



McCleary Regular City Council Meeting

Wednesday, August 12, 2026 – 6:30 PM

Zoom Virtual Meeting

Agenda

Join Zoom Meeting

<https://us06web.zoom.us/j/89017534683?pwd=FUBy8T4LK7bZ0zb9Vrz8DZCINTbPn.1>

Meeting ID: 787 855 3789

Passcode: 861264

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Councilmember Jacob Simmons, Councilmember Don Kuismi, Councilmember Brent Schiller, Councilmember Andrea Dahl, Mayor Pro Tem, Councilmember Keith Klimek

Approval of Agenda

Public Comment - Agenda Items Only

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

Consent Agenda

- [2.](#) Claims Agenda

i. Approval of checks/vouchers/disbursements numbers 56090 to 56183 including EFT's dated 07/07//2026 to 08/07/2026 in the amount of \$234,379.53

ii. Approval of payroll disbursement for July 2026 in the amount of \$308,879.81.

Period: 07/01/26-07/15/26 \$136,691.42 for 07/20/26 payroll and 2nd Quarter 2026 payroll taxes.

Period 07/16/26-07/31/26 \$172,188.39 for 08/05/26 payroll.

Updates

Staff Reports

- [3.](#) Staff Report Darrin Raines
- [4.](#) Fire Department Staff Report
- [5.](#) Public Works Staff Report
- [6.](#) Light & Power Staff Report
- [7.](#) WWTP Staff Report
- [8.](#) Building Staff Report
- [9.](#) Finance Staff Report

Old Business

- [10.](#) I&I Grant/Loan

New Business

- [11.](#) iamGIS Software
- [12.](#) HPE Support Renewal

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.

[13.](#) Sophos Managed Detection and Response Services

[14.](#) Chiller Maintenance Agreement

[15.](#) Well No. 3 Remote-IO Upgrade

Ordinances and Resolutions

Council Comments

Mayor Comments

Public Comment - City Business Only

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

Executive Session

17. 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.

Adjourn

Please turn off Cell Phones- Thank you

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WARRANT/CHECK REGISTER

City Of McCleary

Time: 11:25:29 Date: 08/07/2026

Item 2.

07/07/2026 To: 08/07/2026

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3268	07/20/2026	Payroll	1	EFT		2,662.48	July 01-15, 2026
3269	07/20/2026	Payroll	1	EFT		2,181.30	July 01-15, 2026
3270	07/20/2026	Payroll	1	EFT		3,155.65	July 01-15, 2026
3271	07/20/2026	Payroll	1	EFT		1,527.14	July 01-15, 2026
3272	07/20/2026	Payroll	1	EFT		45.77	July 01-15, 2026
3273	07/20/2026	Payroll	1	EFT		1,802.84	July 01-15, 2026
3274	07/20/2026	Payroll	1	EFT		53.55	July 01-15, 2026
3275	07/20/2026	Payroll	1	EFT		305.40	July 01-15, 2026
3276	07/20/2026	Payroll	1	EFT		2,310.17	July 01-15, 2026
3277	07/20/2026	Payroll	1	EFT		1,678.02	July 01-15, 2026
3278	07/20/2026	Payroll	1	EFT		274.63	July 01-15, 2026
3279	07/20/2026	Payroll	1	EFT		1,329.27	July 01-15, 2026
3280	07/20/2026	Payroll	1	EFT		45.48	July 01-15, 2026
3281	07/20/2026	Payroll	1	EFT		45.48	July 01-15, 2026
3282	07/20/2026	Payroll	1	EFT		1,634.19	July 01-15, 2026
3283	07/20/2026	Payroll	1	EFT		4,150.05	July 01-15, 2026
3284	07/20/2026	Payroll	1	EFT		3,990.46	July 01-15, 2026
3285	07/20/2026	Payroll	1	EFT		1,915.33	July 01-15, 2026
3286	07/20/2026	Payroll	1	EFT		4,424.38	July 01-15, 2026
3287	07/20/2026	Payroll	1	EFT		2,150.83	July 01-15, 2026
3288	07/20/2026	Payroll	1	EFT		3,404.33	July 01-15, 2026
3289	07/20/2026	Payroll	1	EFT		3,632.60	July 01-15, 2026
3290	07/20/2026	Payroll	1	EFT		2,744.51	July 01-15, 2026
3291	07/20/2026	Payroll	1	EFT		1,600.37	July 01-15, 2026
3292	07/20/2026	Payroll	1	EFT		88.70	July 01-15, 2026
3293	07/20/2026	Payroll	1	EFT		2,112.66	July 01-15, 2026
3294	07/20/2026	Payroll	1	EFT		2,970.57	July 01-15, 2026
3295	07/20/2026	Payroll	1	EFT		2,292.89	July 01-15, 2026
3296	07/20/2026	Payroll	1	EFT		4,745.87	July 01-15, 2026
3297	07/20/2026	Payroll	1	EFT		1,140.89	July 01-15, 2026
3298	07/20/2026	Payroll	1	EFT		3,883.04	July 01-15, 2026
3299	07/20/2026	Payroll	1	EFT		45.48	July 01-15, 2026
3300	07/20/2026	Payroll	1	EFT		45.48	July 01-15, 2026
3301	07/20/2026	Payroll	1	EFT		2,631.80	July 01-15, 2026
3302	07/17/2026	Payroll	1	EFT	EFTPS	25,634.31	941 Deposit for Pay Cycle(s) 07/20/2026 - 07/20/2026
3303	07/20/2026	Payroll	1	EFT	Department of Retirement - Def Comp	2,126.85	Pay Cycle(s) 07/20/2026 To 07/20/2026 - DRS Def Comp; Pay Cycle(s) 07/20/2026 To 07/20/2026 - DRS Def. Comp. ROTH
3304	07/20/2026	Payroll	1	EFT	Department of Retirement Systems	10,558.03	Pay Cycle(s) 07/20/2026 To 07/20/2026 - PERS 2; Pay Cycle(s) 07/20/2026 To 07/20/2026 - PERS 3; Pay Cycle(s) 07/20/2026 To 07/20/2026 - LEOFF II
3424	07/31/2026	Payroll	1	EFT	Employment Security, Dept of	1,121.41	2nd Quarter Unemployment: 04/01/2026 - 06/30/2026
3507	08/05/2026	Payroll	1	EFT		224.64	July 16 - 31, 2026
3508	08/05/2026	Payroll	1	EFT		4,725.63	July 16 - 31, 2026
3509	08/05/2026	Payroll	1	EFT		2,186.55	July 16 - 31, 2026
3510	08/05/2026	Payroll	1	EFT		4,417.94	July 16 - 31, 2026
3511	08/05/2026	Payroll	1	EFT		1,732.74	July 16 - 31, 2026
3512	08/05/2026	Payroll	1	EFT		45.77	July 16 - 31, 2026
3513	08/05/2026	Payroll	1	EFT		1,798.37	July 16 - 31, 2026
3514	08/05/2026	Payroll	1	EFT		53.55	July 16 - 31, 2026
3515	08/05/2026	Payroll	1	EFT		427.56	July 16 - 31, 2026
3516	08/05/2026	Payroll	1	EFT		2,308.92	July 16 - 31, 2026

WARRANT/CHECK REGISTER

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3517	08/05/2026	Payroll	1	EFT		1,886.01	July 16 - 31, 2026
3518	08/05/2026	Payroll	1	EFT		274.63	July 16 - 31, 2026
3519	08/05/2026	Payroll	1	EFT		1,454.05	July 16 - 31, 2026
3520	08/05/2026	Payroll	1	EFT		45.48	July 16 - 31, 2026
3521	08/05/2026	Payroll	1	EFT		45.48	July 16 - 31, 2026
3522	08/05/2026	Payroll	1	EFT		1,628.73	July 16 - 31, 2026
3523	08/05/2026	Payroll	1	EFT		4,148.79	July 16 - 31, 2026
3524	08/05/2026	Payroll	1	EFT		3,993.87	July 16 - 31, 2026
3525	08/05/2026	Payroll	1	EFT		2,446.09	July 16 - 31, 2026
3526	08/05/2026	Payroll	1	EFT		2,944.47	July 16 - 31, 2026
3527	08/05/2026	Payroll	1	EFT		2,229.32	July 16 - 31, 2026
3528	08/05/2026	Payroll	1	EFT		3,398.98	July 16 - 31, 2026
3529	08/05/2026	Payroll	1	EFT		3,640.99	July 16 - 31, 2026
3530	08/05/2026	Payroll	1	EFT		2,803.65	July 16 - 31, 2026
3531	08/05/2026	Payroll	1	EFT		1,565.94	July 16 - 31, 2026
3532	08/05/2026	Payroll	1	EFT		88.70	July 16 - 31, 2026
3533	08/05/2026	Payroll	1	EFT		2,196.80	July 16 - 31, 2026
3534	08/05/2026	Payroll	1	EFT		2,966.39	July 16 - 31, 2026
3535	08/05/2026	Payroll	1	EFT		2,292.34	July 16 - 31, 2026
3536	08/05/2026	Payroll	1	EFT		4,745.99	July 16 - 31, 2026
3537	08/05/2026	Payroll	1	EFT		1,362.19	July 16 - 31, 2026
3538	08/05/2026	Payroll	1	EFT		3,021.65	July 16 - 31, 2026
3539	08/05/2026	Payroll	1	EFT		45.48	July 16 - 31, 2026
3540	08/05/2026	Payroll	1	EFT		45.48	July 16 - 31, 2026
3541	08/05/2026	Payroll	1	EFT		2,625.71	July 16 - 31, 2026
3542	08/05/2026	Payroll	1	EFT		4,356.37	E. Owen Cashout
3545	08/05/2026	Payroll	1	EFT	EFTPS	28,158.60	941 Deposit for Pay Cycle(s) 08/05/2026 - 08/05/2026
3557	08/05/2026	Payroll	1	EFT	Department of Retirement - Def Comp	2,134.72	Pay Cycle(s) 08/05/2026 To 08/05/2026 - DRS Def Comp; Pay Cycle(s) 08/05/2026 To 08/05/2026 - DRS Def. Comp. ROTH
3558	08/05/2026	Payroll	1	EFT	Department of Retirement Systems	11,854.45	Pay Cycle(s) 08/05/2026 To 08/05/2026 - PERS 2; Pay Cycle(s) 08/05/2026 To 08/05/2026 - PERS 3; Pay Cycle(s) 08/05/2026 To 08/05/2026 - LEOFF II
3569	08/06/2026	Payroll	1	EFT	AWC Employee Benefit Trust	39,835.31	Pay Cycle(s) 07/01/2026 To 07/31/2026 - AWC-Medical; Pay Cycle(s) 07/01/2026 To 07/31/2026 - AWC - Basic Life; Pay Cycle(s) 07/01/2026 To 07/31/2026 - AWC - LTD; Pay Cycle(s) 07/01/2026 To 07/31/2026
3572	08/06/2026	Payroll	1	EFT	Washington Teamsters Welfare Trust	2,752.00	Pay Cycle(s) 07/01/2026 To 07/31/2026 - Teamsters Vision Plan; Pay Cycle(s) 07/01/2026 To 07/31/2026 - Teamsters Dental Plan A
3590	08/06/2026	Payroll	1	EFT	AFLAC Remittance Processing	1,200.63	Pay Cycle(s) 07/01/2026 To 07/31/2026 - AFLAC - 125 (Pre-tax); Pay Cycle(s) 07/01/2026 To 07/31/2026 - AFLAC - (After Tax)
3600	07/29/2026	Payroll	1	EFT	Dept of Labor & Industry	24,091.82	2ND Quarter L&I: 04/01/2026 - 06/30/2026

WARRANT/CHECK REGISTER

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3601	07/29/2026	Payroll	1	EFT	ESD WA Cares Fund	1,115.97	Pay Cycle(s) 04/01/2026 To 06/30/2026 - WA St. LTC
3602	07/29/2026	Payroll	1	EFT	Employment Security, Dept. of PFML	4,492.42	Pay Cycle(s) 04/01/2026 To 06/30/2026 - PFML - Employment Security
3087	07/07/2026	Payroll	1	56089	Teamsters Local 252	529.00	Pay Cycle(s) 06/01/2026 To 06/30/2026 - Teamsters Union Local 252
3397	07/29/2026	Payroll	1	56143	Employment Security, Dept of		Posted it as a check. It should have been marked EFT. - jp
3398	07/29/2026	Payroll	1	56144	Dept of Labor & Industry		Posted it as a check. It should have been marked EFT. - np
3399	07/29/2026	Payroll	1	56145	ESD WA Cares Fund		Posted it as a check. It should have been marked EFT. - np
3400	07/29/2026	Payroll	1	56146	Employment Security, Dept. of PFML		Posted it as a check. It should have been marked EFT. - jp
3573	08/06/2026	Payroll	1	56184	Columbia Bank	85.00	Pay Cycle(s) 07/01/2026 To 07/31/2026 - Sunshine Fund
3574	08/06/2026	Payroll	1	56185	IBEW Local #77 (PAC Dues)	30.01	Pay Cycle(s) 04/01/2026 To 04/30/2026 - IBEW Local # 77 - PAC
3575	08/06/2026	Payroll	1	56186	IBEW Local #77	1,246.95	Pay Cycle(s) 04/01/2026 To 04/30/2026 - IBEW Local # 77
3576	08/06/2026	Payroll	1	56187	LEOFF Health and Welfare Trust	646.69	Pay Cycle(s) 07/01/2026 To 07/31/2026 - LEOFF Health Trust - Dental
3577	08/06/2026	Payroll	1	56188	LEOFF Health and Welfare Trust	8,248.13	Pay Cycle(s) 07/01/2026 To 07/31/2026 - LEOFF Health Trust - Medical
3578	08/06/2026	Payroll	1	56189	Life Secure LTC	838.75	Pay Cycle(s) 07/01/2026 To 07/31/2026 - Life Secure LTC
3579	08/06/2026	Payroll	1	56190	NFOP Labor Services Division	326.00	Pay Cycle(s) 07/01/2026 To 07/31/2026 - FOP - Police Labor Services
3580	08/06/2026	Payroll	1	56191	Olympic Mountain Lodge #23	54.00	Pay Cycle(s) 07/01/2026 To 07/31/2026 - Olympic Mountain Lodge Dues
3581	08/06/2026	Payroll	1	56192	Teamsters Local 252	529.00	Pay Cycle(s) 07/01/2026 To 07/31/2026 - Teamsters Union Local 252
3582	08/06/2026	Payroll	1	56193	UNUM Life Insurance Co	72.90	Pay Cycle(s) 07/01/2026 To 07/31/2026 - UNUM
001 Current Expense						140,562.22	
102 Street Fund						4,164.38	
401 Light And Power Fund						104,659.25	
405 Water Fund						17,395.42	
407 Sewer Fund						34,402.62	
409 Storm Water Fund						7,695.92	
						308,879.81	Payroll: 308,879.81

WARRANT/CHECK REGISTER

City Of McCleary

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Item 2.

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
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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 _____ 2026.

ATTEST:

X _____

Mayor Brycen Huff

X _____

Councilmember Jacob Simmons

X _____

Councilmember Don Kuismi

X _____

Councilmember Brent Schiller

X _____

Councilmember Andrea Dahl, Mayor Pro Tem

X _____

Councilmember Keith Klimek

WARRANT/CHECK REGISTER

City Of McCleary

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3313	07/17/2026	Claims	1	EFT	City of McCleary	12,364.28	JUN 2026 UTILITIES
3336	07/20/2026	Claims	1	EFT	Department of Revenue	17,434.64	June 2026 Excise Tax
3427	08/03/2026	Claims	1	EFT	Assured Data Protection, Inc.	2,100.00	JUNE 2026 data protection
3428	07/29/2026	Claims	1	EFT	Bonneville Power Administration	82,695.00	JUNE 2026 POWER
3429	07/29/2026	Claims	1	EFT	Bonneville Power Administration	9,496.00	JUNE 2026 TRANSMISSION
3430	07/31/2026	Claims	1	EFT	Wex Bank	6,249.25	June 2026 fuel
3128	07/10/2026	Claims	1	56090	Always Safe & Lock, Inc.	63.80	Duplicate keys
3129	07/10/2026	Claims	1	56091	Amazon Capital Svcs.	646.18	3-drawer locked cabinet; Manila folders; Window blinds - PD; Deposit bags; Tape, pens, correction tape; Computer monitor; Drawer handles and hangers - FD
3130	07/10/2026	Claims	1	56092	Backflo Pro's, Inc.	390.00	Annual backflow testing for non-fire assemblies
3131	07/10/2026	Claims	1	56093	Bayview Building Material	60.73	Parts for pressure washer; Mower parts
3132	07/10/2026	Claims	1	56094	Bradley Air LLC	1,617.93	Quarterly maintenance
3133	07/10/2026	Claims	1	56095	Cascade Columbia Distribution	510.89	Hydrogen Peroxide 35% drums
3134	07/10/2026	Claims	1	56096	Cintas Corporation #2	975.12	Eyewash service June 2026; AED June 2026; First aid cabinet L&P
3135	07/10/2026	Claims	1	56097	Comcast	10.48	ACCT: 8498 37 009 0008664
3136	07/10/2026	Claims	1	56098	Comcast	29.52	ACCT: 8498 37 009 0145854
3137	07/10/2026	Claims	1	56099	Comcast	348.56	ACCT: 8498 37 009 0143370
3138	07/10/2026	Claims	1	56100	Department of Ecology	69.00	2025 Hazardous waste fee
3139	07/10/2026	Claims	1	56101	East Grays Harbor Fire & Rescue	11,620.20	July 2026 ambulance fee
3140	07/10/2026	Claims	1	56102	Ernest M Ingram et al Ptr	700.00	Public Defender Contract June 2026
3141	07/10/2026	Claims	1	56103	Evergreen Consulting Group, LLC	440.50	T&M Support June 2026
3142	07/10/2026	Claims	1	56104	Express Services, Inc.	4,764.40	A/P clerk - w/e 6/14/26; A/P clerk - w/e 6/21/26; A/P clerk - w/e 6/28/26
3143	07/10/2026	Claims	1	56105	First Responder Outfitters	19.89	A. Moutafsis embroidery
3144	07/10/2026	Claims	1	56106	General Pacific Inc	3,417.83	Supplies for L&P PO# 26038
3145	07/10/2026	Claims	1	56107	Gordon's Select Market	190.10	Toilet paper for City Hall; Simple Green Cleaner & water; Drinking water; Multi purpose cement; Paint thinner; Paint brush, silicone; Drinking water; Drinking water; Drinking water; Stihl oil for weed
3146	07/10/2026	Claims	1	56108	Grainger, Inc.	760.30	Line Marking Paint; Trash bags & gloves; Paper towels, and toilet paper; Cleaning supplies; Park supplies for athletic field; Batteries for FD
3147	07/10/2026	Claims	1	56109	Grays Harbor Communications	1,273.58	July 2026 E911
3148	07/10/2026	Claims	1	56110	Greater Grays Harbor Inc	105.00	State of Grays Harbor 2026
3149	07/10/2026	Claims	1	56111	Hach Company	282.94	Reagent set, chlorine free
3150	07/10/2026	Claims	1	56112	Harbor Disposal Co.	439.33	Fire dept - McCleary school
3151	07/10/2026	Claims	1	56113	Harbor Disposal Co.	853.67	City of McCleary
3152	07/10/2026	Claims	1	56114	Harbor Disposal Co.	31.19	Treatment plant
3153	07/10/2026	Claims	1	56115	Harbor Disposal Co.	246.78	Community Center
3154	07/10/2026	Claims	1	56116	Harbor Disposal Co.	149.52	Treatment Plant
3155	07/10/2026	Claims	1	56117	Inland Environmental Resources, Inc.	5,023.02	ALKA-Mag+ 300 gallons PO#26007; ALKA-Mag+ 300 gallons PO# 26007
3156	07/10/2026	Claims	1	56118	Kelley Create	911.88	Scanner & Copiers
3157	07/10/2026	Claims	1	56119	Kroesen's Uniform Co.	490.05	McCleary Fire Dept Patches

WARRANT/CHECK REGISTER

City Of McCleary

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3158	07/10/2026	Claims	1	56120	Lisa Mae Art, LLC	250.00	4th of July window painting at City Hall
3159	07/10/2026	Claims	1	56121	Adrienne Logan	460.53	008420.5 - 541 S3RD ST
3160	07/10/2026	Claims	1	56122	Loomis Armored US, LLC	188.10	Armored services
3161	07/10/2026	Claims	1	56123	MCI	88.99	ACCT: 08692201879
3162	07/10/2026	Claims	1	56124	Melissa Mason	920.00	Ductless heat pump incentive
3163	07/10/2026	Claims	1	56125	May, Ersel	170.10	Medicare reimbursement
3164	07/10/2026	Claims	1	56126	Tammy McCoy	33.77	015020.5 - 105 SUMMIT PLACE DR
3165	07/10/2026	Claims	1	56127	PestCo, LLC DBA Pointe Pest	245.03	Quarterly pest control
3166	07/10/2026	Claims	1	56128	Petro Card	1,267.63	JUN 26 fuel L&P
3167	07/10/2026	Claims	1	56129	Pitney Bowes Bank Inc Purchase Power	1,062.32	Postage meter 8000-9090-1132-0731
3168	07/10/2026	Claims	1	56130	Pitney Bowes Inc	147.83	Q2 2026 postage meter charge
3169	07/10/2026	Claims	1	56131	Powerplan	29.76	Strap for lawn mower
3170	07/10/2026	Claims	1	56132	Primo Brands	431.97	Water cooler rental & water; Water cooler & rentals
3171	07/10/2026	Claims	1	56133	RJJ ENTERPRISE, LLC dba Outifi	800.00	Response Management JUNE 2026
3172	07/10/2026	Claims	1	56134	Right! Systems, Inc.	6,045.58	IT service
3173	07/10/2026	Claims	1	56135	Sound Publishing, Inc.	51.59	Public Hearing 6 Year Plan
3174	07/10/2026	Claims	1	56136	Tenelco Inc.	3,477.95	Transport biosolids
3175	07/10/2026	Claims	1	56137	Kevin & Lindsay Townsend	71.29	009600.2 - 418 S3RD ST
3176	07/10/2026	Claims	1	56138	Utilities Underground Location Cntr.	1.38	Excavation notifications
3177	07/10/2026	Claims	1	56139	Vestis	54.66	Rug Services - 6/18/26; Rug services - 06/25/26
3178	07/10/2026	Claims	1	56140	Water Management Labs Inc	264.00	Coliform MMO-MUG (Colilert), Iron, Manganese; Coliform MMO-MUG (Colilert); Coliform MMO-MUG (Colilert)
3179	07/10/2026	Claims	1	56141	Willapa Firearms Training	119.02	Firearms training
3180	07/10/2026	Claims	1	56142	Younglove & Coker PLLC	3,754.00	JUNE 2026 PD ot; JUNE 2026 PD reserve off; JUNE 2026 Prosecution
3431	08/03/2026	Claims	1	56147	Amazon Capital Svcs.	591.12	Paper shredder FD; Safety vest; Binder clips; 4th of July decor; Safety vest; Mini-blinds - FD; Scotch tape, hooks, binder clips - FD; Radio battery - PD
3432	08/03/2026	Claims	1	56148	Cascade Natural Gas	27.03	ACCT: 114 241 0000 3
3433	08/03/2026	Claims	1	56149	Cascade Natural Gas	27.03	ACCT: 334 241 0000 7
3434	08/03/2026	Claims	1	56150	Cascade Natural Gas	27.03	ACCT: 748 575 0898 5
3435	08/03/2026	Claims	1	56151	CenturyLink	110.94	ACCT: 300529719
3436	08/03/2026	Claims	1	56152	City of Elma	2,635.00	JUN 2026 Building Inspector Services
3437	08/03/2026	Claims	1	56153	Columbia Bank	3,681.38	Amazon - pressure switch gauge; Amazon - drill and battery charger; Amazon - oil for vaughn pump; Chevron - Propane; Amazon - cleaning supplies for the City; Home Depot - Flowers; WSU EDU - class/tra
3438	08/03/2026	Claims	1	56154	Comcast	121.17	ACCT: 8498 37 009 0035840
3439	08/03/2026	Claims	1	56155	Comcast	115.39	ACCT: 8498 37 009 0136911
3440	08/03/2026	Claims	1	56156	Comcast	314.97	ACCT: 8498 37 009 0142893
3441	08/03/2026	Claims	1	56157	Comcast	343.80	ACCT: 8498 37 009 142901
3442	08/03/2026	Claims	1	56158	Comcast	1,334.45	Phone/internet July 2026
3443	08/03/2026	Claims	1	56159	Dalyn D Davis	45.69	Reimb and mileage for ethernet cable

WARRANT/CHECK REGISTER

City Of McCleary

Time: 10:36:36 Date: 08/07/2026 Item 2.

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3444	08/03/2026	Claims	1	56160	Dennis Company - Westlake ACE	56.07	Invoice paid twice - #84203110030116; Hooks for hanging baskets
3445	08/03/2026	Claims	1	56161	East Grays Harbor Fire & Rescue	11,162.20	AUG 2026 Ambulance fee
3446	08/03/2026	Claims	1	56162	Express Services, Inc.	764.65	A/P clerk - w/e 7/26/26
3447	08/03/2026	Claims	1	56163	First Responder Outfitters	65.34	J. cambell susr&r
3448	08/03/2026	Claims	1	56164	John Gauthier	336.67	007630.0 - 57 MCCLEARY RD
3449	08/03/2026	Claims	1	56165	Grainger, Inc.	180.49	Toilet seat covers; Trash bags
3450	08/03/2026	Claims	1	56166	Grays Harbor Communications	1,273.58	August 2026 E911
3451	08/03/2026	Claims	1	56167	Grays Harbor Fire District 12	695.37	E12-11 maintenance, light replacement, tank refill
3452	08/03/2026	Claims	1	56168	Henry Harner	362.23	007613.0 - 79 MCCLEARY RD
3453	08/03/2026	Claims	1	56169	Charles Harvey	328.98	011060.5 - 467 EMOMMSEN RD
3454	08/03/2026	Claims	1	56170	Inland Environmental Resources, Inc.	2,531.93	ALKA-Mag+ 300 gallons PO# 26077
3455	08/03/2026	Claims	1	56171	JW Maintenance	914.17	Fixed EX30 Flail Mover
3456	08/03/2026	Claims	1	56172	Kroesen's Uniform Co.	2,670.01	Uniforms - FD
3457	08/03/2026	Claims	1	56173	May, Ersel	170.10	Medicare reimbursement
3458	08/03/2026	Claims	1	56174	Northstar Chemical, Inc	728.54	Sodium Hypochlorite
3459	08/03/2026	Claims	1	56175	Pitney Bowes Bank Inc Purchase Power	1,080.34	Postage meter 8000-9090-1132-0731
3460	08/03/2026	Claims	1	56176	Powerplan	1,395.06	Lawn mower fixed
3461	08/03/2026	Claims	1	56177	TSI, Inc.	2,744.28	IT services to program & reinstall, replacement panelview at solids handling
3462	08/03/2026	Claims	1	56178	Verizon Bellevue	1,346.87	Cell phones, jet packs & routers
3463	08/03/2026	Claims	1	56179	Vestis	54.66	Rug services - 7/09/26; Rug services - 7/02/26
3464	08/03/2026	Claims	1	56180	Washington State Auditor's Office	1,514.90	Energy compliance and investigation
3465	08/03/2026	Claims	1	56181	Brandi Witham	163.13	003340.0 - 124 S6TH ST
3466	08/03/2026	Claims	1	56182	Miranda Young	435.40	010120.4 - 419 S2ND ST
3467	08/03/2026	Claims	1	56183	Younglove & Coker PLLC	7,312.50	JUNE 2026 Services including city & building
						60,952.29	001 Current Expense
						2,166.21	102 Street Fund
						111,387.08	401 Light And Power Fund
						9,909.62	405 Water Fund
						26,110.11	407 Sewer Fund
						763.23	409 Storm Water Fund
						23,090.99	413 Ambulance Fund
						234,379.53	Claims:
						234,379.53	* Transaction Has Mixed Revenue And Expense Accounts

WARRANT/CHECK REGISTER

City Of McCleary

Time: 10:36:36 Date: 08/07

Item 2.

07/01/2026 To: 08/07/2026

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
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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 _____ 2026.

ATTEST:

X _____

Mayor Brycen Huff

X _____

Councilmember Jacob Simmons

X _____

Councilmember Don Kuismi

X _____

Councilmember Brent Schiller

X _____

Councilmember Andrea Dahl, Mayor Pro Tem

X _____

Councilmember Keith Klimek

City of McCleary

STAFF REPORT

To:	Mayor Brycen Huff and City Councilmembers
From:	Darrin C. Raines, City Administrator
Date:	August 12, 2026
Department:	City Hall

Action Items

Item 1) Chiller Maintenance Agreement- We have a quote from Daikin for an annual maintenance agreement on the new McCleary WWTP - Daikin AGZ Chiller that was installed at the Wastewater Treatment Plant recently. With this being a specialized piece of operating equipment, Daikin, who is the manufacturer of the Chiller, highly recommends we have an annual service performed on this equipment by Daikin trained staff.

This proposal included in your packet has the pricing included for year 1 at \$5,820, year 2 at \$6,010, and year 3 at \$6,200. Wastewater Treatment Plant Operator Kevin Trehwella will be at this meeting to discuss in more detail why this is an important need.

Item 2) I&I Grant/Loan: At the meeting in July, I discussed the Washington State Department of Ecology Grant/Loan that the City of McCleary has been awarded. I mentioned that we have some existing data that I thought could potentially be useful for us and therefore make this grant/loan unnecessary. However, after speaking with our Engineer at Gray & Osborne, the data we have is 5 to 10 years old and does not provide enough current data that Department of Ecology would accept for us to become eligible for future grant funding to implement system improvements.

As a result of this new information, I request approval of the following description. This is a 100% loan of which 50% is forgivable upon completion of the Inflow & Infiltration Study of the Sanitary Sewer System. The total amount of the grant/loan is \$130,000, with \$65,000 being a loan, and \$65,000 being a grant.

Julie has completed an impact calculation to our rate payers annually and monthly. The impact on each rate payer for the City's annual \$4,002.38 payment is as follows:

Annual Cost per Account \$4.70
Monthly Cost per Account \$0.39

We will need Council Action on the DOE Agreement No. WQC-2026-Mcclea-00248 at this meeting to move forward.

Item 3) Well No.3 Remote-IO Upgrade- Back in May, we experienced communication glitches at Well #3 and are having an ongoing issue. Every single glitch causes us to lose roughly 54,000 gallons or 7,219 cu ft of water. The event we had in early May happened again this past Tuesday evening.

As a result of this, I asked Utilities Manager Kevin Trehwella to investigate 2potential remedies to prevent these costly occurrences. Kevin has provided a quote from TSI Technical Systems Inc., for \$11,552.11. This quote would provide the following:

Well No. 3 Controls Upgrade:

- This work includes replacing the existing wireless IO system with a new Remote-IO system connected by fiber optic cable to the existing Well No. 2 PLC including:
- Supply RIO hardware and associated equipment:
- Schnieder Electric – Modicon Edge I/O system
- Network interface module (Ethernet)
- Power supply and base module
- Discrete input module, 16-pt, 24VDC
- Discrete output module, 8-pt, 24VDC
- Analog input module, 4-pt
- Wiring, terminals, labels, etc. as required for Well No. 3 control panel wiring modifications.
- Updated wiring diagrams and layout drawings for control panel modifications.
- Programming modifications to existing PLC.
- Onsite installation, configuration, and testing of the RIO hardware.

The complete quote is included in your packet, and Kevin will be available at this meeting to answer any questions you may have. This is an item we would need Council Action on to proceed forward.

For Information Only

Item 1) Building Code Compliance On-Call Full Services: As you are aware, we currently have a temporary agreement with the City of Elma to use their Building Official for plan review, inspections, code compliance, and community development needs. As we continue to get busier with current and future planning and potential growth, we need to have someone available more often than the City of Elma can allow Bradley to help us as they are extremely busy and have been **very generous** in allowing us to use him more than was originally planned. **Thank you, City of Elma, for your assistance!**

In conversations with Bradley, his private company PNW Community Development Consultants LLC has submitted a proposal and scope of services to provide the City of McCleary with plan review, inspection services, planning and permit services, and other Community Development needs as requested by the City of McCleary.

Attached are the proposal and draft contract for your information. This will be placed on the next agenda for consideration.

Item 2) Utility Projects: Our Utility Manager Kevin Trehwella and Public Works Maintenance Foreman Cory Marsh have been preparing for some upcoming utility improvement projects such as Fire Hydrant replacements and Watermain replacements. Some of these projects will begin in the next 2 weeks.

Another project Kevin has been working on is reviewing water system filtration options that will help resolve customer complaints concerning taste and odor. Our intention is to bring a proposal forward for discussion at this meeting and then have it on a future agenda for consideration.

Item 3) Beerbower Park Renovation Update: We received notice today, 8/6, that we should be receiving the report from NW Heritage Consultants for the Cultural Resources Study early next week. As soon as this is complete, we will be able to begin park renovations.

Item 4) The Ranch at Camp Creek Annexation- Yesterday August 5th, the Grays Harbor County Boundary Review Board held a Public Hearing to take testimony concerning the annexation of “The Ranch at Camp Creek” also known as the Studer Property. The Boundary Review Board approved the annexation; the next step will be them holding a meeting to formally approve the annexation resolution in early September.

Item 5) National Night Out- I would like to thank our McCleary Fire Department and Officer Adam Moutafts with our Police Department for their outstanding efforts in community outreach during the National Night Out event on August 5th. You all did an outstanding job and appreciate your efforts. Well done!

Respectfully,

Darrin C. Raines
City Administrator

Agreement for Plan Review/Inspection Services

This Agreement (“Agreement”), is made and entered into on the day and year indicated by and between the City of McCleary, WASHINGTON, a (Washington municipal corporation), hereinafter referred to as the “CITY”, and PNW Community Development Consultants a Washington State Corporation, hereinafter referred to as “PCDC.”

1. **Scope of Services.** PCDC will provide the City with the services described in Exhibit A, “Scope of Services,” attached hereto and fully incorporated herein. Said services shall be performed with the ordinary skill, care, and expertise customarily expected from those in the business of providing such services.

2. **Rates and charges.** The City will pay PCDC the monthly fees and costs as described at Exhibit B herein. Unless otherwise specified, the City will pay the fees and costs on or before the expiration of thirty (30) days from the date of receipt of the invoice.

3. **Duration.** This Agreement shall begin upon execution and continue in full force and effect through 12/31/2027; provided that, either party may terminate this Agreement at any time, with or without cause, upon not less than sixty (60) days prior written notice. In addition, the City may terminate this Agreement in the event it receives notice of cancellation of PCDC's insurance coverage, or other good cause including breach of this Agreement, upon not less than ten (10) days prior written notice. This Agreement may be renewed for additional terms upon mutual agreement of the parties.

4. **Confidentiality.** PCDC acknowledges that some of the plans reviewed plans may be confidential, or constitute valuable assets of and are proprietary to the City. PCDC and their employees may, during the course of performing services under this Agreement, have access to confidential information. PCDC also acknowledges that the City has a responsibility to its customers and employees to keep City information confidential and proprietary, except to the extent such information is subject to public disclosure under state law.

PCDC agrees under no circumstances to disclose, sell or trade, either directly or indirectly, to any person, firm or corporation information of any kind located at or received from the City, except as directed by the City. PCDC agrees to safeguard and protect any information located at or received from the City.

This provision shall survive termination of this Agreement.

5. **Indemnification.** PCDC shall indemnify, defend and hold the City, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent acts or omissions of and to the extent harm is caused by PCDC, its agents or employees in connection with this Agreement. If suit in respect to the above is filed and judgment is rendered or settlement made requiring payment of damages by the City, its officers, agents or employees, PCDC shall pay the same.

The City shall indemnify, defend and hold PCDC, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent acts or omissions of and to the extent harm is caused by the City, its agents or employees in connection with this Agreement. If suit in respect to the above is filed and judgment is rendered or settlement made requiring payment of damages by the PCDC, its officers, agents or employees, the City shall pay the same.

6. Insurance.

6.1 PCDC agrees to maintain, at their own expense, for the benefit of the City, as additional insured, insurance against liability for damage or loss and against liability for personal injury or death, arising from acts or omissions of PCDC, its agents and employees. Such policy or policies shall contain a provision whereby the City must receive at least thirty (30) days prior written notice of any cancellation of PCDC's insurance coverage.

PCDC shall provide insurance coverage in amounts not less than the following:

- a.) One Million Dollars General Liability Insurance per occurrence
- b.) Professional Liability (Errors and Omissions) insurance covering claims arising out of the professional services performed under this Agreement, with limits of not less than One Million Dollars (\$1,000,000) per claim.

6.2 PCDC and its employees, subcontractors and agents performing services under this Agreement shall ensure that any personal vehicles utilized during the performance of this Agreement are properly and sufficiently insured for their use.

6.3 Prior to the commencement of this Agreement, PCDC shall deliver to the General liability policies shall identify the City as an additional insured where required by this Agreement. Certificates evidencing Professional Liability (Errors and Omissions) insurance shall also be provided. Failure to provide proof of the insurance at any time to the satisfaction of the City shall be grounds for termination of this Agreement.

7. Public Records Compliance. PCDC acknowledges that the City is subject to the Washington Public Records Act, Chapter 42.56 RCW. PCDC shall maintain all records relating to services performed under this Agreement and, upon request by the City, promptly provide such records in a format reasonably requested by the City. PCDC shall reasonably cooperate with the City in responding to public records requests relating to this Agreement. Nothing in this section shall be construed as requiring PCDC to determine whether any record is exempt from disclosure under applicable law, which determination shall remain the responsibility of the City.

8. Prior Agreements. This Agreement shall govern performance of all services described herein. Any prior agreement is hereby superseded and wholly replaced by this Agreement for all services described.

9. No Employment Relationship. This Agreement creates an independent contractor relationship. PCDC and its employees, subcontractors and agents performing services under this Agreement are not and shall not be considered employees of the City. Nothing herein shall be deemed to create an employment relationship between those individuals or entities performing services hereunder and the City.

10. Governing Law. This Agreement shall be governed by the laws of the State of Washington. The venue for any litigation concerning this Agreement shall be Thurston County, Washington.

11. Integration. Written Amendments Only. This writing including Exhibit A constitutes the full and only agreement between the parties, there being no promises, agreements or understandings, written or oral, except as herein set forth, or as hereinafter may be amended in writing. This Agreement including Exhibit A may only be amended or modified by written agreement of the parties.

12. Assignment. PCDC shall not assign any interest on this Agreement (whether by assignment or notation), without prior written consent of the City, which consent may be withheld in the sole discretion of the City. Any assignment or transfer of an interest in this Agreement by PCDC without the prior written consent of the City shall be void. The covenants

and conditions herein contained shall apply to and bind the heirs, successors, administrators and assigns of all parties hereto.

13. Remedies for Breach and Attorney's Fees and Costs. All remedies available in law and equity shall be available in the event of a breach of this Agreement. In the event legal action is initiated by either party against the other, the prevailing party shall be entitled, in addition to all other amounts to which it is otherwise entitled by this Agreement, to its reasonable attorney's fees and costs, including those incurred on appeal.

14. Nonwaiver of Breach. Failure of either party to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

15. Severability. If any portion of this Agreement is deemed void, illegal or unenforceable, the balance of this Agreement shall not be affected thereby.

16. Notice. Notice provided or required under this Agreement shall be sent in writing or by facsimile transmission to the parties at the following address/numbers:

PNW Community Development Consultants Inc.
8411 Old Hwy 99 SE, Tumwater, WA 98501

17. Capacity to Bind Parties. The parties represent and acknowledge that the individual signing this Agreement has the authority to do so and to bind each party, and their successors and assigns.

In Witness Whereof, the parties enter into this Agreement, mutually agree on above terms, are authorized to execute this Agreement and the parties have executed this Agreement on the day and year indicated.

PNW COMMUNITY DEVELOPMENT CONSULTANTS

Bradley Eisold
President, PNW Community Development Consultants

Dated: _____, _____

Dated: _____, _____

EXHIBIT A

SCOPE OF SERVICES

City of McCleary Building Code Compliance On-Call Full Services

I. Plan Review

The City of McCleary (City) will determine which plans and building permit applications will be reviewed by PCDC PNW Community Development Consultants LLC (PCDC). PCDC will review such plans submitted with building permit applications for structural and non-structural code compliance in accordance with the currently adopted construction codes and as amended by the State of Washington and the City, except that PCDC will confer with the City Building Official and/or their agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).

- A. The services to be performed by PCDC shall be specified in a Letter of Authorization issued by the City for each set of plans and permit application.
- B. PCDC will not design for applicants, make any structural changes on the plans, or make any changes that directly contradict other information on the plans.
- C. Reviews shall be conducted by PCDC and under direction of PCDC staff and subconsultants.
- D. If corrections, revisions, or additions are required, PCDC will write a comment letter addressed to the applicant. The City, or PCDC at the direction of the City, will provide the comment letter, along with any additional City requirements to the applicant. The comment letter will indicate to the applicant that they are required to submit the corrections, revisions, or additions once addressed to the City per the submittal requirements and/or guideline checklists for the permit type under review.
- E. When the plans and applications are consistent with the City codes and standards, PCDC will indicate that the plans and applications have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet of the required electronic submittal documents. In the event electronic submittal documents are not available, up to two (2) sets of drawings (as provided by the applicant), including the cover sheet, will be stamped in the same manner and provided back to the City.
- F. Full plan reviews will include structural, non-structural, accessibility, energy, and ventilation requirements as applicable. Partial plan reviews will be indicated herein as either structural or non-structural or as mutually agreed upon. Initial reviews shall be within the timelines identified in Section 2 below.

II. Process

- A. The City reserves the right to determine the process and method of work by PCDC. At its sole discretion, the City will determine if it wishes to contract with PCDC on a time and materials basis or a percentage basis and as mutually agreed upon by the City and PCDC. Labor rates for time and materials basis are shown in Exhibit B.
- B. Work will not be initiated until a signed contract, task order, or work order has been received by PCDC.
- C. The City will notify PCDC in writing which plans and applications are to be reviewed by PCDC.

- D. The City will intake, track, and process the permit applications and all revisions per current building and permit administration procedures through in-house platforms. PCDC will conduct its services on electronic plans and applications, unless otherwise specified by the City.
- E. Electronic application submittal, review, and approval will be coordinated by the City through the City platform. PCDC will identify its staff who will have user access to and participate in the city platform. All submittal materials from applicants shall be PDF or other compatible file type to perform electronic review.
- F. For transmission of application materials received through the City's in-house platform, electronic files between the City and PCDC will be via a file transfer method such as a SharePoint file link, FTP link, cloud-based file link or similar. PCDC utilizes a SharePoint system and can provide the means of file transfer. The City application materials will generally be available within the City's in-house platform and will not require file transfer from PCDC back to the City. PCDC will perform reviews and coordination using Bluebeam Revu, PDFs, and Microsoft Word documents. Email file transmission may be used at the discretion of PCDC and City staff.
- G. For transportation of non-electronic documents (paper copies), the City will be responsible for the transportation and costs associated with providing PCDC the documents and the return of the permit review documents back to the City.
- H. PCDC will conduct the initial review, request revisions or additional information, and will either indicate compliance or non-compliance with the code(s) against which it was checked and notify the City. If the plans are still not as required, the City, or PCDC at the direction of the City, will contact the applicant with additional revision requests within the time frames specified below unless negotiated otherwise.

Project Type	Initial Review	Re-Review
Single-Family	10 working days	7 working days
Multi-Family	15 - 20 working days	10 working days
Commercial	15 - 30 working days	15 working days

*Timelines are subject to change related to applicable City rules, regulations and RCWs as amended and as mutually agreed upon.

- I. The review timelines set forth above may be revised for any given project, upon written consent of both the City and PCDC. Land use permit applications have an initial review time frame of 4-6 weeks following submittal of a complete application.

III. Plan Review Fees

The following fee determination criteria is intended to include the review of plans sent to PCDC for review and approval. The reviews will typically be for new construction, substantial remodel, and alterations of both residential and commercial structures. Incidental over-the-counter plan review performed by PCDC staff while on-site at the City will be included as part of the daily tasks performed at the hourly rate identified in the Labor Rate Schedule.

LUMP SUM: The City shall pay PCDC a lump-sum fee for performing an initial review and one (1) recheck for each project. The fee shall be based on a percentage of the plan review fee as tabulated below or as mutually agreed upon between the City and PCDC. The plan review fee shall be based on the fees charged by City resolution. At the request of the City and in concurrence by PCDC, plan review fees may be determined to be charged at the hourly rates as identified in the Labor Rate Schedule as opposed to the following "fixed fee" rates:

<u>Commercial and Multi-Family Projects</u>	Lump Sum/Fixed Fee Percentage of Plan Review Fee Collected by the City	
	Valuation < \$2,000,000	Valuation \$2,000,000 To \$5,000,000
Full or Partial Plan Review (structural only or non-structural only)	60%	75%
<u>New Single-Family Projects</u>		
Full or Partial Plan Review (structural only or non-structural only)	60% of Plan Review Fee	

A Non-Residential: (Commercial and Multi-Family Projects)

i Full Plan Review:

Includes structural, non-structural Fire and Life Safety, Mechanical (IMC), Plumbing (UPC), Barrier Free ADA accessibility, State Energy Code, and applicable items in the City's Municipal Code when issued as a part of a combination building permit.

ii Partial Plan Review:

Will consist of one (1) of the following:

- International Building Code (IBC) non-structural Fire and Life Safety including Mechanical/Plumbing, Barrier Free ADA accessibility, and State Energy Code, when issued as a part of a combination building permit.

-OR-

- IBC Structural ONLY.

iii Mechanical/Plumbing: (issued as a separate permit or deferred submittal)

Will be charged hourly at the Plan Review rate as identified in the Labor Rate Schedule.

iv Electrical Plan Review:

Will be charged hourly at the Electrical Plan Review rate as identified in the Labor Rate Schedule.

v Small Works Projects:

Will be charged hourly at the Plan Review rate as identified in the Labor Rate Schedule.

(i.e., signage, pole sign, billboard, cell tower, retaining wall, dock, garbage enclosure, envelope change, bridge, small interior remodel / TI, mezzanine add or alteration, fire damage, misc. repairs, re-roof, etc.) PCDC will coordinate at the time of intake of the project if the project falls within this category.

vi Civil/Site Plan Review:

Will be charged hourly at the Civil/Site Plan Review rate as identified in the Labor Rate Schedule. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule.

vii Fire Code, Fire Sprinkler, Fire Alarm:

Will be charged hourly at the Fire Code and Sprinkler (FPE) Review rate as identified in the Labor Rate Schedule.

B Residential: (New Single-Family Projects)

i Full Plan Review:

Includes structural, non-structural Fire and Life Safety, Mechanical, Plumbing, State Energy Code, and applicable items in the City's Municipal Code, when issued as a part of a combination building permit.

ii Partial Plan Review:

Will consist of one (1) of the following:

- International Residential Code (IRC) non-structural Fire and Life Safety including Mechanical/Plumbing, and State Energy code when issued as a part of a combination building permit

-OR-

- IRC / IBC Structural ONLY.

iii Small Works Projects:

Will be charged hourly at the Plan Review rate as identified in the Labor Rate Schedule.

(i.e., remodel, addition, deck, porch, small garage, accessory buildings (non-ADU), car port, retaining walls, dock, envelope change, kitchen or bath remodel, garage conversion, fire damage, misc. repairs, re-roof, etc.) PCDC will coordinate at the time of intake of the project if the project falls within this category.

C Exhibit B Labor Rate Schedule will be utilized for all hourly fees unless negotiated otherwise between PCDC and the City.

D Lump Sum/Fixed Fee plan review includes the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates identified in the Labor Rate Schedule.

E All reviews beyond the initial plan review fee and recheck as identified above due to non-responded items or otherwise, shall have additional fees charged at the hourly rates identified in the Labor Rate Schedule

F Expedited plan review services are available upon request. Fee is negotiated based on timeline requested at a rate of 150% to 200% of the hourly rates identified in the Labor Rate Schedule or as negotiated otherwise. Once the fee is negotiated, the City shall inform the applicant of the fee ahead of the notice to proceed. Billing for authorized expedited services will be identified in the statement further described below.

G A joint PCDC plan review and City split review option may be negotiated prior to the start of the plan review.

IV. Building Inspection Services

PCDC will provide a certified building inspector, certified building official, or certified electrical inspector (for electrical inspections only) to perform the following services on an as-needed, on-call basis for Residential and Commercial buildings:

A Upon authorization by the City, the inspector will perform building inspection services for the City.

B At the request of the City, the inspector shall be asked to perform one (1) or more of the following inspection tasks:

- 1 Non-structural fire and life safety inspections
- 2 Structural inspections
- 3 Energy code inspections
- 4 Barrier Free ADA inspections
- 5 Mechanical and Plumbing inspections
- 6 Electrical inspections (if applicable)

Additional service may be provided when requested:

- 1 Fire protection, sprinkler, and alarm review
- 2 Site civil and drainage review

C Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (Washington Administrative Code [WAC] 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable City Building Codes, except that inspector will confer with the City Building Official or their agent on any portion of the review that specifically requires an approval of the Building Official under the applicable code(s), or that involves an unusual interpretation.

D Inspections will be carried out in accordance with codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained in the manner required for the specific project and on the City office copy of the permit. Inspections can be negotiated to be in-person or virtual/remote inspections, or as requested otherwise by the City.

Note: Plan review approvals are not inspections.

E Exhibit B Labor Rate Schedule will be utilized for all hourly fees unless negotiated otherwise between PCDC and the City. The City shall guarantee a minimum of two (2) hours of inspection work each day inspection services are provided. Inspection time is calculated from portal to portal as further explained below.

V. Additional Services Required

A PCDC will act as the City's Building Official on an as-needed basis for services including code interpretation and administrative needs such as ordinance review at the hourly rates identified in the Labor Rate Schedule.

B Pre-permit plan review meetings to review code requirements and City permit coordination will be charged at the hourly rates identified in the Labor Rate Schedule.

C Review of supplemental plans or deferred submittals (information not provided at time of initial review but required for plan approval, i.e., truss specification/plans, fire protection/alarm details, etc.) will be charged at the hourly rates identified in the Labor Rate Schedule.

D Revisions to plans that require additional plan review will be charged at the hourly rates identified in the Labor Rate Schedule.

E Addendums to approved plans that require additional plan review will be charged at the hourly rates identified in the Labor Rate Schedule.

F Attendance of meetings in person or remotely when requested by the City will be charged at the hourly rates identified in the Labor Rate Schedule.

G Separate Fire Code, Fire Sprinkler, Fire Alarm, and when not part of the full plan review, mechanical and plumbing reviews when requested by the City, will be charged at the hourly rates identified in the Labor Rate Schedule.

H PCDC will provide professional planning services when requested by the City. PCDC's availability to provide such services is approximately 20-30 hours per month. Such services will be subject to the provisions of this agreement and will be charged on a time-and-expense basis using the hourly rate identified in Exhibit B Labor Rate Schedule. Professional planning services may include but are not limited to:

- 1 Process project permit applications.
- 2 Communicate and coordinate with project permit applicants and City staff.
- 3 Conduct land use and site plan reviews.
- 4 Provide general planning and permit application guidance to citizens, potential applicants, and staff.
- 5 Facilitate other permit processes in accordance with Title 14, Title 16, or Title 17.
- 6 Other work as mutually agreed upon by PCDC and the City, conducted on a task order basis, including but not limited to development of code and policy updates, preparation of map exhibits, etc.

I Processing and reviewing land use permits, project permits and site plan review applications, and other professional planning services when requested by the City, will be charged on a time-and expense basis using the hourly rate identified in Exhibit B Labor Rate Schedule.

VI. Additional Terms

A All other review services and plan reviews more than two (2) (the initial review plus one (1) re-check) shall be paid on a time-and-materials basis using the applicable hourly rate identified in the Labor Rate Schedule.

B In-house plan review and other services will be provided as desired by the City and agreed upon by PCDC on a time-and-materials basis using an hourly rate identified in the Labor Rate Schedule.

C Valuation figures used to determine the plan review fees will be calculated based on the City's Fee Resolution or most current ICC publication and 1997 UBC standards of practice. The plan review fee will be determined by the City and the proposed plan review fee amount shall be submitted to PCDC with each plan review submitted for review and approval.

D Billing statements will be issued for reviews that receive a full initial review in the preceding month or other acceptable time period. A full initial review shall constitute an earned fee for both the City and PCDC. Each statement will include the permit application number and applicant name or permit name of the plans reviewed with the fee.

E The City shall have the right to withhold payment to PCDC for any work not completed in a satisfactory manner until such time that PCDC modifies such work to the satisfaction of the City.

F The City may elect to review the contract with PCDC on an annual basis, which may include but not limited to negotiation of services, renewal of services, contract cancelation, or contract renewal. The Labor Rate Schedule will be adjusted annually.

G Hours charged will be portal to portal from inspector's, examiner's, planners or building official's residence or the Tumwater office, whichever is less, to the site.

H All mileage included by PCDC will be reimbursed at the most current IRS rate at the time of service.

I PCDC staff's normal workdays are Monday through Friday (8am~5pm, PST). Office work on Saturdays, Sundays or City Holidays will be performed only at specific request of the City. Billing for work performed outside normal work hours or on Saturdays, Sundays, or City Holidays shall be at 150% of the rates shown above.

J This Labor Rate Schedule is effective as of January 1, 2026. PCDC will adjust rates annually at the start of each new year.

EXHIBIT B

LABOR RATE SCHEDULE

Classification	Hourly Rate
Building Inspector, Combination	\$135
Building Official / Inspections (Director/Assistant Manager)	\$205
Plans Examiner – non-structural	\$185
Fire Code and Sprinkler (FPE) Review	\$165
Structural Plan Review (QA/QC)	\$270
Senior Structural Plan Review (Senior Engineer)	\$260
Structural Plan Review (Staff Engineer)	\$185
Electrical Plan Review (QA/QC)	\$270
Electrical Plan Review (Senior Engineer)	\$255
Electrical Plan Review (Staff Engineer)	\$180
Electrical Plans Examiner (not Engineer)	\$165
Electrical Inspector	\$135
Civil/Site Plan Review (QA/QC)	\$270
Civil/Site Plan Review (Senior Engineer)	\$245
Civil/Site Plan Review (Staff Engineer)	\$190
Civil/Site Inspector (Professional Engineer)	\$175
Civil/Site Inspector	\$165
Senior Planner	\$210
Planner	\$180
Administration Assistance	\$140

Labor rates will be adjusted annually on January 1



City of McCleary

STAFF REPORT

To:	Mayor and Council
From:	Fire Chief Andrew Pittman
Date:	August 1, 2026
Department:	Fire Department

We have received our new Uniforms, thank you to the council and mayor for approval. National Night out is August 4th the fire department will be providing hotdogs and water for the event.

We are currently under a full burn ban please refer to the grays harbor county fire marshal's or ORRCA's websites for any updates.

Our June call numbers are as follows:

Lift Assists= 4, Haz Mat-2, Fires- 1 Vehicle accidents-2, Fire Alarm-1, Citizen Assist-1, Not available for calls-4

Total=15

Fire District 12 medical responses =8

Our July call numbers are as follows:

Fire- 4, False Alarm-1, Lift assists-4, Medical Response-2, Vehicle Accidents-2 Mutual Aid Wildland-1 Not Available for calls-1

Total=15

Fire District 12 medical responses=11

Chief Andrew Pittman

City of McCleary

STAFF REPORT

To:	Mayor and Council
From:	Cory Marsh
Date:	8/5/2026
Department:	Public Works

Hello Everyone,

Since my last report, Bearfest has come and gone! Hopefully everyone was able to come down and enjoy some Bear Stew.

We have completed 1 out of 3 projects for FEMA. The crew installed 2 Catch basins to collect water runoff to prevent a property owners' shop from being flooded. We are currently in the process of getting a SEPA application to start cleaning out the culvert ends on 7th and Maple. Once we receive the SEPA application we will apply for an HPA Application and then Fish and Wildlife Permit. It is a time process but once we can remove debris and vegetation from those culvert ends, our storm system should be flowing good with no backup.

We are currently Scheduled to start the Ash street Waterline replacement project on August 24th. Employees are Scheduled to take Asbestos training to be L&I Compliant. The city must apply for a permit if any Asbestos is exposed or is going to be worked on. There is a one-time permit that can be applied for that one job, or there is an Annual Permit that covers for the whole year in case of emergency we are covered. The cost of that permit is \$900. If you have any questions about this permit, feel free to reach out to me.

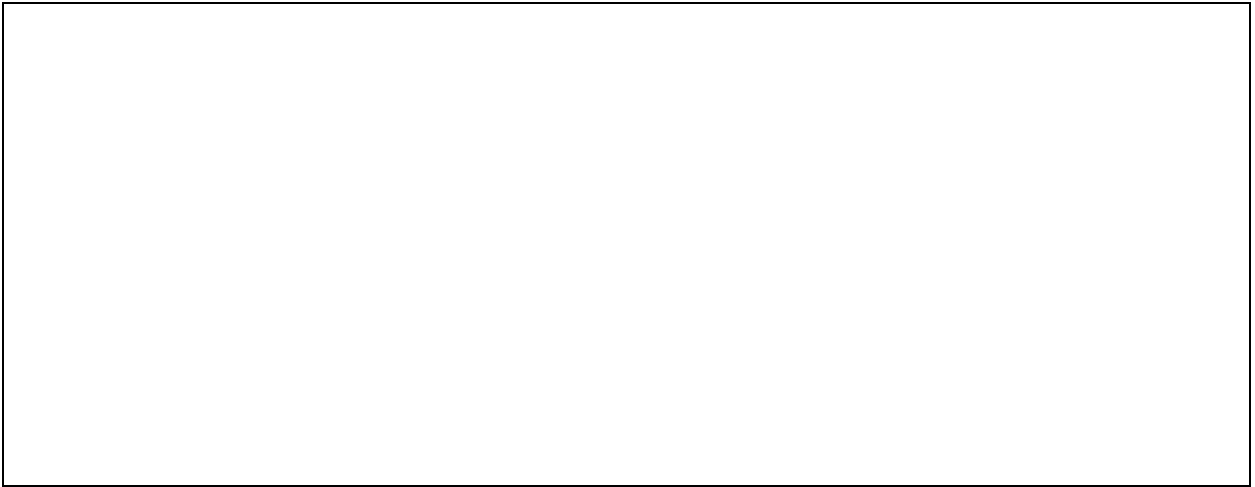
In the packet is an Asset Management system that I have been talking to since February. I think this is a great system for the city and is needed as for some grants that we want to apply for, they request that we have an Asset Management system to be able to apply for.

We currently have two Employees who are looking to acquire their class A CDL. For this we would have to send them to a schooling. One school is in Olympia for \$6,460 after tax which is a 4 week course with classes starting every Monday. The other course is through Grays Harbor College which is \$4,680 for 6 weeks starting in January 2027. This is a training that the city is requiring them to get in their job description. I am looking for approval to get this going as they are required to have this within 6 months of employment.

If you have any questions, feel free to reach out to me at anytime...

Thank You

Cory Marsh





City of McCleary

STAFF REPORT

To:	Mayor Dahl and Council
From:	Paul Nott
Date:	8/6/2026
Department:	Light and Power

Hello All,

This last month the crew installed 6 new customer services, continued work to cut over the Sand Creek area, worked with PW to prep and take down Bear Festival, and continual tree trimming line maintenance. We have also been busy collecting the data and submitting for FEMA assistance from the storm in December of 2025.

Currently we are continuing to prepare the Sand Creek area for cut over and are hopeful of having it completed by the end of the month.

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

Paul



City of McCleary

STAFF REPORT

To:	City Council
From:	Kevin Trehwella
Date:	August, 2026
Department:	Water and Wastewater

Water and Wastewater:

"With the groundwater table dropping for the summer, influent flow at the Wastewater Treatment Plant has decreased significantly to around 100,000 gallons per day. This reduction to typical summer flows provides an ideal operational window to complete pending plant projects much more efficiently."

On July 30, 2026 the Federal Bureau of Investigation issued a Public Service Announcement regarding Malicious Cyber Actors Targeting Water and Wastewater Sector Internet-facing PLC's, Causing Operational Disruptions.

Here are the Key Highlights of the Alert.

☐ **Targeted Devices:** Malicious Cyber Actors (MCAs) are actively targeting internet-facing Operational Technology (OT) devices, specifically **Rockwell Automation/Allen-Bradley MicroLogix 1100 and 1400 series PLCs.**

☐ **Affected Sector:** Water and Wastewater Sector (WWS) utilities across at least seven states have reported incidents to the FBI, with some suffering operational degradation.

☐ **Attack Method:** Cyber actors remotely access internet-facing PLCs and change their IP addresses and passwords, leading to a direct loss of monitoring and control functionality.

At the Wastewater Treatment Plant, we utilize Rockwell SLC 500 series PLCs across our entire system. These units share the same core security vulnerabilities as the MicroLogix series currently highlighted in national cyber advisories, as both platforms rely on legacy RSLogix 500 messaging protocols lacking modern cybersecurity defenses. At the Water Treatment Plant, we run Square D PLCs, which have not seen similar targeted attacks.

While no network is entirely un-hackable, we can significantly reduce our risk profile by implementing basic OT security protocols. During a recent cybersecurity briefing hosted by an Air Force defense contractor, our 900 MHz radio telemetry link between the two well houses was identified as a notable security risk and point of vulnerability.

Proposed Action & Operational Benefit:

We can eliminate this security vulnerability and resolve ongoing communication failures by transitioning the communication loop between the well houses directly to our existing ethernet infrastructure improvement project that is currently on the proposed budget agenda for the Water Treatment Plant.

Beyond strengthening network security, this upgrade solves a costly operational problem. Currently, communication glitches across the 900 MHz radio link—such as the one experienced this past Tuesday evening—cause an estimated loss of **54,000 gallons (7,219 ft³)** of water per event at Well #3. Converting to ethernet will stabilize remote operations and stop these unforced water losses.

Additionally, there are a few key budget agenda items I would like to discuss with you:

- **Pani ZED Operational AI:** A specialized AI tool designed to assist plant operators by analyzing operational data in real time to optimize plant efficiency and lower operating costs.
- **SCADA System Upgrade:** Modernizing our primary control software to ensure reliable long-term operations, better monitoring, and enhanced cybersecurity.
- **Granular Activated Carbon (GAC) Filtration:** Following up on questions regarding options for water quality improvements, installing GAC filtration is the most effective solution to elevate our overall water quality.

I look forward to discussing these proposals and providing additional details at the meeting.

Kevin Trewhella

City of McCleary

STAFF REPORT



Item 8.

To:	Mayor and Council
From:	Dalyn Beaulieu
Date:	August 1 st , 2026
Department:	Building/Conservation/Code Enforcement/IT

Good evening, Mayor, and Council,

Building Department:

The Building and Planning Department is seeking Council approval of the proposed building department fee schedule and Planning Services Contract with PNW Community Development Consultants. **Grant Update:** Permit Process Update Grant: determination will be communicated by the end of this month. Growth Management Periodic Update Grant PUG award was granted in the amount of \$9,826. Council will be kept informed of significant developments and submission timelines.

Complaints:

Code Enforcement matters include: **10.20.010 (C)(D)(E) 8.16.20 (1)(3)(6)(7abc)(8)**

All documentation has been provided to support accommodation for case 26-0004. Proactive actions have been taken to communicate vegetation concerns with courtesy door tags. Consistent communication and signature on the Voluntary Compliance Form have been established for case 26-0005. Compliance has been attained for case 26-0007.

IT Renewal: Sophos Managed Detection and Response (MDR) services.

Renewal Summary:

- Product/Service: Sophos Managed Detection and Response (MDR)
- Purpose: 24/7 cybersecurity monitoring, threat detection, investigation, and response
- Benefits: Continuous security monitoring, expert threat hunting, incident response, and integration with existing security tools to help protect the organization from cyber threats.

ACTIVITY	TOTAL	Notes
Customer Service	17	
Permits Issued	5	
Plan Reviews	0	
Inspections Performed	5	
Complaints Received	2	
Code Violations Identified	2	Code 10.20.010 (C)(D) (E) 8.16.020 (1)(3)(6) (7abc) (8)
Communications	2	
Door Tags/Nuisance Letters S	14	
Thank you, Compliance Letters	4	
Lemay's Garbage Letters Sent	0	

Conservation Program

Month	Applications Received	Conservation Permits Issued	Rebates Paid This Month	Total Rebates Paid to Date
July	2	2	\$1520.00	\$25,640.33

City of McCleary

STAFF REPORT

To:	Mayor and Council
From:	Julie Pope, Clerk-Treasurer
Date:	8/12/2026
Department:	Finance

Mayor and Council,

Excise Tax Refund

I would like to express my sincere appreciation to Toni Aubuchon for her hard work in amending our Excise Tax Returns. Through her careful review and correction of returns for calendar years 2022 through 2026, the organization received a refund totaling \$7,660.09, of which \$1,116.00 was interest. The largest portion of the refund was related to the 2022 tax year. Toni's attention to detail and commitment to accuracy were instrumental in achieving this positive outcome.

Council Discussion:

- 1. Ordinance to create a new fund for the Community Center:** This ordinance creates a new fund to better track the revenue and expenditures for the community center. It would be a committed fund which means the monies collected can only be spent on the maintenance and repair of the community center.
- 2. Resolution for Community Center Rental Fees:** This resolution updates the fees to rent the community center. Currently, our fees are \$150. We are proposing the fees go to \$200. For McCleary resident funerals and celebrations of life we are proposing a \$100 fee.
- 3. Street Fund Transfers/Allocations:** Historically the City would allocate 10% of property tax received to the street fund and would also transfer money from the general fund to the street fund. 2023 was the last year the city allocated property taxes. This year we have budgeted \$59,398 in transfers but in 2023, there was only \$2,750 in transfers and none for 2024 and 2025. I would like to create a policy that would direct the Clerk-Treasurer to either do either or both of these.
- 4. Business License Ordinance and Fee Resolution:** For discussion at the next council meeting, I will be bringing forward an ordinance to authorize business licenses within the City of McCleary along with a proposal fee resolution.

Respectfully,

Julie Pope
Clerk-Treasurer

Agreement No. WQC-2026-Mcclea-00248

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MCCLEARY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of McCleary, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	McCleary Wastewater Collection System Improvements – I&I Reduction
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	10/01/2025
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Wastewater Facility

Project Short Description:

This project aims to improve water quality in the East Fork of Wildcat Creek by planning upgrades to the wastewater collection system in the City of McCleary. It will evaluate improvements to a collection system that currently experiences excessive Infiltration and Inflow (I&I).

Project Long Description:

This project aims to improve water quality in the East Fork of Wildcat Creek by planning upgrades to the wastewater collection system in the City of McCleary. It will evaluate improvements to a collection system that currently experiences excessive Infiltration and Inflow (I&I).

The project will develop a systematic plan to review the City’s ten delineated sewer basins and identify locations where extraneous I&I enters the system during periods of heavy precipitation and high groundwater levels. Phase one will include investigative work to supplement the 2022 General Sewer Plan (GSP) through targeted data evaluation, strategic flow monitoring, CCTV inspection, and smoke testing.

Information from these investigations will be used to determine the most cost-effective repairs or replacements needed to achieve long-term I&I reduction. The evaluation will identify the nature and extent of system defects

and estimate the amount of I&I that can be permanently removed. Cost-effectiveness will be assessed on a peak-flow (gpd) basis and compared to the cost of maintaining a higher-capacity conveyance and treatment system if no action is taken.

Based on these findings, design criteria will be established to guide appropriate spot repairs or full system replacements as the City moves into design and construction.

Overall Goal:

Goals for this project include:

1. Prevent raw sewage overflows into the East Fork of Wildcat Creek by reducing excessive Inflow and Infiltration (I&I) in the City's wastewater collection system.
2. Reduce public health risks from exposure to pathogens associated with sanitary sewer overflows.
3. Limit future capital and O&M costs by reducing I&I and avoiding unnecessary capacity increases in the collection, transmission, and treatment systems.
4. Extend the life of WWTP equipment and conveyance infrastructure by lowering flows and reducing operational stress caused by I&I.
5. Identify and implement the most cost-effective, sustainable I&I reduction strategies, considering useful life, installation needs, site stability, climate impacts, resiliency, and environmental justice, and develop long-term programs for continued I&I reduction.

RECIPIENT INFORMATION

Organization Name: City of McCleary

Federal Tax ID: 91-6001456

Mailing Address: 100 S 3rd Street
McCleary, WA 98557

Physical Address: 100 S. 3rd Street

Organization Email: darrin.raines@cityofmccleary.com

Organization Fax: (360) 495-3097

Contacts

Project Manager	Darrin Raines City Administrator 100 S. 3rd Street McCleary, Washington 98557 Email: darrin.raines@cityofmccleary.com Phone: (360) 495-3667
Billing Contact	Julie Pope Clerk Treasurer 100 S. 3rd Street McCleary, Washington 98557 Email: juliep@cityofmccleary.com Phone: (360) 495-3667
Authorized Signatory	Darrin Raines City Administrator 100 S. 3rd Street McCleary, Washington 98557 Email: darrin.raines@cityofmccleary.com Phone: (360) 495-3667

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Carey Cholski PO Box 47775 Olympia, Washington 98504-7775 Email: cgru461@ecy.wa.gov Phone: (564) 669-3113
Financial Manager	Kari Sample WQ FM PO Box 47600 Olympia, Washington 98504-7600 Email: KASA461@ecy.wa.gov Phone: (000) 000-0000
Technical Advisor	Carlin Wong PO Box 47775 Olympia, Washington 98504-7775 Email: CWON461@ecy.wa.gov Phone: (564) 250-7136

SCOPE OF WORK

Task Number: 1 **Task Cost: \$2,500.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Recipient Task Coordinator: Jenna Amsbury

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	06/30/2027
1.2	Recipient Closeout Report (EAGL Form)	06/30/2027

SCOPE OF WORK

Task Number: 2 Task Cost: \$127,500.00

Task Title: Planning

Task Description:

- A. The RECIPIENT will procure professional services in accordance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Engineering Services Insert in the contract documents between the RECIPIENT and the professional services team. The RECIPIENT must submit all professional services contracts before ECOLOGY will provide reimbursement for work performed under this task.
- B. The RECIPIENT will prepare and submit a planning level document in accordance with the requirements of WAC 173-240 for approval by Ecology. The Engineering Report will fully evaluate the alternatives for determining solutions to eliminate I&I to significantly reduce inflow to the Wastewater Treatment Plant (WWTP). The planning document will identify the cost-effective alternative as the preferred alternative.
- C. The RECIPIENT will prepare a Cost-Effectiveness Analysis for the project alternatives and will integrate the analysis into the planning document in accordance with WAC 173-98.
- D. The RECIPIENT will provide a State Environmental Review Process (SERP) Environmental Information Document (EID) to ECOLOGY as a deliverable to assist with ECOLOGY's environmental review process.

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

Planning

Deliverables

Number	Description	Due Date
2.1	Documentation of the RECIPIENT's Process for Procuring Professional Services	
2.2	Executed Contracts for Professional Services	
2.3	Copies of the Final Approved Planning Document	
2.4	Submit SERP EID	

BUDGET

Funding Distribution EF260504

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SRF Forgivable Principal

Funding Type: Forgivable Loan

Funding Effective Date: 10/01/2025

Funding Expiration Date: 06/30/2027

Funding Source:

Title: CWSRF - SFY26 (state)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SRF Forgivable Principal	Task Total
Grant and Loan Administration	\$ 1,250.00
Planning	\$ 63,750.00

Total: \$ 65,000.00

BUDGET

Funding Distribution EL260503

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SRF Loan (State)
Funding Type: Loan
Funding Effective Date: 10/01/2025 Funding Expiration Date: 06/30/2027
Funding Source:

Title: CWSRF - SFY26 (state)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2% Interest Rate: 1.5% Admin Charge: 0.5%

Terms: 20 years

Project Start Date: 10/01/2025 Project Completion Date: 06/30/2027

Estimated Initiation of Operation date:

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 1191

SRF Loan (State)	Task Total
Grant and Loan Administration	\$ 1,250.00
Planning	\$ 63,750.00

Total: \$ 65,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan (State)	0.00 %	\$ 0.00	\$ 65,000.00	\$ 65,000.00
SRF Forgivable Principal	0.00 %	\$ 0.00	\$ 65,000.00	\$ 65,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber

optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement

to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before

purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY’s Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. “Section 319 Initial Data Reporting” form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at

<http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language,

RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY. The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.

7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.

8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTs agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general

obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an

indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to

repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactor

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they

cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form.

Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or

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expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) [\(<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>\)](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) [\(<https://sam.gov/SAM/>\)](https://sam.gov/SAM/) exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

03/11/2026 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." <https://apps.ecology.wa.gov/publications/UIPages/SummaryPages/2601001.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section

106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website,

<https://ofm.wa.gov/tech-support/statewide-vendor-payee-services/>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email SupplierRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion

thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures.

RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>.

RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers,

or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or

construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit the Washington State Procurement Manual web page, Green Purchasing, <https://des.wa.gov/purchase/washington-state-procurement-manual/green-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or

conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

McCleary city of

WATER QUALITY COMBINED
FINANCIAL ASSISTANCE
Funding Distribution Summary

WQC-2026-Mcclea-00248

By Task Funding Distribution

Task Title	SRF Loan (State)	SRF Forgivable Principal	Total
Grant and Loan Administration	\$1,250.00	\$1,250.00	\$2,500.00
Planning	\$63,750.00	\$63,750.00	\$127,500.00
Total	\$65,000.00	\$65,000.00	\$130,000.00

Recipient/Ecology Share

Funding Distribution	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan (State)	0.00%	\$0.00	\$65,000.00	\$65,000.00
SRF Forgivable Principal	0.00%	\$0.00	\$65,000.00	\$65,000.00
Total		\$0.00	\$130,000.00	\$130,000.00

Total Eligible Costs	Ecology Share	Recipient Share
\$130,000.00	\$130,000.00	\$0.00

Estimated loan repayment schedule

Loan number:	EL260503	Loan amount:	\$65,000.00
Agreement #:	WQC-2026-Mcclea-00248	Term of loan:	20 Years
Recipient name:	McCleary city of	Effective interest rate:	2.000%
Amortization method:	Compound-365 D/Y	Interest compounded:	Monthly
Project Completion:	6/30/2027	Loan date:	6/30/2028
Schedule number:	AS-000001191	Schedule creation date:	2/12/2026

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
1	6/30/2028	2,001.19	685.58	986.71	328.90	64,314.42
Subtotal	FY 2028	2,001.19	685.58	986.71	328.90	64,314.42
2	12/30/2028	2,001.19	1,355.36	484.37	161.46	62,959.06
3	6/30/2029	2,001.19	1,368.97	474.16	158.06	61,590.09
Subtotal	FY 2029	4,002.38	2,724.33	958.53	319.52	61,590.09
4	12/30/2029	2,001.19	1,382.72	463.85	154.62	60,207.37
5	6/30/2030	2,001.19	1,396.60	453.44	151.15	58,810.77
Subtotal	FY 2030	4,002.38	2,779.32	917.29	305.77	58,810.77
6	12/30/2030	2,001.19	1,410.63	442.92	147.64	57,400.14
7	6/30/2031	2,001.19	1,424.79	432.30	144.10	55,975.35
Subtotal	FY 2031	4,002.38	2,835.42	875.22	291.74	55,975.35
8	12/30/2031	2,001.19	1,439.10	421.57	140.52	54,536.25
9	6/30/2032	2,001.19	1,453.55	410.73	136.91	53,082.70
Subtotal	FY 2032	4,002.38	2,892.65	832.30	277.43	53,082.70
10	12/30/2032	2,001.19	1,468.15	399.78	133.26	51,614.55
11	6/30/2033	2,001.19	1,482.89	388.72	129.58	50,131.66
Subtotal	FY 2033	4,002.38	2,951.04	788.50	262.84	50,131.66
12	12/30/2033	2,001.19	1,497.78	377.56	125.85	48,633.88
13	6/30/2034	2,001.19	1,512.82	366.28	122.09	47,121.06
Subtotal	FY 2034	4,002.38	3,010.60	743.84	247.94	47,121.06
14	12/30/2034	2,001.19	1,528.01	354.88	118.30	45,593.05
15	6/30/2035	2,001.19	1,543.36	343.37	114.46	44,049.69
Subtotal	FY 2035	4,002.38	3,071.37	698.25	232.76	44,049.69
16	12/30/2035	2,001.19	1,558.85	331.75	110.59	42,490.84
17	6/30/2036	2,001.19	1,574.51	320.01	106.67	40,916.33
Subtotal	FY 2036	4,002.38	3,133.36	651.76	217.26	40,916.33
18	12/30/2036	2,001.19	1,590.32	308.15	102.72	39,326.01

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance	Item 10.
19	6/30/2037	2,001.19	1,606.29	296.17	98.73	37,719.72	
Subtotal	FY 2037	4,002.38	3,196.61	604.32	201.45	37,719.72	
20	12/30/2037	2,001.19	1,622.42	284.08	94.69	36,097.30	
21	6/30/2038	2,001.19	1,638.71	271.86	90.62	34,458.59	
Subtotal	FY 2038	4,002.38	3,261.13	555.94	185.31	34,458.59	
22	12/30/2038	2,001.19	1,655.17	259.51	86.51	32,803.42	
23	6/30/2039	2,001.19	1,671.79	247.05	82.35	31,131.63	
Subtotal	FY 2039	4,002.38	3,326.96	506.56	168.86	31,131.63	
24	12/30/2039	2,001.19	1,688.57	234.46	78.16	29,443.06	
25	6/30/2040	2,001.19	1,705.53	221.74	73.92	27,737.53	
Subtotal	FY 2040	4,002.38	3,394.10	456.20	152.08	27,737.53	
26	12/30/2040	2,001.19	1,722.66	208.90	69.63	26,014.87	
27	6/30/2041	2,001.19	1,739.95	195.93	65.31	24,274.92	
Subtotal	FY 2041	4,002.38	3,462.61	404.83	134.94	24,274.92	
28	12/30/2041	2,001.19	1,757.43	182.82	60.94	22,517.49	
29	6/30/2042	2,001.19	1,775.07	169.59	56.53	20,742.42	
Subtotal	FY 2042	4,002.38	3,532.50	352.41	117.47	20,742.42	
30	12/30/2042	2,001.19	1,792.90	156.22	52.07	18,949.52	
31	6/30/2043	2,001.19	1,810.90	142.72	47.57	17,138.62	
Subtotal	FY 2043	4,002.38	3,603.80	298.94	99.64	17,138.62	
32	12/30/2043	2,001.19	1,829.09	129.07	43.03	15,309.53	
33	6/30/2044	2,001.19	1,847.46	115.30	38.43	13,462.07	
Subtotal	FY 2044	4,002.38	3,676.55	244.37	81.46	13,462.07	
34	12/30/2044	2,001.19	1,866.01	101.38	33.80	11,596.06	
35	6/30/2045	2,001.19	1,884.75	87.33	29.11	9,711.31	
Subtotal	FY 2045	4,002.38	3,750.76	188.71	62.91	9,711.31	
36	12/30/2045	2,001.19	1,903.67	73.14	24.38	7,807.64	
37	6/30/2046	2,001.19	1,922.79	58.80	19.60	5,884.85	
Subtotal	FY 2046	4,002.38	3,826.46	131.94	43.98	5,884.85	
38	12/30/2046	2,001.19	1,942.10	44.32	14.77	3,942.75	
39	6/30/2047	2,001.19	1,961.60	29.69	9.90	1,981.15	
Subtotal	FY 2047	4,002.38	3,903.70	74.01	24.67	1,981.15	
40	12/30/2047	2,001.04	1,981.15	14.92	4.97	0.00	
Subtotal	FY 2048	2,001.04	1,981.15	14.92	4.97	0.00	
Grand total		80,047.45	65,000.00	11,285.55	3,761.90	0.00	

CUSTOMER AGREEMENT

This iamGIS Customer Agreement ("Agreement"), effective as of the Effective Date set forth below, is entered into by and between the entity identified as Customer below ("Customer") and iamGIS Group, LLC, an Indiana limited liability company, with a notice address of 2028 E Ben White Blvd Ste 240-1536, Austin, TX 78741 ("iamGIS"). The parties acknowledge and agree that they have read and understand the Terms and Conditions of this Agreement and, upon execution, are legally bound by it. This Agreement includes this "Signature Page" or any other ordering document referencing this Agreement, the Terms and Conditions at <https://iamgis.com/terms> (which are hereby incorporated by reference), Exhibit A - Pricing, all statements of work entered into in connection with this Agreement ("Statement(s) of Work"), and any schedules, or other attachments incorporated herein.

Customer	
Customer Name	City of McCleary
Customer State	Washington
Type of Entity	City
Notice Contact Information	Billing Contact: _____ Billing Email: _____
Service Details; Payment Terms	
Effective Date	The date of the last Party's signature
Initial Term	36 months from Effective Date
Software Services	A geographic information system (GIS) software solution hosted by iamGIS and made available as a service over the internet that provides digital inventories of assets and infrastructure and maintenance and support thereof.
Software Services Fee	\$3,500 (annual)
Implementation Fee	\$500 (one-time) WAIVED
Billing Terms	iamGIS will invoice Customer for software and implementation fees outlined above. Upon Effective Date of the Agreement, iamGIS will invoice Customer in full for the first year's annual software services fees, as well as the implementation fee. iamGIS will invoice client on an annual basis thereafter, according to the terms outlined in the Agreement.
Renewal Terms	Initial Term shall renew automatically for successive periods of one (1) year each, unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

Cost of Software can increase up to 5% upon renewal, after Initial Term

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

iamGIS

iamGIS Group, LLC

Customer

City of McCleary, WA

Name

Title

Date

Name

Title

Date

Exhibit A – Pricing

Deliverables		Term	Cost
Software Package	→ The following iamGIS Modules: ○ Maps – Unlimited maps, data and digital media ○ Assets – Fully configurable asset management tools compatible with Trimble and other bluetooth GPS receivers ○ Work – Project management features for one time work orders and recurring work orders ○ Engage – Citizen requests submitted via phone or website that can be converted to work orders and assigned to staff ○ Inventory – Track and monitor inventory usage across the city → Unlimited user licenses → Built in 2D facilities management → Basic data reporting	36 months	\$3,500 (per year)
Implementation Services	→ Import existing GIS layers into iamGIS (SHP or CSV) → Import existing cemetery data into iamGIS (SHP or CSV) → Configuration of maps, layers, feature settings, and attribute fields for customer → Video/web-based training for Customer's team → Assigned Customer Success Manager	One-time	\$500 (one-time) WAIVED
Total Up-front Investment			\$3,500

CUSTOMER AGREEMENT

This iamGIS Customer Agreement ("Agreement"), effective as of the Effective Date set forth below, is entered into by and between the entity identified as Customer below ("Customer") and iamGIS Group, LLC, an Indiana limited liability company, with a notice address of 2028 E Ben White Blvd Ste 240-1536, Austin, TX 78741 ("iamGIS"). The parties acknowledge and agree that they have read and understand the Terms and Conditions of this Agreement and, upon execution, are legally bound by it. This Agreement includes this "Signature Page" or any other ordering document referencing this Agreement, the Terms and Conditions at <https://iamgis.com/terms> which are hereby incorporated by reference), Exhibit A - Pricing (Eagleview), all statements of work entered into in connection with this Agreement ("Statement(s) of Work"), and any schedules, or other attachments incorporated herein.

Customer	
Customer Name	City of McCleary
Customer State	Washington
Type of Entity	City
Notice Contact Information	Billing Contact: _____ Billing Email: _____
Service Details; Payment Terms	
Effective Date	The date of the last Party's signature
Initial Term	36 months from Effective Date
Software Services	A geographic information system (GIS) software solution hosted by iamGIS and made available as a service over the internet that provides digital inventories of assets and infrastructure and maintenance and support thereof.
Software Services Fee	\$4,000 (annual)
Implementation Fee	\$500 (one-time) WAIVED
Billing Terms	iamGIS will invoice Customer for software and implementation fees outlined above. Upon Effective Date of the Agreement, iamGIS will invoice Customer in full for the first year's annual software services fees, as well as the implementation fee. iamGIS will invoice client on an annual basis thereafter, according to the terms outlined in the Agreement.
Renewal Terms	Initial Term shall renew automatically for successive periods of one (1) year each, unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

Cost of Software can increase up to 5% upon renewal, after Initial Term

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

iamGIS

iamGIS Group, LLC

Customer

City of McCleary, WA

Name

Title

Date

Name

Title

Date

Exhibit A – Pricing (Eagleview)

Deliverables		Term	Cost
Software Package	→ The following iamGIS Modules: ○ Maps – Unlimited maps, data and digital media ○ Assets – Fully configurable asset management tools compatible with Trimble and other bluetooth GPS receivers ○ Work – Project management features for one time work orders and recurring work orders ○ Engage – Citizen requests submitted via phone or website that can be converted to work orders and assigned to staff ○ Inventory – Track and monitor inventory usage across the city → Unlimited user licenses → Built in 2D facilities management → Basic data reporting → Eagleview base map integration	36 months	\$4,000 (per year)
Implementation Services	→ Import existing GIS layers into iamGIS (SHP or CSV) → Import existing cemetery data into iamGIS (SHP or CSV) → Configuration of maps, layers, feature settings, and attribute fields for customer → Video/web-based training for Customer's team → Assigned Customer Success Manager	One-time	\$500 (one time) WAIVED
Total Up-front Investment			\$4,000



Proposal + Contract

City of McCleary

Prepared: June 5, 2026

Expires: July 31, 2026



LETTER OF INTENT

Dear Cory and City of McCleary staff,

We are excited to submit an official proposal to the City of McCleary. iamGIS is one platform for GIS mapping, tracking assets, and managing work and projects across teams.

Over the last ten years, iamGIS has provided intuitive software to customers, counties and special districts in 37 states. As a trusted solution, we are confident that iamGIS can effectively support and streamline operations for you, your team and community.

Customers are provided access to our web based platform and integrated modules: Maps, Assets, Work and Engage. Our powerful software platform empowers users with an intuitive platform to run their operations and create a digital record of their infrastructure and assets. iamGIS is 100% mobile friendly and can be accessed any time, anywhere and from any device.

iamGIS has been designed with a user-centric approach, ensuring an intuitive and easy-to-use interface. Our user-friendly design minimizes the learning curve for your staff, allowing for quick and efficient adoption. Our commitment to intuitive software has been the cornerstone of our success, and it is reflected across the 325 organizations who use the iamGIS platform. Over 47 million assets and over 50,000 work orders have been created in iamGIS leading to streamlined operations and efficiencies throughout our customer base.

Within this proposal, you will receive an overview of iamGIS, our history and team, some insight into our software platform and our pricing structure. We've also included a contract that can be signed to begin onboarding and implementation.

With a proven track record, evolving technology solutions, and dedicated team, we're confident iamGIS is the right software platform for City of McCleary. Thank you for considering iamGIS as your software solution. We are excited about working with City of McCleary and look forward to hearing from you soon.

Derek Buschow

iamGIS Overview



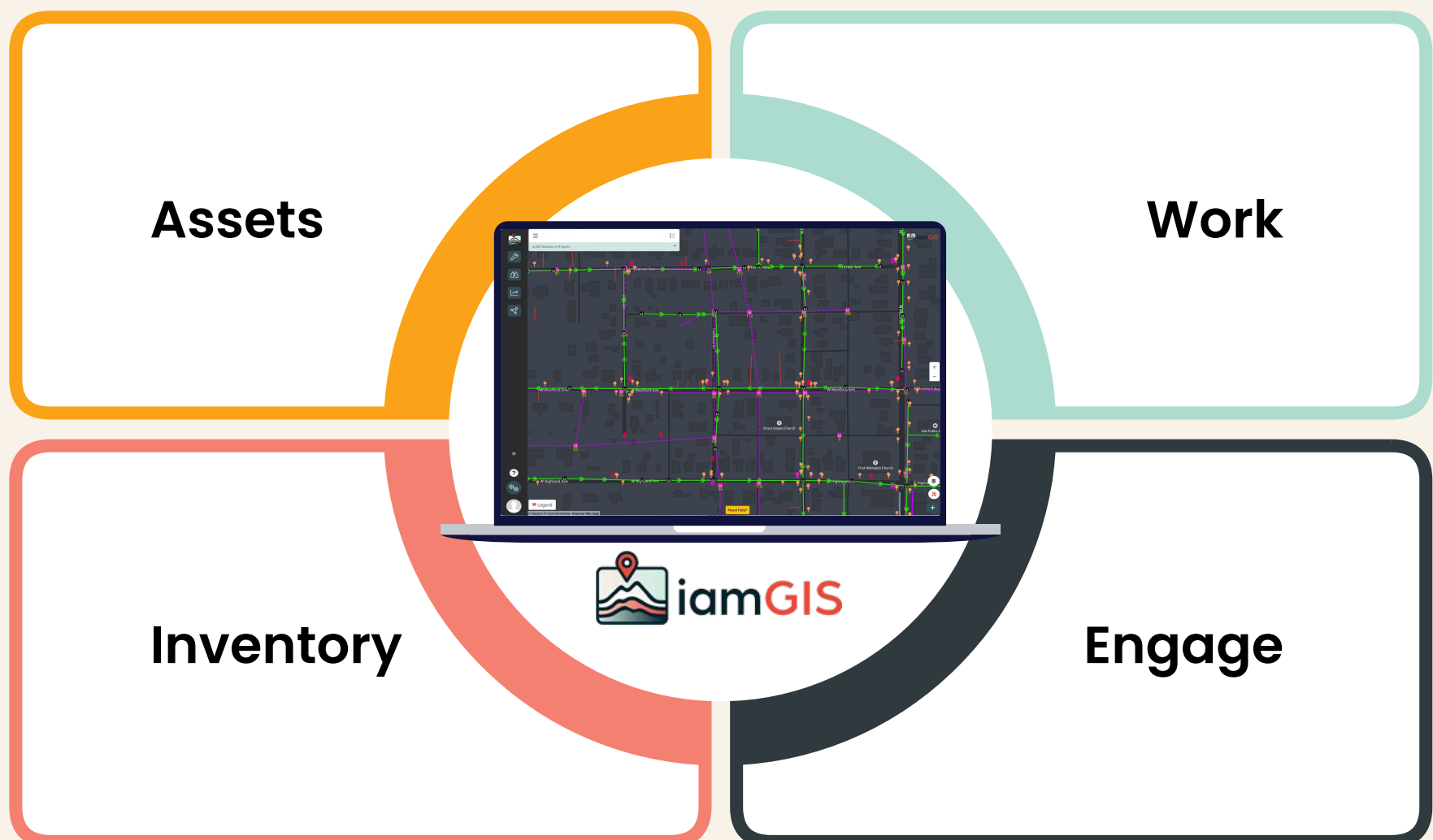
OVERVIEW

iamGIS is an all-in-one software solution built to meet the needs of customers of all sizes.

iamGIS is a web-based software platform for mapping, asset and inventory management, and tracking work happening across teams. iamGIS is made up of several integrated modules built on its underlying mapping technology: **Assets**, **Work**, **Inventory** and **Engage**.

With an intuitive user interface, iamGIS empowers users with an easy-to-use platform to run their operations and create a digital record of their infrastructure and assets. Because iamGIS was **developed for non-technical users**, there isn't a steep learning curve allowing for quick adoption across all staff.

Since our beginning in 2015, we have successfully implemented iamGIS into over **325 customers across 37 states nationwide**. Our customers range from customers with a few hundred in population to other customers leveraging iamGIS to better serving over 125,000 community members.



PRODUCT DIFFERENTIATORS

We work daily to build the best software used by local government for mapping, maintaining assets and managing work. Here is what makes our platform different.

 Intuitive and Configurable

We’ve developed our software to be so intuitive that tasks can be done in seconds. iamGIS is flexible and can be configured based on the customer and their unique needs.

 Community Engagement

Our Engage app bridges the gap between residents and the customer, allowing community members to submit requests that can be converted into work orders and assigned to staff.

 Unlimited Users, Media and Data

Customers can upload unlimited data to assets such as images, videos, documents, and more.

 Two-Way Esri Integration

With our two-way integration with Esri, customers can automatically push/pull layer and asset data between ArcGIS and iamGIS, making the Esri data actionable day-to-day.

 2D & 3D Facilities Management

Customers use iamGIS to manage their facilities and water treatment plants. We’re able to digitize floor plans and blueprints in 2D or 3D scan your facilities to create a powerful digital twin.

 Project Management Toolkit

Project management tools built to help manage day-to-day operations including recurring work orders, preventative maintenance and inspections.

 Multiple Base Map Options

Utilize our out-of-the-box basemaps or leverage our partnership with EagleView for the most up-to-date maps.

47m+
assets
managed

10
years of
experience

13k
GIS layers
built

610k
asset
attachments

WHY CHOOSE IAMGIS



Own Your Data

You own your own data. Easily import and export Shapefiles, CSV files and other data types.



Customer Success Manager

You are assigned a Customer Success Manager to help optimize your data, maps and assets and leverage best practices!



Top-Notch Services Team

iamGIS has an in-house implementation, training, and support team to provide the best customer service and experience possible.



Ongoing GIS Services

We employ several industry experts to assist you with your ongoing GIS needs through our consultative GIS services



Unlimited Training & Support

You have access to unlimited training and support from the iamGIS services team. Reach out at any time and we'll be happy to help assist!



We Will Digitize Your Maps

Our team will migrate and configure your current GIS data, and if you don't have digital maps, our team will digitize your paper or PDF maps into iamGIS.



Streamlined Implementation

In most cases, our team will have you fully implemented and ready to go live with iamGIS within eight (8) weeks.



We're Good People Who Care

We take pride in everything we do. From the software we develop to the customer service we provide, we are a company made up of good people who truly care.



Transparent Pricing

We're open and transparent with our pricing structure, often times being a very cost-effective solution for customers of all sizes.



Built For All Sizes

iamGIS was built for communities and teams of all sizes, regardless of population or number of departments.

95% of our customers renew with iamGIS year-over-year, some of which have been with us from the very beginning.

IMPLEMENTATION AND TRAINING



Step One: Onboarding

The process starts with onboarding. Here, an initial onboarding call is scheduled between City of McCleary and iamGIS staff. City of McCleary will complete a project launch form, user access form and will provide data to iamGIS through a secure file transfer.



Step Two: Implementation

During the implementation phase, iamGIS staff will review the data provided by City of McCleary. iamGIS will begin any digitization and will configure our two-way Esri ArcGIS integration to ensure data flow between map layers and assets are reflected. City of McCleary will review the data and maps and confirm City of McCleary is ready for training.



Step Three: Training

iamGIS has a proven training process that has been implemented in over 300 customers. iamGIS staff will train City of McCleary power users and provide additional training materials to be shared. Once power users are equipped and comfortable with the software, iamGIS will train additional staff and will provide the City of McCleary access to the iamGIS Knowledge Base.

15 min

average customer
success response time

0

phone
trees

8 weeks

average time to go-live
for iamGIS customers

SUPPORT AND CUSTOMER SUCCESS

iamGIS offers unlimited phone and email support. Additionally, all customers are assigned a Customer Success Manager who is their main point of contact throughout their time as a customer. The Customer Success Manager works to answer questions, provide additional training and help our customers optimize their data and maps. Additional support, including product documentation and videos, is available via the iamGIS Knowledge Base.

iamGIS responds to most incoming support requests in real-time and has an average response time of approximately 15 minutes during core business hours (Monday-Friday). Additionally, all support systems are monitored 24/7.

iamGIS supports our customers in a variety of ways:



Phone

Live phone support provided by US-based team of GIS experts.



Email

Ability to submit support requests via email with an average response time of 15 minutes during core business hours.



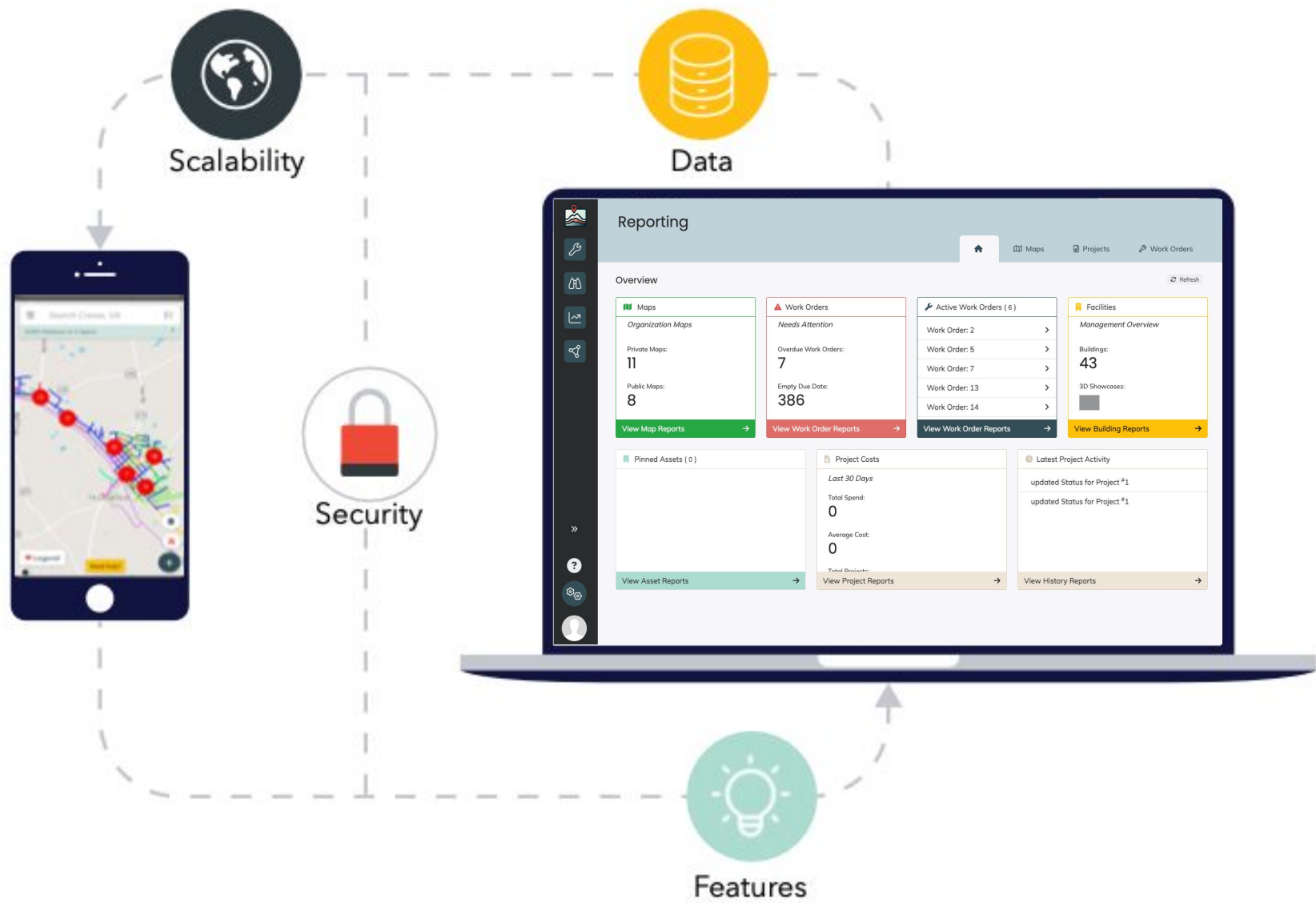
Knowledge Base

Access to all supporting documentation including articles, videos, and new product updates.

Product Updates

At iamGIS, we are constantly developing our software platform and release new features and functionality based on our customers' feedback and recommendations.

NETWORK AND SECURITY



iamGIS is a Software-as-a-Service (SaaS) cloud-based platform that allows users to access applications over the internet and is fully hosted and maintained by iamGIS.

Ensuring our customers' data is safe and secure is a top priority. All data and digital media added to iamGIS is stored and backed-up using geo-redundancy allowing for automatic failover in case of hardware or network failure. All data is encrypted using industry-recommended cryptography standards provided by solutions available in Microsoft Azure and continual monitoring is in place to proactively identify any possible threats or issues.

These practices (and more) make up the foundation of our culture and daily work practices, where we keep security and customer service at the forefront of our minds and efforts.

Pricing & Contract



CUSTOMER AGREEMENT

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Customer	
Customer Name	City of McCleary
Customer State	Washington
Type of Entity	City
Notice Contact Information	Billing Contact: _____ Billing Email: _____
Service Details; Payment Terms	
Effective Date	The date of the last Party's signature
Initial Term	36 months from Effective Date
Software Services	A geographic information system (GIS) software solution hosted by iamGIS and made available as a service over the internet that provides digital inventories of assets and infrastructure and maintenance and support thereof.
Software Services Fee	\$4,000 (annual)
Implementation Fee	\$500 (one-time) WAIVED
Billing Terms	iamGIS will invoice Customer for software and implementation fees outlined above. Upon Effective Date of the Agreement, iamGIS will invoice Customer in full for the first year's annual software services fees, as well as the implementation fee. iamGIS will invoice client on an annual basis thereafter, according to the terms outlined in the Agreement.
Renewal Terms	Initial Term shall renew automatically for successive periods of one (1) year each, unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

Cost of Software can increase up to 5% upon renewal, after Initial Term

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

iamGIS

iamGIS Group, LLC

Customer

City of McCleary, WA

Name

Title

Date

Name

Title

Date

Exhibit A – Pricing (Eagleview)

Deliverables		Term	Cost
Software Package	→ The following iamGIS Modules: ○ Maps – Unlimited maps, data and digital media ○ Assets – Fully configurable asset management tools compatible with Trimble and other bluetooth GPS receivers ○ Work – Project management features for one time work orders and recurring work orders ○ Engage – Citizen requests submitted via phone or website that can be converted to work orders and assigned to staff ○ Inventory – Track and monitor inventory usage across the city → Unlimited user licenses → Built in 2D facilities management → Basic data reporting → Eagleview base map integration	36 months	\$4,000 (per year)
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Total Up-front Investment			\$4,000

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Initial Term	36 months from Effective Date
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Software Services Fee	\$3,500 (annual)
Implementation Fee	\$500 (one-time) WAIVED
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iamGIS

iamGIS Group, LLC

Customer

City of McCleary, WA

Name

Title

Date

Name

Title

Date

Exhibit A – Pricing

Deliverables		Term	Cost
Software Package	→ The following iamGIS Modules: ○ Maps – Unlimited maps, data and digital media ○ Assets – Fully configurable asset management tools compatible with Trimble and other bluetooth GPS receivers ○ Work – Project management features for one time work orders and recurring work orders ○ Engage – Citizen requests submitted via phone or website that can be converted to work orders and assigned to staff ○ Inventory – Track and monitor inventory usage across the city → Unlimited user licenses → Built in 2D facilities management → Basic data reporting	36 months	\$3,500 (per year)
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Total Up-front Investment			\$3,500

HPE DL360/MSA 1600 SUPPORT RENEWAL

Sales Rep:

Right! Systems, Inc.

Carrie Sovde
800-571-1717
carrie.sovde@rightsys.com

Prepared by:

Holly Fox
800-571-1717
hfox@rightsys.com

Sold To:

City of McCleary

100 S 3rd St
McCleary, WA 98557
Dalyn Davis
(360) 470-9650
dalynd@cityofmccleary.com

Bill To:

City of McCleary

100 S 3rd St
McCleary, WA 98557
Dalyn Davis
(360) 470-9650
dalynd@cityofmccleary.com

Ship To:

City of McCleary

100 S 3rd St
McCleary, WA 98557
Dalyn Davis
(360) 470-9650
dalynd@cityofmccleary.com

Quote Information:

Quote #: RSIQ087173

Version: 1
Quote Date: 06/04/2026
Expiration Date: 06/14/2026
Terms: Net 30 days
Ship Via: Electronic

***** DUE TO ONGOING SUPPLY CHAIN CHALLENGES IN THE SEMICONDUCTOR MARKETS WORLDWIDE, RSI AND OUR VENDOR PARTNERS CANNOT GUARANTEE LEAD TIMES OR PRICING UNTIL AN ORDER HAS SHIPPED *****

Products

Line #	Part #	Product Details	Qty	Serial Number	Start Date	End Date	Price	Ext. Price
1	HU4B3AC	HPE Tech Care Basic wDMR SVC	1	ACV312W24N	6/14/2026	6/13/2027	\$743.30	\$743.30
2	HU4B3AC	HPE Tech Care Basic wDMR SVC	2	MXQ3210CM1 MXQ3210CM2	6/14/2026	6/13/2027	\$1,423.43	\$2,846.86

Subtotal: \$3,590.16

Quote Summary

Description	Amount
Products	\$3,590.16

Total: \$3,590.16

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time unless specifically requested. Pricing is subject to change due to market conditions. All returns are subject to authorization and will be subject to a 15% restock fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.

Item 12.

City of McCleary

Signature: _____

Name: _____

Date: _____

SOLUTION BROCHURE



Sophos MDR

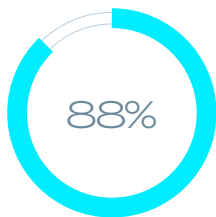
Detection and response that keeps you ahead of adversaries while solving your security challenges

No matter where you are in your security journey, Sophos Managed Detection and Response (MDR) services provide comprehensive MDR options that reduce your risk, simplify your security approach, maximize your technology investments, and fortify your defenses.

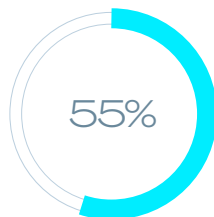
Seeking the answer to today's security problems

You face plenty of challenges staying ahead of the threats targeting your business. The threat landscape continues evolving at a dizzying pace, with new attacker tactics and ransomware types appearing all the time. Organizations constantly try to hire, train, and retain in-house security personnel amidst high turnover and burnout rates. The resources you do have struggle to manage the output from various security tools that produce too much noise, do not integrate together, and leave gaps in coverage.

The numbers don't lie



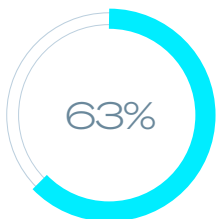
Percentage of ransomware attacks that occur outside normal business hours¹



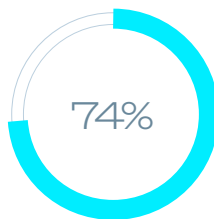
Percentage of ransomware attacks that use legitimate credentials or exploit an unknown vulnerability²



The gap in the global cybersecurity workforce³



Percentage of ransomware victims that lacked people or skills to stop the attack⁴



Percentage of IT/security professionals that experienced cybersecurity fatigue or burnout in the last year⁵

Benefits

- Reduce your risk:** Protection driven by the latest insights into attacker trends and techniques, discoveries from world-class threat researchers, and findings from security testing and threat hunting engagements.
- Consolidate your security approach:** Consolidate outputs from disparate security products into one platform for correlation, assessment, and decision making.
- Maximize your technology investments:** Integrate hundreds of leading security products into one service, from endpoint to cloud, identity to network, backup to email – odds are we integrate with your next product purchase, too.
- Fortify your defenses:** Enable detailed investigation into suspicious activity, rapid response to confirmed threats, and around-the-clock access to security analysts and cross-discipline experts.

Sophos MDR services

No matter your company's size, industry, budget, or security maturity, Sophos has an MDR service that fits your needs today — with additional options as your business needs evolve. Our MDR services are built on the combination of easy-to-use, AI-driven technology with world-class security experts who monitor, prevent, detect, and respond to threats 24/7.

What Sophos MDR delivers



Instant AI-accelerated security operations center (SOC).



Our team of global cybersecurity experts monitors your environment for threats 24/7.



Industry-leading threat researchers constantly discover new threat groups and attack techniques.



Proactive threat hunting to find stealthy threats that allude detection by security tools.



Full-scale incident response to fully eliminate adversaries. No caps or extra fees.



Constant updates to threat detection rules and technology integrations ensure you stay protected.



Defer high log storage costs with options for data retention.



Choose from a range of service tiers and threat response modes to meet your needs.



Rapid access to cross-discipline cybersecurity expertise.

Service features

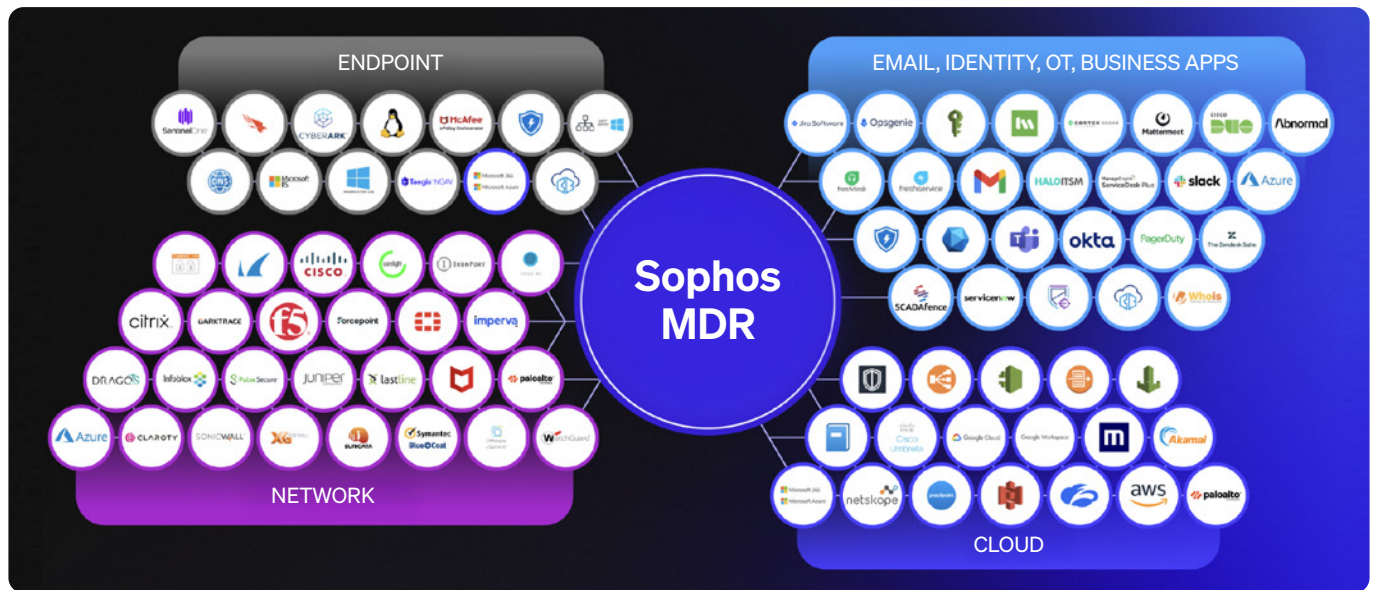
- 24/7 threat monitoring, detection, investigation, and response.
- Vast integrations at no extra cost across endpoint, network, cloud, identity, email, OT, and more.
- Rapid access to cross-discipline security experts.
- Expert-led threat hunting.
- Root cause analysis.
- Breach protection warranty.

Reduce your risk exposure

Attack surfaces are expanding and you are challenged with securing a broadening technology landscape. Sophos MDR harnesses the power of automation and an AI-native platform – combined with deep threat intelligence, research, and insights from threat hunting and security testing engagements – to weed out real threats from the mountains of noise your environment generates. This allows us to rapidly prioritize the most serious threats to your business.

Protect your technology investments

Safeguard your cybersecurity product investments and avoid rip-and-replace with Sophos MDR. With 350+ technology integrations, we can ingest telemetry from leading third-party products to accelerate threat detection and response, and give you more flexibility if your product footprint changes in the future.



The above is a representative sample of our 350+ technology integrations.

Surround yourself with security experts

Finding skilled security resources is difficult. Keeping them is an even bigger challenge. Sophos MDR alleviates this burden by surrounding you with vast cross-discipline security expertise at every part of your cybersecurity journey:



Security Analysts: Serving as your first line of defense: highly skilled, experienced analysts delivering 24/7 threat monitoring, investigation, and incident response.



Threat Researchers: Proactively researching threat actors, adversary activity, and emerging tactics, techniques, and procedures.



Threat Hunters: Performing lead-based and hypothesis-driven hunting of threat actor activity to discover hidden threats.



Incident Responders: Driving threat mitigation activities, containment, and remediation of complex cyber incidents to fully eliminate adversaries and understand root causes.



Detection Engineers: Continuously developing and deploying new detections informed by threat research, incident response, threat hunting, and security testing activities.



Security Automation Engineers: Optimizing and scaling operations to reduce noise and accelerate response to real threats.



Customer Success: Serving as your advocate and first point of contact to manage your Sophos experience.

To learn more, visit
sophos.com/mdr

1 – Sophos, Active Adversary Report, April 2025

2 – Sophos, The State of Ransomware 2025

3 – ISC2, 2024 Cybersecurity Workforce Study

4 – Sophos, The State of Ransomware 2025

5 – The Human Cost of Vigilance: Addressing Cybersecurity Burnout in 2025

United Kingdom and Worldwide Sales
Tel: +44 (0)8447 671131
Email: sales@sophos.com

North American Sales
Toll Free: 1-866-866-2802
Email: nasales@sophos.com

Australia and New Zealand Sales
Tel: +61 2 9409 9100
Email: sales@sophos.com.au

Asia Sales
Tel: +65 62244168
Email: salesasia@sophos.com

DAIKIN MAINTENANCE AGREEMENT QUOTE



McCleary WWTP - Daikin AGZ Chiller Maintenance

McCleary Wastewater Treatment Plant
700 West Maple Street
McCleary, WA, US 98557

Quote #: Q-120825

Prepared for:

Kevin Trewhella
Utilities Manager
McCleary Wastewater Treatment Plant
Quote Document Date: 07/27/26

Prepared by:

Patricia Cho
Account Representative
Phone: (253)584-0190 Mobile: (206)514-8616
E-mail: patricia.cho@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available.

Perform preventative maintenance per the scope and tasking listed in the following pages.

Program Overview

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on August 01, 2026 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each year beginning on August 01, 2026 (the Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$5,820.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions, unless the parties have in place a current, fully executed Master Agreement, in which case this Agreement is subject to the provisions of such Master Agreement.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included
- Chemical (acid) cleaning of coils, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded

Equipment Schedule & Coverage

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

Program	Manufacturer & Model	Serial	Annual	Operational	Coil Cleaning
Inspection	Daikin AGZ006F	SL2U250600585	1	1	1

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$5,820.00 (Five Thousand, Eight Hundred Twenty dollars and Zero cents) **for the first year of the agreement.**

**Price does not include applicable sales tax*

Multi-year per annum amounts are represented in the table by term year below:

Year	Investment
Year 1	\$ 5,820.00
Year 2	\$ 6,010.00
Year 3	\$ 6,200.00

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Daikin Applied will provide services pursuant to this Maintenance Agreement for the sum of \$5,820.00 for the first year's term of this agreement.

Billing/Payment Terms*

*All billings are Milestone Billing

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Kevin Trehwella
McCleary Wastewater Treatment Plant
700 West Maple Street
McCleary, WA 98557

Daikin Applied Americas Inc.
13600 Industrial Park Blvd
Minneapolis, MN 55441

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.

Inspection Program Responsibilities

1. **Daikin Applied agrees to:**

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. **Customer agrees to:**

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. **It is understood that,** except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Model/Manufacturing/ Serial Numbers	Equipment Type	Service Task
Daikin AGZ006F SL2U250600585	Air Cooled Scroll Chiller	The Annual Inspection • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Tighten all starter, motor, and control connections. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Meg compressor motor and record readings. • Check operation of crankcase heater. * • Check evaporator shell heaters and controls for freeze protection. * • Check condition, operation, and proper liquid/air levels in expansion tank. * • Inspect condition of motor and fan wheel. • Check motor and fan bearings, screws, and motor mounts. • Visually inspect coils for damage, obstructions, and cleanliness. • Visually inspect unit piping and accessories for any signs of oil or refrigerant leakage. • Check relief valve(s) for leakage. • Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge and oil level. * • Test differential oil pressure switch for proper setting. * • Check operation of compressor(s). • Inspect water piping and valves for leakage; check condition of unit and pipe insulation. • Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage. • Check operating and safety controls. • Review all microprocessor, thermostats, and/or diagnostic control codes. * • Check flow switch devices and external pump interlocks for proper operation. • Check condition of thermometers, and gauges. Compare with operating controls. • Check evaporator and condenser flow rates, temperatures, interlocks, and safeties. * • Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * • Review services performed and report any uncorrected deficiencies to facility maintenance manager.
Daikin AGZ006F SL2U250600585	Air Cooled Scroll Chiller	The Operational Inspection • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Inspect condition of motor and fan wheel. • Check operation of lubrication system and crankcase heater. • Visually inspect unit piping and accessories for any signs of oil or refrigerant leakage. • Visually inspect coils for damage, obstructions, and cleanliness.

		• Check evaporator and condenser flow rates. * • Check operating and safety controls. • Review all microprocessor diagnostic codes. * • Check condition of thermometers, and gauges. Compare with operating controls. • Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * Coils Service • Remove panels to access coils. • Clean coils as needed.
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DAIKIN APPLIED AMERICAS INC.

TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products 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 shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.



May 22, 2026

Quote Number: 9408

To: City of McCleary

Project: Well No. 3 Remote-IO Upgrade

Corporate Office
2303 196th Street SW
Lynnwood, WA 98036
Tel 425.775.5696
TSIcontrols.com

Technical Systems, Inc. (TSI) is pleased to provide a quote for upgrading Well No. 3 Remote-IO system.

Bid Items

Bid Item #	Bid Item Description	Price
1	Well No. 3 Controls Upgrade This work includes replacing the existing wireless-IO system with a new Remote-IO system connected by fiber optic cable to the existing Well No. 2 PLC including: - Supply RIO hardware and associated equipment: - Schnieder Electric – Modicon Edge I/O system - Network interface module (Ethernet) - Power supply and base module - Discrete input module, 16-pt, 24VDC - Discrete output module, 8-pt, 24VDC - Analog input module, 4-pt - Wiring, terminals, labels, etc. as required for Well No. 3 control panel wiring modifications. - Updated wiring diagrams and layout drawings for control panel modifications. - Programming modifications to existing PLC. - Onsite installation, configuration, and testing of the RIO hardware.	\$10,608.00
	8.9% TAX:	\$944.11
		Total Bid: \$11,552.11

Notes:

- Quote valid for 90 days from bid date.
- Bonding can be provided at an additional cost.
- Fiber optic cable, patch panels, and fiber/copper converters are currently installed in the control panels and ready to connect to new RIO system.

Please feel free to contact me to discuss any questions or comments you may have regarding this quotation.

Sincerely,

Steve DeHaan, P.E.
(425) 678-4142
steved@tsicontrols.com



Leaders in Integrated Water Solutions Since 1970