



McCleary Regular City Council Meeting

Wednesday, October 26, 2022 – 6:30 PM

McCleary City Hall Council Chambers

Agenda

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

Public Comment - Agenda Items Only

Consent Agenda

1. Accounts Payable October 1-14 Check Numbers 51173-51238 totaling \$116,538.87
- [2.](#) Minutes - October 12, 2022
- [3.](#) Minutes - March 23, 2022
- [4.](#) Minutes - April 13, 2022
- [5.](#) Minutes - April 27, 2022

Updates

New Business

- [6.](#) Lease Renewal-US Cellular
7. November & December Meeting Schedule Discussion

Old Business

8. Planning Commission Confirmation

Ordinances and Resolutions

Updates

Public Comment - City Business Only

Executive Session

9. To Discuss Investigation Results per RCW 42.30.110(1)(f)

Closed Session

10. To Discuss Union Negotiations per RCW 42.30.140(4)(a)

Adjourn

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McCleary Regular City Council Meeting

Wednesday, October 12, 2022 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:32pm

Councilmembers Amsbury, Ross Dahl & Iversen were present at the meeting. Councilmember Iversen made a motion to excuse Councilmember Huff. Councilmember Amsbury seconded.

Agenda Modifications/Acceptance

Motion made by Councilmember Amsbury, Seconded by Councilmember Iversen.

Voting Yea: Councilmember Amsbury, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Special Presentations

None

Public Comment - Agenda Items Only

No Public Comment.

Consent Agenda

With the correction to be made to the minutes for a name misspelled & a duplicate sentence.

Motion made by Councilmember Dahl, Seconded by Councilmember Amsbury.

Voting Yea: Councilmember Amsbury, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

1. Accounts Payable September 16-30 - Check Numbers 51119-51158 totaling \$44,038.92
2. September 28, 2022 Meeting Minutes

Updates

3. Staff Reports - Water & Wastewater, Public Works, Public Works Director, Light & Power, Police

Councilmember Dahl asked if this was the last week we are patching/paving?

They are doing it week to week as weather permits, but our budget will be exhausted soon for patchwork.

Councilmember Dahl asked if we had a go live date for the website yet? Public Works Director Chad stated we are still finishing up training, but he could send out a test site to the Councilmembers for them to look at.

Councilmember Dahl wants to get a breakdown on the Police activity log of how many of the calls are being done at home.

New Business

4. East GH Fire Rescue EMS Availability Agreement Cost Study

Mayor Miller stated they had a meeting with Chief Albright with Fire District 5 and we have a couple different options for EMS Availability. Miller will meet with McCleary Fire Chief Nott and Assistant Chief Banks next week to discuss which option will be best for us.

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5. LIHWAP Addendum Extension

Motion made by Councilmember Iversen, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Amsbury, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

6. David Evans & Associates - Grant Writing & Funding Strategies

This was the only application we got for the Grant Writing. Chad has talked with them already, he has worked with this company in the past, just not with the grant portion of them.

Councilmember Ross asked if there was a retainer or is it more of an On-Call Agreement?

Chad stated there is not. We would pay if we used them, and we would get the cost up front.

Councilmember Amsbury asked if we could be reimbursed for the costs if we received the grant? Chad stated, in his experience, typically no.

Motion made by Councilmember Amsbury, Seconded by Councilmember Ross.

Voting Yea: Councilmember Amsbury, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

7. Planning Commission Confirmation for Gary Atkins

Councilmember Dahl asked if Mr. Atkins could turn in a resume because all we got was the supplemental questions. We would just like to keep everything consistent for everyone. When we receive this, we will add it on the agenda for the next meeting.

Old Business

None

Ordinances and Resolutions

Updates

Councilmember Amsbury asked when we were going to do our next budget workshop?

Miller stated we are still working out dates.

Miller wanted to let Council know that Mr. Brogan asked if the City would be interested in purchasing the Port Blakely property.

Councilmember Ross asked what we would do with the property and where the money would come from, would we have to borrow money?

Mayor Miller said we could use it to put in a well.

Gary Atkins spoke in regards to protecting out aquifer.

Councilmember Iversen wanted to announce for Councilmember Huff, that the Fill the Cruiser event will be on October 28th from 4-6pm at the McCleary City Hall Parking Lot.

Public Comment - City Business Only

Gary Atkins shared that he went to the school today and had a good meeting with them. He met with some of the staff and was very impressed. They discussed the levy and what the funding would go towards.

Councilmember Amsbury wanted to share that the school is having their Fall Festival on October 22nd.

Mayor Miller shared that the Police Department pushed out a homeless camp, with 1 arrest at the end of September.

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Adjourn

Meeting Adjourned at 7:12pm

Motion made by Councilmember Ross, Seconded by Councilmember Amsbury.

Voting Yea: Councilmember Amsbury, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

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McCleary Regular City Council Meeting

Wednesday, March 23, 2022 – 6:30 PM
Community Center and Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:33pm

Agenda Modifications/Acceptance

Todd Baun added the Rate Study under New Business and Councilmember Amsbury asked for a discussion on Public Comment.

Motion made by Councilmember Amsbury, Seconded by Councilmember Ross.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Public Hearing - Aquifer Zoning Moratorium

Mayor Miller stated we passed a temporary Ordinance back in January, so by law we had to do the 60-day Public Hearing portion to give the public a chance to talk about it. This is going to be a long process, this is just the initial portion of this.

Teri Franklin- She thinks we should let the moratorium stand until the County and the City implement the Interlocal agreement from 2008. She spoke in regards to monitoring wells and what the City was supposed to do. We should have 14 years of date by now to make informed decisions. She would like to commend Mayor Miller on getting this moratorium in place.

Dave Pearsall- No comment.

Bob Pringle commented on the salmon in Wildcat Creek.

Public Hearing Closed.

Public Comment - "Agenda Items Only"

A resident asked where the verbiage on 'H' came from on the Ordinance for the Salary Commission.

Lori- asked a question about the alley being used for a new house construction on Fir. Why are they not using the whole alley and only using the section in front of my duplex's? She would like the alley to be put to non-usage, like it was before. Todd Baun stated they would look into that.

Teri Franklin- Is wondering how the house on Fir got built on that piece of property based on the soil samples that she took. Councilmember Ross stated that there are ways around this.

Bob Pringle- I'm curious how long you guys are going to pick and choose what the public can talk to the City Council about. Mayor Miller stated that is one of our topics tonight that we're going to try and figure out. We don't have to offer Public Comment, we're trying to find this happy medium to make this work.

Gary Atkins- recording inaudible. People come to these meeting to get their voices heard. If you limit Public Comment to 'Agenda Items Only' the public isn't heard. People should be able to talk for 3-5 minutes with no interruptions from others. He is asking that the Council answer the questions that the public speaks about during Public Comment. He wants to be heard, to be taken seriously, and to get answers. We wouldn't be in a lawsuit right now if people would have taken things seriously. Now as a taxpayer, that's going to cost me money.

Name not audible- Would like to make a comment on Public Comment. I have found Public Comment to be very disruptive over the last year and would like to look forward to on-topic comments and written public comments for off-topic comments.

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Shelly- Is there a place during Public Comment if there is an event coming up, because we don't have a reader board, is there a way to let people know, since we don't have a way to do that. Is there an appropriate time for this? Mayor Miller said she could Email these in advance and we could announce them.

Bob Pringle- You talk about Public Comments being an hour, that depends on how many people are here. If you keep not letting people talk about what they want to talk about, you're going to get fewer and fewer people here, and nothing is getting done. 3 minutes, no interruptions.

Teri- I'm not sure what your talking about with your Public Comment, are you talking about doing something different than having a Public Comment and the beginning and at the end of the meeting? Mayor Miller stated that's what we're trying to figure out. She's been attending these meetings for years and can't imagine that you'd try to limit people from coming and talking as a Public Comment. It's disappointing that is how our government operates.

Mayor Miller stated there are different ways of giving Public Comment, you can still submit written public comment, it would be included in the packet and everyone would be able to read it and it would give us time to research it and get answers to you. We do not have to have this platform here. And this is what we are trying to figure out.

Angela Rittinger- I've been attending the Council Meeting for 2 years and never has Public Comment been an issue, other than things getting a little out of control, but we do need to have our voice, and it seems to me that Brycen Huff, the Dahl's and Joy were fine when the attacks were on the Mayor, but when the questions started on them and their involvement of the mutiny of the Mayor, that's when they wanted to shut down the Public Comments. Also, I really hope you take Teri Frankin up on her offer to help us, she is very knowledgable on our water issues.

Public Comment Closed.

Consent Agenda

2. Accounts Payable March 1-15 Check #'s 50338-50441 totaling \$258,305.37 including EFT's
Motion made by Councilmember Iversen, Seconded by Councilmember Huff.
Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Updates – none

New Business

Todd Baun stated we got one proposal back from FCS for the Rate Study. He would like to move forward on a Rate Study with FCS on a Contract with them to bring back to Council.

Motion made by Councilmember Amsbury. Inaudible recording on Second.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Old Business

3. Public Comment Discussion

Councilmember Amsbury wanted to bring this up again and suggests we keep the first Public Comment to Agenda Items Only, and the second one for Public Comments but keep it to 3 minutes, keep a timer on the screen and let people know when their time is up.

Councilmember Iversen stated she has tried over the years to get people responses, but it does help if an Email is sent, because it's hard in the meetings to keep track of all the questions.

Bob Pringle said to Mayor Miller that some people don't like to Email, he doesn't.

Councilmember Iversen would like to see something that address how people are going to get answers.

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Councilmember Amsbury was wondering if on the new website if we could have a Public Comment tracking sheet, where they could type in their questions, and the answer would be posted there as well, so everyone could see. Mayor Miller just wants the questions in writing, regardless of how we get them.

Councilmember Ross wanted to remind everyone why we're having this discussion. First, Public Comment has become a huge distraction, community members have turned it into a time to attack on one another. The second is the purpose for these meetings is for the City Council to conduct official business. He agrees the public needs to be heard and wants there to be a public comment for agenda items, but the general public comment because it has become such a distraction, I think something needs to be done and is open to ideas. He likes all the ideas he's heard so far.

Inaudible recording.

Gary Atkins stated we have allowed the public to be a distraction, more since Zoom started. I'm tired of being interrupted during my public comment. You want us to write down our questions to get us answers, you want us to do all this work, no, that's not how it works. Angela Rittinger stated its upsetting to hear some of these councilmembers speak of the disruption when some of them are the ones that supported some of this nonsense that we've been seeing, Bufford calling in. It's a shame that the rest of us that are bringing up legitimate issues are being silenced because of people like Bufford and people on Zoom.

Name not stated, suggested a voicemail inbox for Public Comment.

Councilmember Huff likes the idea of hand-written public comment, then there is no misunderstanding and we can research and get back to them. The idea of restructuring public comment isn't saying, we don't care what you think, it's to try to get control back of the meetings. We want to hear what you think, it's not trying to silence anybody.

John Allardin stated he thinks they are doing a good job and agrees, there is too much bickering, childish, and needs to get back to professionalism.

Councilmember Amsbury suggests, if they don't have a City related comment, then move to the next person.

Councilmember Iversen stated it's not a dialog back and forth, it is a tell us your concerns and we can get the answers back to you.

Councilmember Ross said we don't need to over-complicate it, we just need a simple common sense solution.

Council agreed on an Agenda Items Only Public Comment at the beginning, City Business Only Public Comment at the end, and questions are put in writing.

Bob Pringle stated he knows these meetings are audio recorded, can someone come in and video record? Mayor Miller said it was legal.

Ordinances and Resolutions

4. Ordinance 870 – Salary Commission

Councilmember Ross stated a concern is he's worried about the Commission doing some extreme action. Mayor Miller stated when he talked to other Mayors, he believes our Council is the lowest paid in the County. If you choose to go this route, we can always modify it later. I think the best solution is to have a 3rd party entity look at this and be objective, but you would have to accept their decision, weather its up, down or staying the same. There was Council discussion on different ideas.

Councilmember Amsbury suggested having set guidelines for them to follow.

Name not stated asked if there was a discount or rebate for people who have heat pumps. Todd Baun stated to talk to Josh Cooper, he handles the conservation rebates.

Councilmember Dahl stated if there are increases in the middle of the budget year, she would like to see them go into effect the next year to be budgeted in. Councilmember Amsbury agreed.

Motion made by Councilmember Amsbury, Seconded by Councilmember Iversen with modifications to add the date of January 1 and removing section H.

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

Item 3.

Voting Nay: Councilmember Dahl

Updates

Councilmember Huff stated he talked with the Fire Department, and they do have an open-door policy and anyone can come down and ask questions.

Councilmember Dahl attended the school board meeting, met the board and superintendent, and they encourage public involvement as well.

Todd Baun wanted to introduce our new Clerk-Treasurer, Ann Marie.

Mayor Miller stated Lindsay is working on completing previous Minutes and will get them caught up. We hired Matt Rabe at the Police Department and we are finishing up the paperwork with him and getting his equipment. We are losing Brent McCullough, who has put in his 2-week notice. We interviewed for Police Chief and are starting on the background checks for them. At some point, Mayor Miller would like to bring back a Sergeant position, and also a School Resource Officer, part time.

Miller also said after we passed the Fireworks Ordinance, people were asking him about banning bottle rockets and wants to have a discussion on this at a later meeting.

Adjourn

Meeting adjourned at 8:05pm

Motion made by Inaudible, Seconded by Councilmember Ross.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

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McCleary Regular City Council Meeting

Wednesday, April 13, 2022 – 6:30 PM
McCleary VFW Hall & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Meeting called to order

Motion made by Councilmember Iversen, Seconded by Councilmember Dahl to excuse Councilmember Amsbury.

Agenda Modifications/Acceptance

Motion made by Councilmember Iversen, Seconded by Councilmember Ross.

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

Public Hearing

1. McCleary Parks and Recreation Plan

Public Hearing Opened and closed with no public comment.

Public Comment - " Agenda Items Only"

No Public Comment

Consent Agenda

Motion made by Councilmember Huff, Seconded by Councilmember Dahl.

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

2. Accounts Payable March 16-31 - Ck Numbers 50444-50488 including EFT's totaling \$55,395.60
3. Minutes January 26, 2022
4. Minutes February 16, 2022
5. Minutes March 9, 2022

Updates

6. Staff Reports

New Business

7. Comprehensive Plan Update

Council is supposed to score the two plans. Mayor Miller stated SCJ Alliance came out ahead, they covered more of the categories, but it could go either way. Todd Baun gave his recommendation, inaudible. Councilmember Iversen liked the formatting of SCJ, but both seem good. Councilmember Dahl and Huff both agree, either plan is fine.

Motion made by Councilmember Dahl, Seconded by Councilmember Iversen to approve SCJ Alliance.

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

8. Wildcat Creek Aquifer Sustainability Plan Update

Mayor Miller stated we only had one bid on this which he read through and was impressed with the detail.

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Motion made by Councilmember Iversen, Seconded by Councilmember Huff to go with EA.

Voting Yea: Councilmember Huff, Councilmember Dahl, Councilmember Iversen

Voting Abstaining: Councilmember Ross because he hasn't seen it yet.

9. Light and Power Standards Update

Todd Baun spoke on this, inaudible.

10. Asset Management System update

Todd Baun stated in 2022 we budgeted for an Asset Management System. We received two proposals back. Inaudible.

Motion made by Councilmember Iversen, Seconded by Councilmember Dahl.

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

11. Kelley Connect Police Copier Contract

Mayor Miller stated Kelly is in the main office, Ricoh is in the Police Department. We will save \$3 a month with Kelly and we will get more benefit out of it.

Motion made by Councilmember Ross, Seconded by Councilmember Huff.

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

12. ILA with Aberdeen Police Department (Firing Range)

Mayor Miller stated he talked with Aberdeen's Deputy Chief and with this agreement we will be able to use their firing range for our officers to do their qualifications and they have instructors that can help them get qualified, with an additional charge.

Motion made by Councilmember Dahl, Seconded by Councilmember Huff.

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

13. Agreement for Public Safety Testing

Mayor Miller stated they cover Police and Fire. They take care of written and physical fitness testing. They can do backgrounds but it is an additional charge. It's \$600 for the year and we pay quarterly, we can cancel any time.

Motion made by Councilmember Dahl, Seconded by Councilmember Ross.

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

14. Assistance in Covering Museum Utilities

Councilmember Iversen gave an update on the back history. The City needs a visitor center and the museum offered to have a visitor center in the museum and based on that, the City would help cover the cost of the utilities. Chris Coker stated the issue with this is gifting of public funds, it needs to serve a governmental purpose. It's a pretty gray area. We might want to check with the State Auditor.

Old Business

15. FCS Rate Study Contract

Motion made by Councilmember Iversen, Seconded by Councilmember Dahl for Option 1.

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

Ordinances and Resolutions

16. Surplus Vehicles Resolution

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Motion made by Councilmember Iversen, Seconded by Councilmember Huff.

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

17. Food Truck Ordinance

Mayor Miller stated this went out late, so if you have any questions you can ask them tonight, but we won't vote on this tonight.

Updates

Councilmember Ross spoke with someone from Chehalis Basin and they would like a representative from McCleary on their partnership. He cannot do it due to a conflict of interest at his job. Councilmember Dahl volunteered for this.

Mayor Miller stated the City Clean up will be on the 16th, for parts of the town. The 23rd is the City-Wide Clean Up. We're working on getting the new Police Vehicle. It should be around \$43,000 and we have \$50,00 budgeted, so we are going to coordinate to get this done. He got another application for the Chief position, and spoke with two more people that were interested, so he wants to be patient to get the right person. He spoke in regards to the body cameras and said we have them, but we still need a policy on them. We have completed the Police Clerk interviews and will start with reference checks next.

Public Comment - " City Related Business Only"

Linda Thompson thanked the City for supplying the Food Bank with their location and their support.

Inaudible - someone talked in regards to the Fire Department. Councilmember Dahl talked with the Fire Department about the challenges of staffing a volunteer program.

Mayor Miller stated in regards to the Parks & Rec Plan, there were two surveys done and the second was a clarifying update. We need the plan in order to get land acquisition grants, which there are three available and they are due May 3rd. We will have a Resolution at the next meeting which will help us apply for those grants.

Executive Session

18. Discuss Potential Continued Litigation - RCW 42.30.110(1)(i)

Council will be in Executive Session for no longer than 15 minutes.

Adjourn

Motion made by Councilmember Iversen, Seconded by Councilmember Huff.

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

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McCleary Regular City Council Meeting

Wednesday, April 27, 2022 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Meeting Called to order at 6:33pm

Agenda Modifications/Acceptance

Mayor Miller asked to add five items to the agenda: EA Contract for the Aquifer Study, Settlement Agreement that Mr. Coker will be talking about, Purchase of Equipment for the new police car, ACTIVOV Work Order Software Contract and Ecology Grant for Stormwater Management Plan.

Councilmember Amsbury requested that the items be Emailed to them to review.

Motion made by Councilmember Iversen, Seconded by Councilmember Huff.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Special Presentations

1. Josh Martin From Summit Pacific Medical Center

Josh is working to build a healthier future for our community. They are looking to recruit and retain staff, and what they need for that is access to housing, childcare, good schools and a community with pride.

Over the last few years they did a statistical analysis to look at predicted growth to figure out the predicted needs in our community.

Public Hearing

2. McCleary Parks and Recreation Plan

Public Hearing opened and closed with no public comment.

Public Comment - "Agenda Items Only"

No Public Comment

Consent Agenda

Motion made by Councilmember Amsbury, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

3. Accounts Payable April 1-15 Ck Numbers 50500-50550 totaling \$207,051.87 including EFT's

4. Minutes - February 23, 2022

Updates

None

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New Business

5. Summer Council Meeting Schedule

Mayor Miller stated in the summer months we usually go to one meeting a month, we either start in May or June, that is up to you guys to decide. Councilmember Iversen stated whatever month we decide to start, she'd like to go back to two meeting a month in September. Councilmembers Ross and Huff are good with starting in May

Motion made by Councilmember Iversen, Seconded by Councilmember Huff.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

6. Planning Commission Appointments

Mayor Miller sent the Council the three applicants to look at, he's good with all three. They will vote on all three individually.

Shelly Rabe - Motion made by Councilmember Amsbury, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Andrea Watts - Motion made by Councilmember Iversen, Seconded by Councilmember Ross.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Suzannah Winstedt

Motion made by Councilmember Ross, Seconded by Councilmember Iversen.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Ecology Grant for Stormwater Management Plan-

Todd Baun stated we received a grant for Shoreline Management Plan for \$11,200.

Motion made by Councilmember Dahl, Seconded by Councilmember Huff.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Old Business

7. EA Contract for the Aquifer Study

Todd Baun stated this came in yesterday. EA was the only one that applied for this.

Motion made by Councilmember Iversen, Seconded by Councilmember Ross.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

AKTIVOV contract for Asset Management System

Todd Baun stated we went over this at the last Council Meeting. The contract is the same as the proposal that they gave us. This will be used for all the departments.

Motion made by Councilmember Dahl, Seconded by Councilmember Ross.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

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Litigation Lawsuit

Chris Coker represented the City at the hearing for the Rittinger vs City of McCleary Lawsuit. She was awarded a little over \$7000. We also have to pay attorney fees. The total amount Mr. Coker is seeking Council approval and the Mayor to sign off on is \$24,530.00. Mr. Coker recommends the Council authorize the Mayor to sign. Councilmember Dahl asked where the money comes from? Mr. Coker stated the General Fund.

Motion made by Councilmember Dahl, Seconded by Councilmember Iversen.

Voting Yea: Councilmember Amsbury, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Voting Nay: Councilmember Huff

Equipment Purchase for Police Car

Mayor Miller stated the cost for everything is \$14,700. We have been saving money with the vacancies, so we could take it out of the General Fund, but we could also take the money out of the Managerial Equipment Fund for the Police Department as well. Council discussed which option was best.

Motion made by Councilmember Iversen, Seconded by Councilmember Dahl to take the money out of the Managerial Fund.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Ordinances and Resolutions

8. McCleary Parks and Recreation Plan Resolution 747

Motion made by Councilmember Huff, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

9. RCO Resolution

Mayor Miller is asking for Council to allow us to move forward on getting the grants. There are 2 grants we want to apply for. Mayor Miller and Todd Baun explained the steps involved. The grants require a 10% match. Mayor Miller is asking that Council authorize two resolutions to apply for the grants. Councilmember Ross explained his concerns with purchasing the property with it being in the creek buffer zone.

The first one is for the WWRP Grant for the Simpson Property.

Motion made by Councilmember Amsbury, Seconded by Councilmember Dahl.

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

Voting Nay: Councilmember Ross

The second one is for the Community Forest Property.

Motion made by Councilmember Amsbury, Seconded by Councilmember Ross.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

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.

10. Resolution For LGIP

This is for changing the contact stating who can make transfers.

Motion made by Councilmember Iversen, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

11. Food Truck Ordinance 871

Councilmember Amsbury mentioned that our park restrooms do not have hot water so they would not be certified for them to use without hot water. Todd Baun said it is an easy fix as they were originally set up to have hot water. Rollcall vote.

Motion made by Councilmember Iversen, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Public Comment - "City Related Business Only"

Angela Rittinger - In regards to Chris Coker's comments on the lawsuit. Inaudible. She shared parts of Chief Blumer's deposition. If anyone wants to read the whole thing, they are able to do that. It was stated the file size was an issue with saving the footage, which they didn't think was true. And the audit trail shows Chief Blumer accessed the cameras multiple times. The reason for the lawsuit was the City not being responsible.

Updates

Councilmember Huff asked when we would be receiving the second installment of the Covid money. Mayor Miller stated probably in May we will receive it. Councilmember Huff asked now that we have our MOU in place with the Police Department, how that was going? Mayor Miller stated that Elma pulled out.

Councilmember Iversen how the process was going for a new Chief? Mayor Miller stated we have more interviews that will be set up next week.

Councilmember Amsbury would like to set up a time during a summer meeting to discuss some of the ARP Funds.

Adjourn

Meeting adjourned at 8:15pm

Motion made by Councilmember Iversen, Seconded by Councilmember Huff.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Please turn off Cell Phones- Thank you

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Prepared by and return to:
 USCOC of Washington-4, Inc.
 Attention: Real Estate Legal
 8410 W. Bryn Mawr Ave.
 Chicago, IL 60631

Site Name: McCleary
 Site Number: 378314
 County: Grays Harbor
 State: WA

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between City of McCleary, a municipal corporation, whose address is 100 S. Third St., McCleary, WA 98557, hereinafter referred to as "Landlord", and USCOC of Washington-4, Inc., a Delaware corporation, whose address is Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, the Landlord and Tenant are parties to a lease that will expire on September 30, 2023 in which Landlord granted Tenant certain rights to lease a portion of the Landlord's property and a Memorandum of Ground Lease was recorded on December 3, 2003 recording No: 2003-12030030 in the Grays Harbor County Clerk's Office; and,

WHEREAS, by the terms of a certain Ground Lease, entered into on the ____ of _____, 2022, ("the Lease"), the Landlord granted Tenant the right to extend its right to lease said property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Grays Harbor County, State of Washington.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby grant Tenant the right to lease the Premises and obtain certain easements

upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. The Lease will commence on October 1, 2024 and will run for an initial lease term of five (5) years. The Lease provides for renewal terms that may extend the term of the lease for up to twenty (20) successive five (5) year renewal terms upon the terms and conditions more particularly as set forth in the Lease.
2. Landlord also makes certain grants of easement for access and utilities, as more particularly described on the attached Exhibit A, which easements are in effect throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.
3. Tenant (or its assignee or designee) shall have a right of first refusal to purchase one or more of the following interests, (a) fee ownership of all or any part of the Premises; (b) any easement rights in or over all or any part of the Premises; or (c) all or any part of Landlord's interest in or rights under the Lease (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept in accordance with the terms and conditions more particularly set forth in the Lease.
4. This Memorandum of Lease is subject to all the terms and provisions of the Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Memorandum of Lease and Lease will be resolved in favor of the Lease.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

LANDLORD: City of McCleary

TENANT: USCOC of Washington-4, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

STATE OF _____)
)
 COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to their authority, signed the said Memorandum as their free and voluntary act on behalf of City of McCleary, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

 Notary Public
 My commission expires _____

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President for USCOC of Washington-4, Inc., known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

 Notary Public
 My commission expires _____

EXHIBIT A

Legal Description of Premises

LEASEHOLD PARCEL:

That portion of the northeast quarter of the northwest quarter of Section 13, Township 18 North, Range 5 West, Willamette Meridian in Grays Harbor County, Washington described as follows: Commencing at the northwest corner of said Section 13 as monumented by a found 1/2" rebar; thence South 80°32'25" East, 2269.73 feet to a found 5/8" rebar and the true point of beginning; thence South 02°33'59" West, 69.64 feet to an existing chainlink fence; thence North 88°38'29" West, 64.39 feet to the southwest corner thereof; thence North 01°31'14" West, along said fence, 70.75 feet; thence South 87°47'12" East, 69.42 feet to the true point of beginning.

ACCESS AND UTILITY EASEMENT

A 20 foot wide Access and Utility Easement, the centerline of which is described as follows: Commencing at the southwest corner of the proposed lease area; thence S 88°38'29" E, along the south line thereof, 13.22 feet to the true point of beginning of the centerline to be described; thence along an existing roadway the following courses: S 02°20' E, 36.1 feet; 38.2 feet along the arc of a 30.00 foot radius curve to the right (the long chord of which bears S 34°08'06" W, 35.66'); S 70°36' W, 68.2 feet; S 62°32' W, 51.21 feet; S 55°58' W, 31.0 feet; S 29°13'30" W, 45.76 feet; and S 17°23' W, 126 feet to the center of the existing roadway described in easement document 2003-11030001; thence southerly along said centerline approximately 1200 feet to Cedar Street.

UTILITY EASEMENTS

A 10 foot wide Utility Easement, the centerline of which is described as follows:

Commencing at the northwest corner of the proposed lease area; thence S 01°31'14" E, along the west line thereof, 25.75 feet to the true point of beginning of the line to be described; thence S 60°14'41" W, 26.7 feet to an existing light pole; thence S 78°07'33" W, 119.0 feet to an existing utility pole; thence continue S 78°07'33" W, 3.0 feet.

A 5 foot wide Utility Easement, the east line of which is described as follows:

Commencing at the northwest corner of the proposed lease area; thence S 01°31'14" E, along the west line thereof, 12 feet to the true point of beginning of the line to be described; thence continue S 01°31'14" E, along the west line thereof, 10 feet.

GROUND LEASE

This Ground Lease ("Lease") is made and entered into by and between City of McCleary, a municipal corporation, having an address at 100 S. Third St., McCleary, WA 98557, hereinafter referred to as "Landlord," and USCOC of Washington-4, Inc., a Delaware corporation, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, Landlord is the fee owner of property with an address of 550 E. Oak located in the City of McCleary, County of Grays Harbor, State of Washington legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, the Landlord and Tenant are parties to a previous lease that will expire on September 30, 2023; and,

WHEREAS, Tenant desires to continue to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord's Parcel for Tenant's use, as set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

Approximate dimensions: 70' x 70'

Approximate square footage: 4,900

Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

2. Grant of Easements. Landlord hereby grants to Tenant an access and utility easement twenty (20) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access & Utility Easement") and a utility easement ten (10) feet in width and five (5) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easements"); the Access & Utility Easement and the Utility Easements are collectively referred to herein as the "Easements"; the lands underlying the Access & Utility Easement and the Utility Easements are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,

- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels,
- b. The right to improve an access road within the Access & Utility Easement Parcel,

- c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Easement Parcels,
 - d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
 - (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and
 - (ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and
 - e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access & Utility Easement Parcel. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.
3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.
4. Term of Lease. The initial Lease term will be five (5) years (the "Initial Term"), commencing upon October 1, 2023 (the "Commencement Date") and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to twenty (20) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 12 and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
7. Rent. Tenant shall pay Rent to Landlord in the amount of one thousand three hundred ten dollars (\$1310.00 per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form

W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.

8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten percent (10%) over the previous term's Rent.
9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. The word "utilities" shall mean any service that is necessary for the Tenant to conduct its operations on the Premises and "utility services" shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.
10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord's Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements. Tenant shall pay to Landlord upon Landlord's demand, any increase in real property taxes levied against Landlord's Parcel which is attributable to Tenant's use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant's Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord's requests to Tenant for reimbursement of such property taxes should be addressed to:

U. S. Cellular
Attention: 378314
P.O. Box 31369
Chicago, IL 60631-0369

In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including maintenance of the access road only to the extent needed for use by for four wheel drive vehicles, and, if applicable, snow removal if Tenant has exclusive control over its access road. Tenant may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord

will maintain the areas surrounding Tenant's Premises. Landlord's maintenance shall include, but is not limited to, if applicable, snow removal if all of or part of the Access & Utility Easement is shared between the parties.

12. Mutual Indemnification.

- a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.
- b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
 - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.

13. Insurance.

- a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.

- b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.
14. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.
15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.
18. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer

Landlord's Interest (collectively, the "Right of First Refusal Notice"). Tenant shall have forty-five (45) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period").

If Tenant elects to so purchase Landlord's Interest, Tenant shall give to Landlord written notice thereof within said Tenant Approval Period ("Acceptance Notice"). If Tenant delivers an Acceptance Notice as provided herein, then Landlord and Tenant shall enter into a mutually acceptable purchase and sale agreement pertaining to such Landlord's Interest (the "Purchase and Sale Agreement"), reflecting the terms of the Offer, as well as other customary covenants, representations and warranties contained in purchase and sale agreements for similar acquisitions in the metropolitan area in which the Premises is located. The parties agree to act reasonably and cooperatively in negotiating, executing and delivering the Purchase and Sale Agreement. Except as otherwise specified in the Offer, at the closing for the sale of all or any part of the Premises, Landlord shall deliver to Tenant a special warranty deed (or local equivalent), sufficient to convey to Tenant fee simple title. In the case of an assignment of the Lease or the grant of an easement, Landlord shall instead deliver to Tenant a customary assignment of the Lease or a customary easement.

If Tenant does not exercise the Right of First Refusal during the Tenant Approval Period, then Landlord may proceed to transfer Landlord's Interest upon the same terms and conditions set forth in the Offer; provided such transfer occurs within three (3) months following the end of the Tenant Approval Period, the transfer is made in accordance with all the other terms and conditions of this Lease, and such purchaser assumes the obligations of Landlord under this Lease including, without limitation, this Right of First Refusal which shall be an ongoing Right of First Refusal during the lease term. If Landlord has not transferred Landlord's Interest within such three (3) month period, or in the event any terms or conditions of the proposed deal change from the terms and conditions provided in the initial Right of First Refusal Notice, then Landlord shall not thereafter transfer Landlord's Interest to an unrelated third party without first renewing the Right of First Refusal Notice to Tenant in the manner provided above. Tenant's failure to exercise its Right of First Refusal or its express waiver of its Right of First Refusal in any instance shall not be deemed a waiver of Tenant's Right of First Refusal for subsequent instances when Landlord proposes to transfer Landlord's Interest to an unrelated third party during the lease term. Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted, except to the extent set forth in this Section.

19. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building,

permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.

20. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground Improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground Improvements.
21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
22. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to Landlord's Parcel; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.
23. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.
24. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon. Notwithstanding the foregoing, Landlord agrees to protect, indemnify and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.
25. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the

intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service), on the date the receipt is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: USCOC of Washington-4, Inc.
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

LANDLORD: City of McCleary
100 S. Third St.
McCleary, WA 98557
Phone: (360) 495-3667

26. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
27. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
28. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
29. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
30. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
31. Modifications. This Lease may not be modified, except in writing signed by both parties.

32. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
33. Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-ten percent (110%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.
34. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
35. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
36. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
37. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.
38. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on either party until both parties execute the Lease.
39. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD: City of McCleary

TENANT: USCOC of Washington-4, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

STATE OF _____)
)
 COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ (title) _____, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act on behalf of the City of McCleary for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

 Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for USCOC of Washington-4, Inc., known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

 Notary Public

My commission expires _____

Exhibit A**Legal Descriptions****LANDLORDS PARCEL**

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 5 WEST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN, 196.67 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE SOUTH 65° 22' EAST A DISTANCE OF 966.1 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 0° 56' EAST 63.14 FEET;
THENCE SOUTH 89° 04' EAST 253.0 FEET;
THENCE SOUTH 0° 56' WEST 172.0 FEET;
THENCE NORTH 89° 04' WEST 253.00 FEET;
THENCE NORTH 0° 56' EAST 108.86 FEET TO THE POINT OF BEGINNING;

ALSO A STRIP OF LAND EXTENDING 20 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN,
DISTANT 196.67 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE SOUTH 65° 22' EAST A DISTANCE OF 966.10 FEET TO THE TERMINUS OF SAID CENTERLINE;

SITUATE IN GRAYS HARBOR COUNTY, STATE OF WASHINGTON

LEASEHOLD PARCEL:

That portion of the northeast quarter of the northwest quarter of Section 13, Township 18 North, Range 5 West, Willamette Meridian in Grays Harbor County, Washington described as follows: Commencing at the northwest corner of said Section 13 as monumented by a found 1/2" rebar; thence South 80°32'25" East, 2269.73 feet to a found 5/8" rebar and the true point of beginning; thence South 02°33'59" West, 69.64 feet to an existing chainlink fence; thence North 88°38'29" West, 64.39 feet to the southwest corner thereof; thence North 01°31'14" West, along said fence, 70.75 feet; thence South 87°47'12" East, 69.42 feet to the true point of beginning.

ACCESS AND UTILITY EASEMENT

A 20 foot wide Access and Utility Easement, the centerline of which is described as follows: Commencing at the southwest corner of the proposed lease area; thence S 88°38'29" E, along the south line thereof, 13.22 feet to the true point of beginning of the centerline to be described; thence along an existing roadway the following courses: S 02°20' E, 36.1 feet; 38.2 feet along the arc of a 30.00 foot radius curve to the right (the long chord of which bears S 34°08'06" W, 35.66'); S 70°36' W, 68.2 feet; S 62°32' W, 51.21 feet; S 55°58' W, 31.0 feet; S 29°13'30" W, 45.76 feet; and S 17°23' W, 126 feet to the center of the existing roadway described in easement document 2003-11030001; thence southerly along said centerline approximately 1200 feet to Cedar Street.

UTILITY EASEMENTS

A 10 foot wide Utility Easement, the centerline of which is described as follows:

Commencing at the northwest corner of the proposed lease area; thence S 01°31'14" E, along the west line thereof, 25.75 feet to the true point of beginning of the line to be described; thence S 60°14'41" W, 26.7 feet to an existing light pole; thence S 78°07'33" W, 119.0 feet to an existing utility pole; thence continue S 78°07'33" W, 3.0 feet.

A 5 foot wide Utility Easement, the east line of which is described as follows:

Commencing at the northwest corner of the proposed lease area; thence S 01°31'14" E, along the west line thereof, 12 feet to the true point of beginning of the line to be described; thence continue S 01°31'14" E, along the west line thereof, 10 feet.

Exhibit B

Site Plan

