavement Width (ft) | Square Yards |
| 2 ND ST | MOMMSEN ST to CEDAR ST | 1,008 | 21 | 2,352 |
| 4TH ST | W SIMPSON AVE to EOR | 3,305 | 21 | 7,712 |
| 5TH ST | W SIMPSON AVE to OAK ST | 1,531 | 20 | 3,402 |
| 6TH ST | W SIMPSON AVE to HEMLOCK ST | 1,885 | 23 | 4,817 |
| 7TH ST | W SIMPSON AVE to FIR ST | 744 | 24 | 1,984 |
| 8TH ST | W SIMPSON AVE to MAPLE ST | 317 | 19 | 669 |
| 9TH ST | W SIMPSON AVE to MAPLE ST | 211 | 21 | 492 |
| BIRCH ST | MOMMSEN ST to EOR | 1,399 | 15 | 2,332 |
| E CEDAR ST | 3RD ST to EVERGREEN PLACE | 787 | 20 | 1,749 |
| E OAK ST | 3RD ST to 1ST ST | 734 | 22 | 1,794 |
| E PINE ST | 3RD ST to BIRCH ST | 1,088 | 26 | 3,143 |
| HEMLOCK ST | 6TH ST to MAIN ST | 1,014 | 20 | 2,253 |
| N 1ST ST | BECK ST to MOMMSEN ST | 1,668 | 17 | 3,151 |
| S 1ST ST | MOMMSEN ST to OAK ST | 1,209 | 19 | 2,552 |
| SUMMIT ROAD | TRAFFIC LIGHT to BEAR ST | 2,191 | 22 | 5,356 |
| W FIR ST | 7TH ST to 6TH ST | 359 | 21 | 838 |
| W OAK ST | WOR to MAIN ST | 1,378 | 20 | 3,062 |
| W PINE ST | 6TH ST to 5TH ST | 385 | 21 | 898 |
| W SPRUCE ST | EOR to 4TH ST | 422 | 17 | 797 |
| TOTAL | | 21,635 | | 49,354 |

City of McCleary
2-W-956(006)-1
2025 Otta Seal
Multiple Locations

STATE OF WASHINGTON
 TRANSPORTATION IMPROVEMENT BOARD
 AND
 City of McCleary
 AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2025 Otta Seal, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of McCleary, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 95.0001 percent of approved eligible project costs up to the amount of \$462,586, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



Washington State Transportation Improvement Board

TIB Members

- Chair
Councilmember Sam Low
Snohomish County
- Vice Chair
Mayor Hilda González
City of Granger
- Susan Carter
Hopelink
- Kent Cash
Port of Vancouver
- Barbara Chamberlain
WSDOT
- Dongho Chang
WSDOT
- Scott Chesney
Spokane County
- Vicky Clarke
Cascade Bicycle Club & Washington
Bikes
- Nick Covey
Link Transit
- Andrew Denham
Town of Twisp
- Stephanie Forman
Forman Consulting
- Preston Frederickson
City of Walla Walla
- Commissioner Al French
Spokane County
- Commissioner Scott Hutsell
Lincoln County
- Councilmember Jon Pascal
City of Kirkland
- Les Reardanz
Whatcom Transportation Authority
- Mayor Kim Roscoe
City of Fife
- Maria Thomas
Office of Financial Management
- John Vicente
City of Kenmore
- Jennifer Walker
Thurston County
- Jane Wall
County Road Administration Board

November 22, 2024

Chris Miller
Mayor
City of McCleary
100 South 3rd St
McCleary, WA 98557-9652

Dear Chris Miller:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, 2025 Otta Seal, Multiple Locations, TIB project number 2-W-956(006)-1.

TIB is awarding 95.0001% of approved eligible project costs with a maximum grant of \$462,586.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and revise, if necessary. Sign and email a copy.
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB. **This project must advertise for bids no later than May 1 and construction activities shall start no later than July 1 of the year of scheduled construction, unless TIB provides an extension in writing.**

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2025, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.

If you have questions, please contact Chris Langhoff, TIB Project Engineer, at ChrisL@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director
P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov

City of McCleary AGENDA BILL

COUNCIL MEETING DATE: February 26,2025

SUBJECT: 2025 Otta Seal

This is for a Otta Seal or Chip Seal of the proposed locations, we are asking Council Approval although because we do anticipate savings for other area in the General Fund approval is not required but we are asking just in case.

CATEGORY:

| | | |
|----------------------|-------------------|----------------|
| CONSENT AGENDA | ORDINANCE | STAFF REPORT |
| PUBLIC COMMUNICATION | RESOLUTION | PROCLAMATION |
| X OLD BUSINESS | REQUEST | STUDY SESSION |
| NEW BUSINESS | CONSULTANT REPORT | PUBLIC HEARING |
| OTHER | | |

ATTACHMENTS: Bid award letter, Scope of Area, Agreement

EXPENDITURE AMOUNT:\$24,346

AMOUNT BUDGETED: \$0

PRESENTED BY: Jon Martin City Administrator

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

COUNCIL ACTION:

APPROVED

CONTINUED

DENIED

COUNCIL REQUEST FOR INFORMATION