



# McCleary Regular City Council Meeting

Wednesday, February 14, 2024 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

## Agenda

### Join Zoom Meeting

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### Webinar ID

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Webinar 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. Accounts Payable January 16-31, 2024 Check Numbers 52957-52997 Including EFT's Totaling \$57,393.87
2. January 24, 2024 Minutes

### Updates

3. Staff Reports - Police Activity, Public Works, Light & Power, Fire Department, Public Works Director, Finance
4. Council Committee Updates

### New Business

### Old Business

5. Trotter & Morton Agreement
6. Legacy Power Systems Proposal
7. Information Technologies (IT) Project Update - MOU with IBEW

### Ordinances and Resolutions

### Public Comment - City Business Only

### Executive Session

### Council Comments

### Mayor Comments

### Adjourn

### Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.

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La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.



# McCleary Special City Council Meeting

Wednesday, January 24, 2024 – 6:30 PM

Zoom Virtual Meeting & City Hall Council Chambers

## Minutes

### Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:30 pm by Mayor Miller

### PRESENT

Councilmember Jacob Simmons  
 Councilmember Brycen Huff  
 Councilmember Andrea Dahl  
 Councilmember Keith Klimek

A motion was made, seconded and passed to excuse Councilmember Ross from the meeting.

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

### Agenda Modifications/Acceptance

Motion made by Councilmember Dahl, Seconded by Councilmember Huff to approve the agenda as written.

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

### Public Comment - Agenda Items Only

Gina Banks made comments regarding the City's contract with Fire District No. 5 for ambulance services. She also stated concern for coverage and low staffing levels in the fire department. She asked for there to be more collaboration with Fire District 12.

### Consent Agenda

1. Accounts Payable Dec 22, 2023 - Jan 15, 2024 Ck Numbers 52887-52925 including EFT's Totaling \$511,207.93
2. Accounts Payable 13th Month Check Numbers 52926-52955 Totaling \$39,069.56

Motion made by Councilmember Huff, Seconded by Councilmember Dahl to approve the consent agenda as written.

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

### Updates

3. Staff Reports - Public Works Director

Chad Bedlington, Director of Public Works, provided an update on the Aquifer study, stating there will be a meeting with the Chehalis Basin Partnership on Friday, then it will be coming in front of council.

4. Information Technologies (IT) Project Update

Mr. Bedlington provided an updated scope of work from Aktivov for completion of the IT Project and ongoing service. Arnie Bhowmick, Aktivov Asset Management, provided an overview of Aktivov. They are a global company in all time zones, so the city would have 24/7 response. Councilmember Klimek asked how they would be responding to the city as they are located in Sammamish. He stated the company is interested in hiring Tyson Ryder as a 1099 employee to help with onsite issues for IT support when needed through Aktivov. He would be employed outside of the city and only work

outside of his normal working hours. This would save the city money on commute time and call out time from Aktivov and provide better local service.

Councilmember Huff stated the city handbook does not allow employees to benefit personally from the city in outside employment. He thinks this is an ethical issue and gray area and doesn't sit well with him. Mr. Bhowmick responded this proposal is the most cost-effective for the city. They are trying to look out for the city's financial interest.

Councilmember Simmons asked how far from complete the project is and what the vulnerability is for the city. Mr. Bhowmick stated the project needs 6-8 weeks for completion and the city is vulnerable currently. He stated the ongoing service contract would be for monthly monitoring and system management after the initial completion of the system.

Councilmember Klimek asked how many hours the company would estimate needing Tyson onsite. Mr. Bhowmick stated he expects 15-20 for the first 6-8 weeks then much less as it would only be for hardware needs on site.

Councilmember Simmons asked what the budget included for IT Services in 2024. Jenna Amsbury, Clerk-Treasurer stated \$46,000 was in the budget, this proposal would add \$25,000 to \$30,000 to that figure.

Liability was discussed if Tyson were to be working for Aktivov how that would impact the City. Mr. Bhowmick stated he would be a 1099 employee, independent contractor. There was discussion that over 60 companies were sent the initial request for proposals for IT Services and only 3 responded. Aktivov was the lowest cost of the three.

No decisions were made.

## **New Business – None**

### **Old Business**

#### **5. Expanded Grant Writing Pool- Professional Service Agreements**

Chad Bedlington, Director of Public Works, explained there were two new organizations that responded to an RFP for grant writing services. Both offer different specialties and will only be paid if they are selected to work for a specific project. They are on call only and no monthly fees are included.

Motion made by Councilmember Huff, Seconded by Councilmember Dahl to approve the two contracts for grant writing services.

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

## **Ordinances and Resolutions - None**

### **Public Comment - City Business Only**

Monica Reeves made comments regarding the IT issue and the optics of the proposal are disturbing. She stated the monitoring should not cost that much monthly and questioned the amount of hours outside of the workday that would be used. She asked when the RFQ was completed.

Mr. Bhowmick stated there would be transparency of data for hours worked and separate accounting done. He stated his company's proposal is \$50,000 cheaper than the next RFP proposal for a company out of Olympia.

Ms. Reeves continued to question the employee work hours and how Aktivov knew the other RFP amounts. She also inquired about the Fire Chief process and the time and energy to do oral boards when there is one candidate.

Missi Olson asked why the IT project is only partially complete and why it was stopped. She asked about audits of who can access the system and discussed the total costs of the project.

### **Executive Session**

6. Potential Litigation - RCW 42.30.110(1)(i). The Mayor, Council, Clerk-Treasurer and Mr. Coker went into executive session at 7:22 pm. The Mayor announced the session would last 15 minutes.

At 7:37 pm the Mayor moved back in to session and announced no decisions were made.

### **Closed Session**

7. Collective Bargaining - RCW 42.30.140(4)(a). The Mayor, Council, Clerk-Treasurer and Mr. Coker went into closed session at 7:37 pm. The Mayor announced the session would last 15 minutes.

At 7:52 pm the Mayor moved back in to session and announced no decisions were made.

### **Council Comments**

Councilmember Klimek stated someone recently got sick at the front office and needed an ambulance. A city staff person responded and there was no radio in the front office for them to use. He asked for a radio to be put back in place.

Councilmember Huff stated the council and mayor met with Fire District 12 last night. He stated the meeting was very beneficial and asked the mayor to move forward with hiring Andrew Pittman as the Fire Chief.

Councilmember Dahl added that it makes sense to hire him.

Councilmember Simmons asked for a timeframe for the interviews of Fire Chief. Mayor Miller stated within a month hopefully, he is trying to coordinate schedules.

### **Adjourn**

Motion made by Councilmember Ross, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Simmons

Meeting adjourned at 7:58pm

**McCleary Police Department  
Monthly Call Activity Report**



**Jan-24**

#	Calls	JUVPRB
		2 Lost Property
		2 Lost/Missing/Found Person
		Malicious Mischief
		2 Motorist Assist
		Noise
2	911 Hangup	Non Blocking Accident
2	911 Open line	Non Blocking Vehicle
1	Abandoned/Disabled Vehicles	1 Open Door
	Abuse	Order
1	Accidents blocking	Over
4	Accidents non blocking/unk	3 Paper Service
3	Agency Assist	1 Parking Problem
	Alarm	11 Police Information/phone message
4	Animal	Property/Lost/Found/Recovered
	Assault	Prowler
	Assault	2 Reckless
4	Assists-Citizen	Robbery
	ATC (Attempt to Contact)	Runaway
	ATL (Attempt to Locate)	Service
1	BITE	Sex Offense
	Blocking Accident	Shooting/Weapons/Explosives/ Hazards
1	Burglary	Shoplifting
	Child Molestation/Rape/Comm	1 Subject Stop
2	Civil/Public	Suicide
1	Controlled Substance	Suicide/Threats/ Attempts
	Court Order	1 Suspicious Person
	Death Investigation	9 Suspicious Vehicle
1	Disabled Vehicle	2 Suspicious/Unknown Circumstances
1	Disorderly conduct	Thefts In Progress
	Display (unlawful)	Thefts/ Larceny
2	DUI	Threats
2	DVA in Progress	86 Traffic
	Extra	Traffic Offense
	Fight	4 Traffic- Other/Hazzard/Patrol
41	Fire or Aid Responding	Traffic Per.
	Firearm	Traffic/ Infractions
	Forgery	Trespassing
	Found Person	3 Unknown Problem
2	Found Property	1 Vehicle Alarm
2	Fraud/ Scam Offences/blackmail	1 Vehicle Theft
1	Harassment	Verbal
2	Hit & Run	Violation Controlled Substance
	Message	1 Warrants/Wanted Person
	Structure fire	Welfare check
	WILDFire	
<b>80</b>		<b>133</b>

Tickets: 32 YTD: 32

Total : 213 Year To Date: 213



# City of McCleary STAFF REPORT

<b>To:</b>	Mayor Miller and Council
<b>From:</b>	Jenna Jarvis, Field Foreman
<b>Date:</b>	February 5, 2024
<b>Department:</b>	Public Works

Hello everyone!

The Public Works crew has been doing a lot of catch-up work during these winter months!

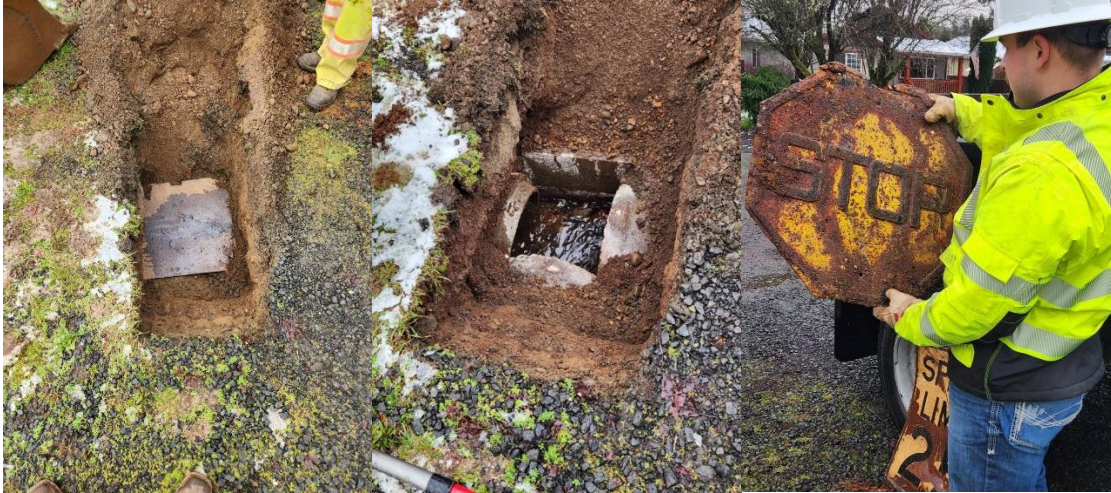
We have completely fixed our temporary baseball fence that we mainly use during the Bear Festival weekend. The baseball fencing that we have was discontinued years ago so we should be able to get a few more years of use before we completely need to replace the fence.

In 2021 it was announced that group A water systems are to submit a Lead and Copper Inventory to DOH (Department of Health). This inventory is due October 2024. In 1986, it was banned to use any lead in any new water service lines. Which also includes any lead in solder for copper lines. Since the beginning of the year, we started doing a lot of research. We have been in contact with DOH for more guidance as well. We also learned that we could go off many forms of identification. Whether it be verbal via homeowner, maps, when the home was made, city standards, etc.... We have completely gone through all our maps and any documents that we could use towards this inventory. The next phase is to do a statistical approach. DOH has an approved approach for completing the inventory. If we have less than 1,500 unknown service lines, we only must identify 20%. Please know that when marking out water meters, to help identify, we will be marking meters with a small white flag to assist with locates.

We have also finally been able to modify our ztrack mower with a dethatcher attachment that we have had for a while. This attachment will help us get rid of any decaying moss and dead grass. This will help promote new grass growth.

The crew has also replaced a manhole ring and lid on 5<sup>th</sup> St. The asphalt around it was starting to fail due to a soft subgrade in the area. While here we also lowered it as it sat too high. Come summertime we will be replacing the asphalt around it.

To give a little update on the last staff report involving the storm line that was found. When the crew exposed the area in question it was revealed that old signs were used to cover the area where the 3 pipes came together. Since there was so much water we decided to temporary cover it with a steel plate and to revisit this come spring/summer time to fix it properly. Please see attached pictures.



Have a wonderful day!  
-Jenna Jarvis



# City of McCleary STAFF REPORT

<b>To:</b>	Mayor Miller and Council
<b>From:</b>	Paul Nott
<b>Date:</b>	2/6/2024
<b>Department:</b>	Light and Power

Hello All,

Since our last report we have responded to 8 power outages. One of them being the windstorm we had the first week of January. This storm brought numerous outages to different locations. This was a perfect example of cold load pick up. We had issues picking up large areas when energizing due to the cold load associated with the cold weather. When this happens there might be a short period of time where your residence is still off while areas around you might have power. We have to bring up the loads in smaller "bites" and let the system balance out and add more load as things are balanced.

Once again, we are in storm season. Please keep clear of down power lines and let us know if you're experiencing a power outage.

As always, we have been fielding customer requests and doing line maintenance when our crew structure or time allows.

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

Paul





# City of McCleary STAFF REPORT

<b>To:</b>	Mayor Miller and Council
<b>From:</b>	Interim Andrew Pittman
<b>Date:</b>	February 5, 2024
<b>Department:</b>	Fire Department

Hello all,

Of our 3 new members 2 have completed all paperwork and gotten acceptance letters from the mayor. We would like to Welcome Wyatt Allardin and Dustin Richey to our department! These new members will be starting new recruit training in order to bring them up to speed and able to respond to calls.

We have 1 member that is currently in the EMT course through the Grays Harbor EMS office and is expected to graduate in April. Our Assistant Chief Debakker will be helping instruct the Grays Harbor Firefighter Academy over the next couple of months.

We look forward to the appointment of a permanent Fire Chief as soon as possible so that we can all focus on our department priorities and continue a good transition of shaping the department's future and serving our community.

Our Partner, Fire District 12, recently made the purchase of new equipment to better serve not only the district but also the City of McCleary. The fire district purchased 6 new nozzles for our pre connected fire attack hose loads. The district has as purchased a LUCAS device in order to aid in the administration of Chest compressions during CPR. We are one of the first departments in the area to purchase one of these units and it will vastly improve our time management during CPR calls. Thank you Fire District 12 for your on-going support of our partnership.

December Call numbers are as follows:

Vehicle Accidents- 4   Mutual Aid Medical- 3   Mutual Aid Fires- 1   Smoke investigations- 1   Haz Mat- 2   Power Lines down- 2  
Total= 13

Thank you for the opportunity and Stay Safe,

Interim Chief Andrew Pittman





# City of McCleary

## STAFF REPORT

<b>To:</b>	Mayor Miller and City Councilmembers
<b>From:</b>	Chad Bedlington, Director of Public Works
<b>Date:</b>	February 14, 2024
<b>Department:</b>	Public Works Administration

### **Updates:**

#### Aquifer Study

Staff is continuing to pursue grant opportunities for on-going ground and surface water monitoring with the state Department of Ecology grants program. This would be a second phase to the aquifer study for continued monitoring as recommended in the studies capital projects recommendations. Grant opportunities are currently open and an application is being drafted to solicit funding to continue the monitoring work and refinement of the ground water model.

#### Comprehensive Plan Update

City staff is currently reviewing the final chapter of the comprehensive plan before releasing it to the public for review. Progress on the plan slowed due to our consultant having some staffing turnover, but we are working hard to get back on track. Here is our anticipated schedule going forward toward adoption:

- February 28 – Inform Council of the availability of the plan and the review schedule. We are also required to have the state Department of Commerce review the plan and will start their review beginning in the same time period. They have up to 60-days to review.
- March 13 – Council briefing and Questions and Answers
- March 27 – Public hearing on Comprehensive Plan
- April 10 – Anticipated Council Adoption

#### Grant Pursuits

Below is a list of current grants that have either been submitted or are being pursued this year by City staff. This list will be updated monthly to keep the community and Council informed of progress. It is not to be considered comprehensive as additional opportunities may materialize and will be added to the list:

<b>Grant Type</b>	<b>Description</b>	<b>Proposed Purpose</b>	<b>Status</b>
Private	Elison Foundation	Food Bank Expansion	Submitted
State	Department of Natural Resources	Acquisition of Fire Dept. command vehicle and additional equipment needs	Submitted
Private	Quadra Tech	ROW beautification	In Progress
Private	T-Mobile	Dog Park creation	In Progress
Private	AARP	Improvements to Pickleball courts	Submitted
Private	City Foundation, Community progress makers	Food Bank new construction and downtown infrastructure	Pending
Private	Blue Diamond	New food bank to allow for expansion of existing community commercial grade kitchen	Pending
State	Dept of Ecology	On-going aquifer monitoring	Pending
State	Department of Commerce CDBG Grant program	TBD pending income survey to determine qualifications	Pending
State	Recreation & Conservation Office (RCO), Community Outdoor Athletic Facilities	1. Potential partnership with school district to upgrade running track. 2. Upgrades to Beerbower park athletic facilities	In Progress
State	Recreation & Conservation Office (RCO), Youth Athletic Facilities	1. Potential partnership with school district to upgrade running track. 2. Upgrades to Beerbower park athletic facilities	Pending
State	WCIA risk grant	Address sidewalk tripping hazard's throughout the City or improve where barriers to access exist.	In Progress

#### West Maple Street Sidewalk Project

A Request for Qualifications (RFQ) was released in late January to select an engineering firm to complete the project design and permitting. The RFQ closes on February 14<sup>th</sup>, after which City Staff will review proposals from firms and select one for the project. It is anticipated that design will start near the beginning of March 2024 after City Council approves a Professional Services Agreement (PSA) to begin work.



# City of McCleary

## STAFF REPORT

<b>To:</b>	Mayor and Council
<b>From:</b>	Jenna Amsbury, Clerk-Treasurer
<b>Date:</b>	February 7, 2024
<b>Department:</b>	Finance & Administration

January is a busy month for finance and administration staff. Here is an overview of items that were completed this month.

#### Accounting and Payroll Reporting:

- 1099's and updated W-9's
- W-2 and W-3 and new online filing to SSA
- Quarterly reports for Unemployment, WA Cares, PFML, L&I and 941
- Quarterly State Report for Court and Building Permit Revenues
- Quarterly Crime Victim Witness accounting and check to County
- Department of Revenue Excise Tax Reporting

#### Finance and Budgeting:

- 13<sup>th</sup> month close out for AP's and budget year 2023
- Creation of 2024 budget in the software system and beginning and ending balances
- Cost Allocation updates in software system to match approved policy for 2024

#### Utility Accounts:

- Update utility rates in software system and create new rate sheets
- Solar Billing spreadsheet review and implementation

#### Other:

- 2023 record filing
- Archiving of past records and review for disposition

#### Public Records:

- Closed 3 requests, received 4 new requests.
- Total of 4 open requests - 2 of which are from 2023, both are on installments and almost complete.



# Trotter & Morton Facility Service of PNW Inc.

## MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
January 30, 2024	Addendum C6459	C6459

### BY AND BETWEEN:

Trotter & Morton Facility Service of PNW Inc.  
8310 30th Avenue NE  
Lacey, Washington 98516

AND

City of McCleary  
100 S. 3rd Street  
McCleary, WA 98557

hereafter CONTRACTOR

hereafter CUSTOMER

### SERVICES WILL BE PROVIDED AT THE FOLLOWING Waste Water Treatment Facility

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

**MAINTENANCE PROGRAM:** Customized Professional Maintenance II and associated Terms and Conditions

AGREEMENT coverage DID commence on January 01, 2017 (date).

The AGREEMENT price is \$3,904.00 per year, payable \$3,904.00 per Annual in advance beginning on the effective date of January 01, 2024

This AGREEMENT price will be \$4,060.00 per Annual from January 01, 2025 through December 31, 2025

**SCHEDULES INCLUDED:** 1-Inventory Of Equipment 3-Water Treatment Service 4-Special Services/Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement, which includes the attached terms and conditions, sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. The Customer hereby acknowledges and agrees that the liability and responsibility of the Contractor on account of any damages suffered or sustained by the Customer as a result of the labour and/or materials supplied by Contractor shall be limited to the amount invoiced by the Contractor for its work, and the Customer shall not be entitled to any other additional damages, direct or indirect, consequential or otherwise and this limit shall be the sole and total limit of any and all claim arising by contract negligence, or otherwise at law. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

### CONTRACTOR

Signature (Sales Representative) Todd Wyche

### Approved For Contractor

Signature

Todd A Wyche, General Manager

Title

Date

### CUSTOMER

Signature (Authorized Representative)

Name (Print/Type)

Title

Date



# Trotter & Morton Facility Service of PNW Inc.

## CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II

Proposal Date	Proposal Number	Agreement No.
January 30, 2024	Addendum C6459	C6459

**Our Customized Professional Maintenance II (CPM-II) Program is designed to provide the Customer with an ongoing maintenance program. The CPM-II program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.**

**CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; air fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.



# Trotter & Morton Facility Service of PNW Inc.

## CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. In the situation of an outstanding overdue balance an assessed late fee penalty will be applied to the Customer's account. The late fee penalty rate is 2% per month (24% per annum).
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.
19. The Contractor will not be liable for any delays, damages or claims made in the event of schedule issues or delays caused by events of force majeure, which events include, but are not limited to acts of God, terrorism, war, transit strikes, contagions, airborne viruses or strikes.





# Trotter & Morton Facility Service of PNW Inc.

## Schedule 1

### Inventory of Equipment

Proposal Date	Proposal Number	Agreement No.
January 30, 2024	Addendum C6459	C6459

QTY	SYSTEM COMPONENT(S)	MANUFACTURER	MODEL	SERIAL #	RATING	LOCATION
<b>Chillers</b>						
1	Chiller 1 2 - Compressors 2 - Compressors 6 - Condenser Fan	Trane	CGAFC60AKA 1000E00	C05E04456	15 Ton(s) 15 Ton(s) 1 HP	Water Treatment Plant
<b>Specialty Pumps</b>						
1	Chilled Water Pump	Baldor	321BF	05-1195160	5 HP	Water Treatment Plant



# Trotter & Morton Facility Service of PNW Inc.

## Schedule 3 Water Treatment Service

Proposal Date	Proposal Number	Agreement No.
January 30, 2024	Addendum C6459	C6459

### CONTRACTOR WILL NOT PROVIDE A WATER TREATMENT PROGRAM FOR THE FOLLOWING SYSTEM(S):

Your base building Operations Maintenance Staff is in control of the chemical water treatment programs that are required for the equipment listed on Schedule 1 Inventory of Equipment. The Contractor does not include for the supply of water treatment testing or adding of chemicals for the control of corrosion, scaling, microbiological fouling, etc. for any of the equipment listed in Schedule 1 Inventory of Equipment or any other systems within the facility. The Contractor does not include for de-scaling, cleaning or replacement of condensing coils, control valves or replacements associated with equipment listed in Schedule 1 Inventory of Equipment if these activities are due to premature failure associated with inadequate chemical water treatment.

**Maintenance on Chiller will be three times each agreement period.**  
**- End of year shut down procedure and scheduled maintenance.**  
**- Restarting Chiller and Scheduled Maintenance**  
**- Mid Season Maintenance.**

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.  
 NOTE: All monitoring and chemical feeding equipment provided by the Contractor is, and will remain, the property of the Contractor. Contractor will maintain this equipment to assure proper working order.



# Trotter & Morton Facility Service of PNW Inc.

## Schedule 4 Special Services/Provisions

Proposal Date	Proposal Number	Agreement No.
January 30, 2024	Addendum C6459	C6459

At the Customer's request, the Contractor will install a lockbox on site in which keys to the building will be kept. This will allow the Contractor to access the building in the case of an emergency. If the lockbox is subject to vandalism, and is removed or damaged due to said vandalism, the Contractor will not be responsible for losses and/or damages to the building, building contents or building occupants' belongings as well as the cost of the Contractor's lockbox. The Contractor shall not be responsible for re keying of the building or building occupants' doors.

If the Customer should choose to cancel this Agreement, a minimum of 30 (THIRTY) days' notice is required prior to the anniversary date of the Agreement in order for termination of the Agreement at the anniversary date. The Contractor also requires a final meeting in order to complete an exit interview and, further, to complete the Agreement cancellation paperwork. This cancellation shall not take place without the exit interview, completion of this cancellation paperwork and the signature of the Customer, whether it be the Owner, Operator or member of the Board of Directors.

WSST is extra to this Agreement.

This Agreement expressly excludes all third-party procurement, factoring, and/or invoice processing costs that may be incurred by the Customer in paying invoices under this Agreement. Any and all third-party costs are extra costs payable directly by the Customer. Regardless of any terms subsequently presented at the time of payment, any such amounts deducted from an invoice remain outstanding and shall be payable on the next invoice, or a subsequent invoice, plus a \$500 processing fee.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

# Linc Temp-Control Mechanical Service

## MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
10/19/2016	PC16252	C 6459

**BY AND BETWEEN:**

Temp-Control Mechanical Service  
8310 30th Avenue NE  
Lacey, WA 98516 ✓  
WA# TEMPCMS065QP / OR CCB# 103165

**AND**

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

hereinafter CONTRACTOR

hereinafter CUSTOMER

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**

**Waste Water Treatment Facility**

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

**MAINTENANCE PROGRAM:** **Customized Professional Maintenance II**  
and associated Terms and Conditions

AGREEMENT coverage will commence on January 01, 2017 (date). The AGREEMENT price is \$3,057.00 per year, payable \$3,057.00 per Annual in advance beginning on the effective date of October 01, 2016.

This AGREEMENT price will be \$3,209.00 per Annual from January 01, 2018 (date) through December 31, 2019 (date).

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be \_\_\_\_\_ per \_\_\_\_\_. It is understood that the warranty expires on \_\_\_\_\_ (date).

**SCHEDULES INCLUDED:**

- 1-Inventory Of Equipment
- 5-Special Services/Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

**CONTRACTOR**

**CUSTOMER**

Signature (Sales Representative)

Lance Hager: Signature (Authorized Representative)

Approved For Contractor

Todd Baum Brent Schiller

Signature

Name (Print/Type)

Todd Wyche, General Manager

Director of Public Works Mayor

Name & Title

Title

Date

Date

11-3-2016



# Linc Temp-Control Mechanical Service

## CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II

Proposal Date	Proposal Number	Agreement No.
10/19/2016	PC16252	

**Our Customized Professional Maintenance II (CPM-II) is designed to provide the Customer with an ongoing maintenance program. The CPM-II program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.**

**CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:  
 -TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.  
 -INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:  
 -CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.  
 -ALIGNING belt drives; drive couplings; air fins, etc.  
 -CALIBRATING safety controls; temperature and pressure controls, etc.  
 -TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.  
 -ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.  
 -LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.  
 -PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

**CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II TERMS AND CONDITIONS**

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within three (3) years from the date of the work.
12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.





Schedule 1

Page 4 of 5

### Inventory Of Equipment

<b>Proposal Date</b>	<b>Proposal Number</b>	<b>Agreement No.</b>
10/19/2016	PC16252	

### City of McCleary

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
1	<b>Chiller System</b> Chiller 1 4 - Compressors	Trane	CGAFC60AK A10000E00	C05EO4456	60 Tons	Water Treatment
1	Condenser 1 6 - Fan Motors	Trane			1 HP	
1	CHWP 1  Included are thermostats and controls related to equipment.	Baldor			5 HP	

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# Temp-Control Mechanical Service

Page 5 of 5

Schedule 5  
**Special Services/Provisions**

Proposal Date	Proposal Number	Agreement No.
10/19/2016	PC16252	

Maintenance on Chiller will be 3 times per year.  
 -End year Shut down Procedure and scheduled maintenance.  
 -Restarting chiller and scheduled maintenance.  
 -Mid season maintenance.

**EMERGENCY STICKERS:**

Will be placed on or near the equipment with a unique identification code and our 24-hour telephone number.

**THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.**

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1/18/2024

City of McCleary  
 ATTN: Kevin Trehwella  
 700 W. Maple St.  
 McCleary, WA 98557

## GENERATOR MAINTENACE PROPOSAL

### SCOPE:

#### SEMI ANNUAL

- Verify fuel supply/level
- Visual inspection for oil, coolant or fuel leaks
- Inspect all hoses, clamps and drive belts for cracking or wear
- Inspect exhaust system for leaks/corrosion
- Test coolant and adjust level if necessary; parts included
- Test coolant system and check for leaks
- Check engine block heater operation
- Check battery charger operation and charging rate
- Load test batteries, check specific gravity and clean and treat terminals
- Check generator voltage and adjust as necessary to match utility voltage
- Check emergency system without load
- Check frequency and governor operation adjusting as necessary
- Check engine alternator and charge rate
- Check gauges and meters for proper operation and reading levels
- Check generator auto shutdown and alarms
- Inspect automatic transfer switch
- With managerial approval, interrupt utility power and test transfer switches and generator for full building load functionality.
- Inspect for any rodent issues and make recommendations
- Provide detailed summary of maintenance performed noting any issues

#### ANNUAL

Semiannual maintenance in addition to:

- Oil and filters change; parts included
- Service or replace air filters if necessary; parts not included
- Replace fuel filters (when applicable); parts included
- Replace coolant filters (when applicable); parts included

#### LOAD BANK

- Legacy provided portable resistive load bank
- All cabling and connections required
- Standard load bank test of 80% name plate capacity unless otherwise noted/requested
- Reporting in 15-minute intervals
- Complete load bank test report provided



**EQUIPEMENT:**

1. UNIT ID: Wastewater Treatment Plant  
KW: 350KW MQ Power  
Model: KD350  
Serial: 16120 1-1

<u>Total for annual preventative maintenance</u> .....	\$1,325.00
<u>Total for semiannual preventative maintenance</u> .....	\$ 450.00
<u>2 Hour Load Bank</u> .....	\$1,250.00
<u>Fuel Sampling and Testing</u> .....	\$ 475.00

2. UNIT ID: Water Treatment Plant  
KW: 150KW Kohler  
Model: 150REOZJF  
Serial: 3379GMKD0004

<u>Total for annual preventative maintenance</u> .....	\$1,100.00
<u>Total for semiannual preventative maintenance</u> .....	\$ 450.00
<u>2 Hour Load Bank</u> .....	\$1,000.00
<u>Fuel Sampling and Testing</u> .....	\$ 475.00

3. UNIT ID: City Hall  
KW: 60KW Kohler  
Model: 60REOZK  
Serial: 33HMGMKC0008

<u>Total for annual preventative maintenance</u> .....	\$ 875.00
<u>Total for semiannual preventative maintenance</u> .....	\$ 450.00
<u>2 Hour Load Bank</u> .....	\$ 925.00
<u>Fuel Sampling and Testing</u> .....	\$ 475.00

4. UNIT ID: Public Works  
KW: 50KW Kohler  
Model: 50REOZK  
Serial: 33H3GMKD0008

<u>Total for annual preventative maintenance</u> .....	\$ 875.00
<u>Total for semiannual preventative maintenance</u> .....	\$ 450.00
<u>2 Hour Load Bank</u> .....	\$ 925.00
<u>Fuel Sampling and Testing</u> .....	\$ 475.00



- All work is assumed to be completed during regular business hours.
- Washington state requires a licensed electrician to make connections and disconnections of the cables for load banking. Pricing includes the cost of the electrician and the permit.
- Fuel can be provided at an additional cost.

**Payment/Default: Upon Credit Approval,** Applicant agrees: To pay invoices in full within 30 days from invoice date. If any amount owed to Legacy Power Systems is not paid when due, Legacy Power Systems may at its option: place the account on C.O.D., terminate any unfilled orders, or discontinue any service until the account is current.

Signed:

A handwritten signature in black ink, appearing to read 'Chad Bedlington', written over a horizontal line.

Printed:

A handwritten name 'Chad Bedlington' in black ink, written over a horizontal line.

Date:

A handwritten date '2/1/24' in black ink, written over a horizontal line.

AP contact information required:

Name Kevin Trewbella

Phone 360-521-2058

Email Kevin.t@cityofmccleary.com

**Thank you for the opportunity to provide a quote for your power generation needs.**

Sam Bergstrom

**O:** (253) 858-0214 | **24Hr:** (253) 686-3050 | **C:** (253)225-0783

Legacy Power Systems | [www.LegacyPower.com](http://www.LegacyPower.com)



## CITY COUNCIL AGENDA ITEM COVER SHEET

**FROM:** Chad Bedlington, Director of Public Works

**DATE:** February 14, 2024

**AGENDA ITEM TITLE:** Information Technologies (IT) Project Update

### SUMMARY

City staff has continued to look for improved opportunities to self-serve and provide external I.T. services. With that effort, it has been determined that the lowest cost alternative is to provide a highbred service model that provides day-to-day Network Administrative and desktop support to be performed by existing, qualified, in-house personnel. This conclusion was made based on an in-depth, and current cost benefit analysis that is attached. That analysis showed savings of up to \$80,000/year if the city does not try to exclusively utilize an outside vendor for I.T. services that will typically amount to about 10 hours per week once the implementation project is completed. Further, it is the opinion of staff that there are several security elements to support departments (specifically Police) that require extensive background checks and clearances to support the data acquisition and management that may not be approved utilizing a third-party vendor.

The City has worked with the IBEW union to amend the existing Collective Bargaining Agreement (CBA) via a Memorandum of Understanding (MOU) to establish an out-of-class position of I.T. Network Administrator and establish guidelines for administration of any out-of-class work. The proposed MOU is attached for Council consideration. By approving this option, the City feels that it can provide the most cost effective and responsive option to perform the functions needed to support City Staff and the public at significant potential cost savings.

### FISCAL IMPACT

By not exclusively outsourcing I.T. services, the City can save up to \$80,000/year when compared to the recent cost proposals received from our vendor. It is anticipated that the average annual cost to the City to have I.T. functions conducted internally is between \$7,000 and \$8,000 a year. The current I.T. budget for outsourced work for 2024 is \$46,000, which would show significant net savings if functions are completed internally and offsets any additional labor costs.

### RECOMMENDATION/ACTION REQUESTED

Approve the IBEW MOU whereby allowing the conditional addition of an I.T. Network Administrator to the CBA and allow for part-time out-of-class services.

City proposal 2-9-2024

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF McCLEARY, WA**  
**AND THE**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 77**

This Memorandum of Understanding is entered into by the City of McCleary, WA (City) and the International Brotherhood of Electrical Workers Local No. 77 (IBEW), with the intent to allow proper communication between the parties listed above and in accordance with Article 8 Employee Compensation within the Collective Bargaining Agreement.

In 2023, the parties bargained and signed a Collective Bargaining Agreement with a term of January 1, 2023 to December 31, 2025. Wage tables are outlined with this Agreement for represented union positions. It is the desire of the City and IBEW to amend an additional job classification to the wage tables beginning in 2024 and be added into the Collective Bargaining Agreement. Wages for the position have been bargained between both parties in good faith and based on a mutual review of position market conditions.

It is also the desire of the City and IBEW to amend existing language in article 8.9 of the Collective Bargaining Agreement. The amendment is being sought to expand and correct language contained within article 8.9 for Out of Class Premium, and to allow for appropriate compensation for employees working out of class.

Therefore, it is mutually agreed by the parties, that the current Agreement is amended as follows:

- **A new position class of “IT Network Administrator” is hereby added to the 2024 and 2025 wage tables attached. This position is added on a trial basis’s spanning the current contract period and could be subject to outsourcing if there are no qualified internal candidates in the IBEW Union.**
- **Modification of existing language within article 8.9 to read as follows: “Out of Class Premium – Any employee assigned by the employer to work out of classification within the bargaining unit shall be paid at the higher classification rate of pay at the same step they are currently in for their classification in the higher classification scale for each hour worked out of class. If an employee is assigned to perform work equal to an existing exempt position, the employee will receive compensation at the rate of 15% above their current hourly rate for all hours worked out of class. The power and light crew will receive the appropriate rate of pay after four (4) hours worked out of class.”**

Be it further agreed that the parties represent that any and all bargaining obligations concerning the matters expressed herein have been fulfilled. Additionally, that this Memorandum of Understanding



shall be pursuant to the terms of Article 14 Grievance Procedures, should there be any dispute regarding the interpretation and/or application of this memorandum.

\_\_\_\_\_  
 Agreed to by Chris Miller  
 Mayor

\_\_\_\_\_  
 Jason Trotter, Business Agent  
 IBEW Local No. 77

\_\_\_\_\_  
 Jenna Amsbury  
 Clerk Treasurer

\_\_\_\_\_  
 Rex Habner, Business Manager  
 IBEW Local No. 77

**2024 Wage Table (4% Increase over the 2023 wage scale)**

**OTHER REPRESENTED POSITIONS**

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Office Clerk	No Change					
Public Works Planning Assistant	No Change					
Utility Accounts Manager	No Change					
Building Official	No Change					
Deputy City Clerk Treasurer	No Change					
IT Network Administrator	<b>\$7,343</b>	<b>\$7,602</b>	<b>\$7,860</b>	<b>\$8,119</b>	<b>\$8,377</b>	<b>\$8,636</b>

**2025 Wage Table (3% Increase over the 2024 wage scale)**

**OTHER REPRESENTED POSITIONS**

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Office Clerk	No Change					
Public Works Planning Assistant	No Change					
Utility Accounts Manager	No Change					
Building Official	No Change					
Deputy City Clerk Treasurer	No Change					
IT Network Administrator	<b>\$7,563</b>	<b>\$7830</b>	<b>\$8,096</b>	<b>\$8,362</b>	<b>\$8,629</b>	<b>\$8,895</b>

In-House IT Services VS. External				
Including Network Administrator vs. PW Assistant/Code Enforcement				
Type of Expenditure		2024 Proposed PW Assistant with In-House/Part-Time IT Network Admin (10/hrs week)	Contract for services & PW Asst./Code Enforcement position	NOTES
Annual Salary - City position		\$74,311	\$67,635	
Annual Benefits - city position		\$40,000	\$40,000	
Contracted IT Services		\$0	\$72,000	Depending on project needs - Aktivov \$60,000-\$76,000 estimate
Travel		\$0	\$10,000	
Contracted Planning Services			\$5,000	\$100-\$125 per hour as needed
<b>TOTAL EXPENSES</b>		<b>\$114,311</b>	<b>\$194,635</b>	

2022 cost for IT Services		
JD Tech	2200 a month	26,400 annual

2021 cost for IT Services		
JD Tech	2200 a month	26,400 annual

SERVICES COMPARISON				
	In-House	Contracted		
Police IT Services	Control over quality, security and performance. On-site for system access and vehicle equipment troubleshooting. This includes body cameras, in car computer systems, CJIS assistance.	Would not have remote access capabilities to all systems, would have to travel to fix some in car systems/equipment. Would need security clearances and meet federal guidelines to work on the systems.		must be CJIS Certified/security clearance approved for access to systems.
Network Administration/Maintenance				
Internal Staff Support	On site support when needed, less lag time and down time so efficiency is higher. No travel expense, knowledge of in house systems and equipment. Set -up of new employee equipment, network access, and assist with purchasing needs.	Ticket system, may not get immediate service, may need travel if not able to do remotely. Will need time to learn systems and may not have the same service person each time. New employee set up may require travel or troubleshooting equipment needs.		
Ongoing Project Needs/Support	Public Record Electronic Searches - documents, emails, etc. Ilinx records managements system - requires IT system set ups, access to our servers and ongoing maintenance and programming including support for setting up scanners, troubleshooting and network access rights.	Timeframe for public record searches and training, no on-site support for project management for Ilinx, would need to be remote access and travel for equipment set-up and troubleshooting. Providing network access to third parties may be an issue. No project managmeent without a cost.		

RFP for Computer Services Received in 2022

2024 cost for IT Services		
Aktivov	\$ 6,000	Annual cost varied upon needs, range \$60,000-72,000
Right! Systems	\$6,350 a month	Annual Average cost \$76,200
Ovation Tech	\$15,221 a month	Annual Average cost \$175,000